



# SPORTS TRAVEL insurance

policy wording

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## PRODUCT DISCLOSURE STATEMENT

### Date prepared

This Product Disclosure Statement is effective 1 March 2010.

### About this Product Disclosure Statement

A Product Disclosure Statement (PDS) is a document required by the Corporations Act 2001 (Cth) and contains information designed to help You decide whether to buy the policy.

This PDS sets out the cover available and the terms and conditions which apply. You need to read it carefully to make sure You understand it and that it meets Your needs.

This PDS, together with the Policy Wording and The Schedule and any written endorsements by us make up Your contract with the Insurer. Please retain these documents in a safe place.

### About the available covers

Covers trips for Business, Sports and Leisure for up to 90 days duration.

Provides cover for worldwide destinations, including international and interstate trips.

The policy duration is 12 months from the date of issue unless We note in The Schedule otherwise.

### Understanding the PDS and its important terms and conditions

To properly understand this PDS' significant features, benefits and risks, You need to carefully read:

- About types of cover and benefits in the "Summary of Benefits" page 4 and the relevant sections of the PDS applicable to the cover You choose - including any endorsements We may have agreed to include. Please remember certain words have special meanings – see "Words with Special Meanings" pages 11 to 13);

- When "We Will Not Pay" a claim under each Section of "Policy Cover" and "General Exclusions Applicable to all Sections" pages 32 to 34 (this restricts the cover and benefits)

- "Claims" pages 34 to 35 (this sets out certain obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim).

### Applying for cover

#### How to Apply for Insurance

Complete the application form and forward it to Your Sportscover Accredited Broker.

If Your application is accepted, We will send You a schedule that sets out details of the insurance You have taken out. Please keep the PDS, the Policy Wording and attach The Schedule to it.

This PDS sets out the cover We are able to provide You with. You need to decide if the benefit limit, type and level of cover are appropriate for You and will cover Your potential loss.

If You have any queries or want further information about the policy, please contact your Broker or Sportscover.

### About Your premium

Your premium is calculated taking into account many and varied risk factors. It is payable annually or by instalments in some circumstances.

Your total premium includes all Government charges that are shown separately on The Schedule.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

### How to Make a Claim

If You wish to make a claim please contact Cerberus Special Risks who have been appointed by the Insurer to handle all travel claims on their behalf. To contact Cerberus please call 1300 613 193 or send all Your claim details to:

Sportscover Travel Claims  
Level 5, 24 York Street, Sydney, NSW, 2000

## **Taxation**

All Government Taxes and charges are shown separately on The Schedule. Details about the GST are shown in the Policy Wording.

## **About Us and the Insurer**

This insurance is underwritten by Sportscover Syndicate 3334 at Lloyd's (The Insurer).

Cerberus Special Risks, a Lloyd's Coverholder, has been authorised by Sportscover to act on their behalf in handling and settling their claims.

## **Summary of Benefits**

This is only a summary of the benefits. Please read the PDS carefully for the complete details of what "We Will Pay" and what "We Will Not Pay" and which types of cover are provided under each Plan. Importantly, please note that exclusions do apply as well as limits to cover.

## **Medical Expenses Incurred Overseas (see Section 1A)**

Medical, emergency dental, hospital and ambulance costs and when agreed by us, medical evacuation home or to the nearest appropriate medical facility. Includes funeral and repatriation of mortal remains.

## **Additional Expenses (see Section 1B)**

Expenses You incur due to You not being able to continue Your travel due to an injury or illness of Your's or a member of Your Travelling Party. Also expenses You incur if Your transport is delayed due to severe weather or accident.

## **Cancellation Costs (see Section 2A)**

Financial loss due to unforeseen cancellation of prepaid travel and accommodation arrangements. Includes conference/course fees, travel agency cancellation fees and loss of frequent flyer or equivalent points.

## **Rental Vehicle (see Section 3)**

Cover for the Rental Vehicle Excess if You have an accident or Your vehicle is stolen, including costs to return a vehicle if You are unfit to do so.

## **Accidental Death, Permanent Disability and Loss of Income (see Section 4)**

Payment to Your estate for accidental death, payment to You for major permanent injuries and payments for Loss of Income following an injury.

## **Luggage and Personal Effects (see Section 5)**

Accidental loss, damage or theft of Your possessions. Includes emergency expenses if Your luggage is delayed and losses due to fraudulent use of lost or stolen credit cards, travellers cheques. Note: Exclusions apply to Luggage and Personal Effects stolen from a vehicle.

## **Personal Liability (see Section 6)**

Protection for You being legally liable for injuring other people or causing damage to their property, including legal defence costs.

## **Kidnap, Ransom & Extortion (see Section 7)**

Payment in the event an Insured Person is Kidnapped whilst on a Journey

## **Hijack and Detention (see Section 8)**

Payment made if an Insured Person is forcibly detained in a Hijacking or by a Government or State Authority

## **Significant Risks**

The Policy will not provide cover in some circumstances. You should read the Policy exclusions for full details. Some of the main exclusions are losses caused by or resulting from:

- Self-infliction
- War and terrorism
- Aerial activities
- Being under the influence of drugs or alcohol
- Criminal acts
- Psychiatric or psychological disorder
- Contamination by radioactivity
- Pre-existing conditions
- Medical expenses incurred within Australia
- Claims arising from travel within the State an Insured Person resides in.

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### **Excess Period/Excess Payable**

In some circumstances, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on The Schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

### **Updating the PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us).

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## Information

### Policy Terms and Conditions

This part of the document contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy.

In addition to the Policy You will be given a Schedule. The Schedule sets out the specific terms applicable to Your cover and should be read together with these Policy Terms and Conditions.

The Policy Terms and Conditions and The Schedule We send to You form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product, please contact Your Broker or [www.sportscover.com](http://www.sportscover.com).

### Your Duty of Disclosure – The things You need to tell Us

Under the Insurance Contracts Act 1984 (The Act), You have a Duty of Disclosure. You are required before You enter into, renew, vary, extend or reinstate Your Policy, to tell Us everything You know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to Our decision whether to insure You, and anyone else to be insure under the Policy, and if so, on what terms.

- **You do not have to tell Us about any matter**
  - that diminishes the risk
  - that is of common knowledge
  - that We know or should know in the ordinary course of Our business as an insurer, or
  - which We indicate We do not want to know.
- **If You do not tell Us**
  - If You do not comply with Your Duty of Disclosure We may reduce or refuse to pay a claim or cancel Your Policy. If Your non-disclosure is fraudulent We may treat this Policy as never having worked.

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## Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

Telephone Number: (02) 9223 1433

Facsimile Number: (02) 9223 1466

Who will refer Your dispute to the Complaints Department at Lloyd's.

If Your dispute remains unresolved You may be referred to the **Financial Ombudsman Service Limited** under the terms of the General Insurance Code of Practice. For other disputes You will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
  
who has authority to accept service and to appear on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

## Dispute Resolution

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us on [www.sportscover.com](http://www.sportscover.com)

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## Insurer

The Policy is underwritten by Syndicate 3334 at Lloyd's (Sportscover), registered address in Australia is 271-273 Wellington Road, Mulgrave VIC 3170.

This is to certify, that in accordance with the authorisation granted under contract number B0573K0900885 to Cerberus Special Risks Pty Ltd, Syndicate 3334 at Lloyd's have agreed to insure You, in accordance with the terms and conditions of this Policy.

Sportscover Australia have an agreement with Cerberus Special Risks to distribute this Policy on their behalf.

You or Your representative can obtain further details of Syndicate 3334 or Cerberus Special Risks by requesting them from Us.

In accepting this insurance, We have relied on the information and statements that You have provided on the Application Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

## Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in The Schedule and wording for events occurring during the Period of Insurance shown on Your Schedule or any renewal period.

The amount of any Excess that applies to Your Policy will be shown on Your Schedule.

The exclusions in the section(s) headed 'When You are not covered' and conditions in the section(s) headed 'General Conditions' apply to this Policy.

## Your Policy

Your Policy consists of the Policy Terms and Conditions in this document and The Schedule You receive.

Please read Your Policy carefully, and satisfy yourself that it provides all the cover You require.

If You want more information about any part of Your Policy, please call Your broker or contact Us via [www.sportscover.com](http://www.sportscover.com)

It is an important document and You should keep it in a safe place with all other papers relating to this insurance.

## Excess

In some circumstances, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on The Schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

For the purpose of this condition the term "claim" shall be understood to mean any and all claims which are within the scope of this Policy and which arise by reason of the same act, error or omission.

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## Other interested parties

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Schedule.

## Paying Your Premium

You must pay Your premium prior to the commencement of this Policy or by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

## Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.

## Fraudulent Claim

If the Insured shall make any application for indemnity under this policy knowing that such application for indemnity is false or fraudulent, the Insured's right to indemnity in respect of such Claim shall be void.

## Subrogation

We may, at Our discretion undertake in Your name and on Your behalf, control and settlement of proceedings for Our own benefit in Our name to recover compensation or secure indemnity from any party in respect of anything covered by this Policy. You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which We may become entitled or subrogated, upon us paying Your claim under this Policy regardless of whether We have yet paid Your claim and whether or not the amount We pay You is less than full compensation for Your loss. These rights exist regardless of whether Your claim is paid under a non-indemnity or an indemnity clause of this Policy.

## Recovery

We will apply any money We recover from someone else under a right of subrogation in the following order:

1. To us, Our administration and legal costs arising from the recovery.
2. To us, an amount equal to the amount that We paid to You under the policy.
3. To You, Your uninsured loss (less Your excess).
4. To You, Your excess.

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## Other Insurance

If any loss, damage or liability covered under this policy is covered by another insurance policy, You must give us details. If You make a claim under one insurance policy and You are paid the full amount of Your claim, You cannot make a claim under the other policy.

If You make a claim under another insurance policy and You are not paid the full amount of Your claim, We will make up the difference. We may seek contribution from Your other Insurer. You must give us any information We reasonably ask for to help us make a claim from Your other Insurer.

If another Policy is held with Sportscover paying similar benefits or compensation, the maximum We shall pay in the event of any one claim will be the higher of the Policy limits under those policies but shall only be payable once.

## Currency

All premiums and Claims (if any) are payable at the place and in the currency of the country where the policy was issued.

## Proper Law of the Policy

This insurance shall be governed by the law of the territory, state or country in which the Policy was issued and whose courts shall have jurisdiction in any dispute arising hereunder. For the purpose of this condition the place of issue in The Schedule shall be conclusive.

## Cancellation

This policy may be cancelled at any time at the request of the Insured in which case We will retain premium calculated at Our short period rate for the time the policy has been in force. We shall not make any refund to You if any claims have been paid under the Policy. We may cancel this policy in accordance with the Insurance Contracts Act 1984 (as amended).

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## Words with special meanings

Throughout the Policy there are words that have special meanings. These words are:

**Accident** means an unexpected, unintended, unforeseeable event causing injury. The Accident must happen while You are on Your Journey and covered under the Policy.

**Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto. And/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof.

**AICD/ICD** means an implantable cardioverter-defibrillator (ICD), also known as an automated implantable cardioverter-defibrillator (AICD).

**Applicable limit** means the sum insured specified in The Schedule.

**Carrier** or **Carriers** means an aircraft, vehicle, train, vessel or other public transport operated under a license for the purposes of transporting passengers. This definition excludes taxis.

**Chronic** means a persistent and lasting condition in medicine. We do not consider that chronic pain has to be 'constant' pain, however in many situations it has a pattern of relapse and remission. The pain, disease or medical issue may be long lasting, recurrent (occurred on more than 2 occasions) or characterised by long suffering.

**Dependent Child/Children** means Your children not in full time employment who are under the age of 21 and are travelling with You on the Journey.

**Employee** means any person that the Insured has the right to direct and who is engaged under a contract of service or apprenticeship and includes both statutory and common law Employees

**Epidemic** means a sudden development and rapid spreading of a contagious disease in a region where it developed in a simply endemic state or within a previously unscathed community.

**Excess** means the amount which You must first pay for each claim arising from the one event before a claim can be made under Your policy.

**Family** means You, Your Spouse and Dependant Children travelling with an Insured Person on a Journey.

**Financial Default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

**Home** means Your usual place of residence in Australia.

**Injury** means a bodily injury caused solely and directly by violent, accidental, visible and external means, during Your period of cover and which does not result from any illness, sickness or disease.

**Journey** means the time from when You leave Your home to go directly to the place You depart from on Your travels and ends when You return to Your home. The maximum Journey duration under this Policy is 90 days and the Journey must occur during the Period of Insurance noted on The Schedule and be for the purposes of the Sport or Business noted in The Schedule. The Journey must involve interstate or overseas travel.

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**Luggage and Personal Effects** means any personal items owned by You and that You take with You or buy on Your journey and which are designed to be worn or carried about with You. This includes items of clothing, personal jewellery, photographic and video equipment or personal computers, or electrical devices or portable equipment. However, it does not mean any business samples or items that You intend to trade.

**Medical Practitioner** means a duly qualified and registered Medical Practitioner who is not related to You, or the Insured Person to whom the Bodily Injury has occurred, by blood or marriage.

**Overseas** means in any country other than Australia.

**Pandemic** means a form of an Epidemic that extends throughout an entire continent, even the entire human race.

**Pre-existing Medical Condition** means:

a terminal condition diagnosed prior to the commencement of a Journey or any Chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:

- a) has received daily medical treatment or medication in the 60 days immediately prior to the commencement of a Journey; or
- b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 months immediately prior to the commencement of a Journey.

This definition applies to You, Your Travelling Party or a Relative.

**Public Place** means any place that the public has access to, including but not limited to planes, trains, cruise ships, taxis, buses, air or bus terminals, stations, wharves, streets, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private carparks, public toilets and general access areas.

**Reasonable** means for medical or dental expenses, the standard level of care given in the country You are in or, for other expenses, the standard level You have booked for the rest of Your Journey or, as determined by us.

**Relative** means any of the following who is under 85 years of age and who is resident in Australia or New Zealand. It means Your or a member of Your Travelling party's spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, step-parent, step-son, step-daughter, fiancé or fiancée, or guardian.

**Rental Vehicle** means a rented sedan, campervan, hatchback or station-wagon, four wheel drive or mini bus/people mover rented from a licensed motor vehicle rental company for the sole purpose of carrying the Insured Person and their Travelling Party on public roadways. It shall not include any other type of vehicle or vehicle use.

**Resident** means someone who currently resides in Australia and is eligible for an Australian Medicare Card.

**Sick or Sickness** means a medical condition, not being an injury, which first occurs during Your period of cover.

**Spouse** means the husband or wife or any de facto partner with whom the Insured Person has continuously lived during the 3 months immediately prior to the commencement date of the Travel.

**Sudden Illness or Serious Injury** means a condition which first occurs during Your period of cover and which necessitates treatment by a Medical practitioner and which results in You or any other person to which this insurance applies being certified by that Medical Practitioner at the time as being unfit to travel or continue with Your original trip.

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**Travelling Party** means those people defined in Family and any travelling companion who has made arrangements to accompany You for at least 50% of the trip.

**Unsupervised** means:

- leaving Your luggage with a person You did not know prior to commencing Your Journey
- leaving it in any position where it can be taken without Your knowledge
- leaving it at such a distance from You that You are unable to prevent it being taken.

**We, Our, Us,** means The Insurer.

**You or Your** means the person or people named as Insured Person's on The Schedule and includes accompanying Dependent Children who are under 21 years of age at the date the Journey commences.

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## Sportscover Assist - 24 Hour Worldwide Emergency Assistance

Sportscover Assist utilises the services of the Specialty Group to help You with all Your emergency medical requirements.

Specialty Group Ltd has trained medical staff to assist You with emergency medical assistance. You must contact us immediately in the event of You becoming ill or have an accident.

For emergency assistance anywhere in the world at any time, Specialty Group Ltd is only a telephone call away. The team will help with medical problems, locating nearest medical facilities, Your evacuation home, locating nearest embassies and consulates as well as keeping You in touch with Your family and work in an emergency.

If You are hospitalised You, or a member of Your travelling party, MUST contact Specialty Group Ltd as soon as possible.

If You do not We will not pay for these expenses or for any evacuation or airfares that have not been approved or arranged by us (see Sections 1 and 3).

If You are not hospitalised but You are being treated as an outpatient, and the total cost of such treatment will exceed AUD \$2,000, You MUST contact Specialty Group Ltd immediately.

**IN THE EVENT OF AN EMERGENCY CALL +44 (0) 207 902 7993 (reverse charge) TO CONTACT SPECIALTY GROUP LTD.**

As soon as You become ill, contact us and Our medical assistance team will help direct You to the appropriate hospital or health care facility. Subject to medical advice, You must take Our advice as to where You can be treated to ensure You receive quality medical care. We also have the option of returning You to Australia or evacuating You to another country, if the cost of Your overseas medical expenses could exceed the cost of returning You to Australia.

For information about The Specialty Group please go to <http://www.specialty-group.com>

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## Policy Cover

This Section outlines what We will pay and what We will not pay under each benefit in the event of a claim.

### Section 1A - Medical Expenses Incurred Overseas/Medical Evacuation

If during the Period of Insurance noted on The Schedule, and whilst on a Journey, and Insured Person suffers an Injury or Sickness:

#### We will pay:

1. The Reasonable cost of emergency medical, hospital, ambulance or other treatment You actually and necessarily received during the Journey because You suffered a Sudden Illness or Serious Injury.
2. Any expenses related to the evacuation of an Insured Person as a direct result of a Sudden Illness or Serious Injury including any expenses incurred in the event qualified medical staff are required to travel with the Insured Person.

In the event that evacuation is required all expenses incurred are required to be certified and agreed via The Specialty Group.

If We determine that You should return home to Australia for treatment and You do not agree to do so then We will pay You the amount which We determine would cover Your medical expenses and/or related costs had You agreed to Our recommendation. You will then be responsible for any ongoing or additional costs relating to or arising out of the event You have claimed for.

However:

We will only pay for treatment received and/or hospital accommodation during the 12 month period after the Sudden Illness first manifested itself or the Serious Injury occurred.

The treatment must be given or prescribed by a Medical Practitioner or paramedic.

You must make an effort to keep Your medical expenses to a minimum.

3. The cost of emergency dental treatment up to a maximum amount of \$1,000 per person per Journey for dental costs incurred which the treating dentist certifies in writing is for the relief of sudden and acute pain to sound and natural teeth.
4. In the event of Your death following a valid claim under this Section, the cost of Your burial or cremation overseas, or the transporting of Your remains to Australia and cost of burial or cremation in Australia. The maximum amount We will pay is \$10,000 for all costs incurred for transportation, burial and/or cremation.

**The maximum amount We will pay for all claims combined under this Section is shown on The Schedule.**

#### We will not pay:

1. Ongoing payments under Section 1A (Medical Expenses Incurred Overseas) if We decide on the advice of a doctor appointed by us that You are capable of being repatriated to Your country of residence;

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2. If You have received medical care under a reciprocal national health scheme. Reciprocal Health Agreements are currently in place with the following countries; Finland, Italy, Malta, the Netherlands, Norway, Sweden, the Republic of Ireland, the United Kingdom and New Zealand;
  3. Medical expenses incurred more than 12 months after You suffer a Sudden Illness or Serious Injury;
  4. If, despite Our advice otherwise, You received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) for further information;
  5. Ongoing medical expenses incurred in Australia for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973;
  6. Dental treatment involving the use of precious metals or for cosmetic dentistry;
  7. For any loss arising from Pre-existing Medical Conditions, or any for any costs incurred for any medication You had been using prior to the Journey;
  8. When You have not notified Specialty Group Ltd as soon as practicable of Your admittance to hospital;
  9. If You do not take the advice of Cerberus or Specialty Group Ltd;
  10. For any expenses for medical evacuation, funeral services or cremation or bringing Your remains back to Australia unless it has been first approved by Specialty Group Ltd;
  11. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of Your Travelling Party - or Your Relative, Your business partner or person in the same employ as You, who is resident in Australia - if a terminal prognosis was made before the Policy was issued.

**You must check "General Exclusions – What We Will Not Pay For" Pages 33 to 35 For Other Reasons Why We Will Not Pay.**

## **Section 1B - Additional Expenses**

### **We will pay:**

This Section only covers You for Reasonable additional travel or accommodation expenses that result directly from one of the following events:

1. You being unable to continue the Journey because of the death, Sudden Illness or Serious Injury of:
  - a) You or a member of Your Travelling Party; or
  - b) A Relative or business partner or person in the same employ as You, who is resident in Australia or New Zealand, provided that the Sudden Illness or Serious Injury required hospitalisation or confinement; and in the case of a business partner or person in the same employ, the person's absence made the ending of the Journey necessary and You have written confirmation of that fact from a senior partner or director.

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2. The need, because of a Sudden Illness or Serious Injury, resulting in You being hospitalised as an in-patient, for a Relative or friend to travel to, remain with, or escort You in place of the attending physician. You must have written advice from the attending physician and Our consent.
  3. Cancellation or restriction of scheduled public transport services caused by severe weather, natural disaster, hijacking, riot, strike, or civil commotion. The event must have begun after We issued the Policy. You must have done everything reasonable to avoid the expenses and You must get the Carrier's written confirmation of Your claim.
  4. Motor vehicle, railway, air, or marine accident. You must have written confirmation of the accident from an official body in the country where the accident happened.
  5. Loss (excluding Government confiscation) of passports, travel documents or credit cards, but limited to expenses incurred within the country where the loss occurred in having the documents replaced.
  6. A member of Your Travelling Party who is a full-time student being required to sit supplementary examinations.

We will pay You if You have to interrupt Your Journey after it has begun, for Your necessary additional travel, accommodation, repatriation and meals that You undertake with Our consent. Travel expenses for Your return home or evacuation, are only covered if the attending physician advises us in writing that as a result of Sudden Illness or Serious Injury You are unfit to continue the trip.

The following conditions apply:

1. Additional travel must be at the fare class originally chosen, except where We agree otherwise based on a written recommendation by Your attending physician.
2. If You do not have a return ticket at the time of the event that causes You to return to Australia, We will deduct the cost of an economy class airfare at the Carrier's regular published rates for the return Journey. We will use Your return ticket if this reduces Our costs.
3. Benefits are payable for a period up to 12 months from the date Your Journey was interrupted.

## **Section 1C – Replacement Player Cover**

### **We will pay:**

If, during the Period of Insurance and whilst on a Journey, an Insured Person suffers a Sudden Illness or Serious Injury requiring the Insured Person being evacuated to Australia, We shall pay the additional expenses incurred to send a replacement person to replace the Insured Person.

The replacement must be involved in a similar position within the team and there must be at least 7 days left on the tour.

The maximum payable under Section 1C shall be \$2,500 per person and \$5,000 any one Period of Insurance.

**The maximum amount We will pay for all claims combined under this Section is shown on The Schedule.**

### **We will not pay:**

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1. For the cost of resuming the Journey after You have returned to Australia.
  2. For additional transport or accommodation expenses when a claim is made under Section 2 Cancellation Costs, for cancelled transport or accommodation expenses covering the same period of time.
  3. A loss arising from the failure of any travel agent, tour operator, accommodation provider, airline or other Carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Financial Default or the Financial Default of any person, company or organisation they deal with.
  4. For delays, rescheduling or cancellation of scheduled transport services caused by the Carrier or related to the Carrier including maintenance, repairs, rescheduling, service faults, industrial activity other than a strike or corporate takeover.
  5. If You or a member of Your Travelling Party changes plans or decides not to continue with the Journey.
  6. For any costs incurred where a Journey is undertaken against the advice of a doctor or if an Insured Person is unfit to travel or is travelling for the purpose of obtaining medical attention.
  7. If You decline to promptly follow the medical advice of The Specialty Group or Cerberus, We will not be responsible for any subsequent medical, hospital or evacuation expenses.
  8. If You were aware of any reason, before Your Policy commenced, that may cause Your Journey to be cancelled or disrupted or delayed.
  9. If You can claim Your additional travel and accommodation expenses from anyone else.
  10. For any loss arising from Pre-existing Medical Conditions
  11. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of Your Travelling Party - or Your Relative, Your business partner or person in the same employ as You, who is resident in Australia - if a terminal prognosis was made before the Policy was issued.

**You must check "General Exclusions – What We Will Not Pay For" Pages 33 to 35 For Other Reasons Why We Will Not Pay.**

## **Section 2 - Cancellation Costs**

If during the Period of Insurance noted on The Schedule, and whilst on a Journey, You or an Insured Person incurs additional expenses following:

1. an Injury to, or a Sickness contracted by, an Insured Person;
2. a Sudden Illness or Serious Injury occurring to a Relative or a member of the Travelling Party and a Medical Practitioner advising it is necessary for the Insured Person must remain with the Relative or member of the Travelling Party;
3. any other unforeseen circumstance outside of the control of the Insured Person.

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**We will pay:**

- (a) The value of the unused arrangements, less any refunds due to You if You have to cancel any prepaid transport or accommodation arrangements, due to any unforeseen or unforeseeable circumstances outside of Your control.
- (b) The Reasonable cost of rearranging Your Journey prior to the commencement of Your Journey because something unforeseen and outside of Your control occurs, provided that this cost is not greater than the cancellation fees or lost deposits which would have been incurred had the Journey been cancelled.
- (c) The cancellation cost of tuition or course fees up to \$2,000 if the sole purpose of Your Journey is to attend that course and that course is cancelled due to circumstances outside of Your control.
- (d) The travel agent's cancellation fees up to 10% of the amount paid to the travel agent to a maximum of \$1,500 per Insured Person whichever is the lesser; when all monies have been paid or the maximum amount of the deposit has been paid at the time of cancellation. We will not pay any travel agent's cancellation fees above the level of commission or service fees normally earned by the agent had the Journey not been cancelled.
- (e) For the loss of frequent flyer or similar air travel points You used to purchase an airline ticket following cancellation of Your air ticket and You cannot recover the lost points from any other source. The cancellation must be due to unforeseen or unforeseeable circumstances outside of Your control. We calculate the amount We pay You by multiplying:
  - the cost of an equivalent class airline ticket based on the quoted retail price at the time the ticket was issued, less Your financial contribution;
  - by the total value of points lost divided by the total value of points used to obtain the ticket.

**The maximum amount We will pay for all claims combined under this Section is shown on The Schedule****We will not pay:**

1. A loss arising from the failure of any travel agent, tour operator, accommodation provider, airline or other Carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Financial Default or of any person, company or organisation they deal with.
2. A loss that arises directly or indirectly from an Act of Terrorism.
3. For delays, rescheduling or cancellation of scheduled transport services caused by the Carrier or related to the Carrier including maintenance, repairs, rescheduling, service faults, industrial activity other than a strike or corporate takeover.
4. A loss that relates directly or indirectly to financial, business, professional or contractual arrangements. This exclusion does not apply to claims under Section 2A where:
  - a) You or a member of Your Travelling Party are made redundant from full time permanent employment in Australia provided You or they were not aware that the redundancy was to occur before You purchased this policy; or

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- b) where You are a full-time permanent Employee and prearranged leave is cancelled by Your employer.
5. If You or a member of Your Travelling Party changes plans or decides not to continue with the Journey.
  6. If a tour operator or wholesaler is unable to complete arrangements for a tour because there are not the required number of people to begin or complete a tour or trip. This does not apply in relation to prepaid travel arrangements bought separately to reach the departure point for the tour or other travel arrangements.
  7. If Your claim arises directly or indirectly from an Epidemic or Pandemic.
  8. For any costs incurred where a Journey is undertaken against the advice of a doctor or if an Insured Person is unfit to travel or is travelling for the purpose of obtaining medical attention.
  9. If You were aware of any reason, before Your Policy commenced, that may cause Your Journey to be cancelled, abandoned or shortened.
  10. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of Your Travelling Party - or Your Relative, Your business partner or person in the same employ as You, who is resident in Australia - if a terminal prognosis was made before a Journey was commenced.
  11. For any loss arising from Pre-existing Medical Conditions.

**You must check "General Exclusions – What We Will Not Pay For" Pages 33 to 35 For Other Reasons Why We Will Not Pay.**

### **Section 3 - Rental Vehicle Excess/Return of Rental Vehicle**

**We will pay:**

1. We will reimburse the Rental Vehicle insurance Excess or the cost of repairing the vehicle, whichever is the lesser, if a vehicle You have rented from a rental company is involved in a motor vehicle accident while You are driving, or is damaged or stolen while in Your custody. You must provide a copy of the repair account and/or quote and rental company agreement/ documentation. This Benefit does not cover motorcycles.
2. The cost of returning Your Rental Vehicle to the nearest depot if Your attending Medical Practitioner or dentist certifies in writing that You are unfit to do so during Your Journey.

**The maximum amount We will pay for all claims combined under this Section is shown under The Schedule.**

**We will not pay:**

1. If You operate a Rental Vehicle in violation of the rental agreement.
2. If You use the Rental Vehicle to transport items other than luggage.

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3. If You use the Rental Vehicle while affected by alcohol or any other drug in a way that is against the law of the place You are in.
  4. If You use a vehicle without a license for the purpose that You were using it for.

**You must check "General Exclusions – What We Will Not Pay For" Pages 33 to 35 For Other Reasons Why We Will Not Pay.**

## Section 4 - Personal Accident

### Capital Benefits

Bodily Injury sustained by an Insured Person during the Scope of Cover which within twelve calendar months results in:-

The benefits payable will be the following percentage of the Capital Benefit specified in The Schedule.

#### Event

1	Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age)		100%
2	Permanent Quadriplegia		100%
3	Permanent Paraplegia		100%
4	Permanent total loss of sight	two eyes	100%
		one eye	50%
5	Permanent total loss of hearing	two ears	75%
		one ear	25%
6	Permanent total loss of use of	two arms	75%
		one arm	35%
7	Permanent total loss of use of	two legs	75%
		one leg	35%
8	Permanent total loss of use of	two+ fingers	40%
		two fingers	14%
		one finger	4%
		one thumb	5%
9	Permanent total loss of use of	two+ toes	40%
		two toes	14%
		one toe	4%
10	Permanent total loss of	two kidneys	75%
		one kidney	30%
		spleen	25%
		liver	70%
		two testicles	40%
		one testicle	6%
		sexual function	45%
11	Total & permanent	Disfigurement	up to 45%
		shortening of leg	7%

For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.

12	Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under Events 4-11 inclusive.		up to 90%
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## **Weekly Benefit**

If an Insured Person who earns income via personal exertion suffers Bodily Injury during the Scope of Cover resulting in Temporary Total Disablement We shall pay the percentage noted in The Schedule of the Insured Person's Net Income Lost or the amount specified for this benefit in The Schedule, whichever is the lesser. Cover is only provided if the Insured Person was engaged full time in their Occupation up to the time of the Bodily Injury. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

## **Words with special meanings applicable to the Personal Accident Section**

**In addition to the Words with Special Meanings, the following words have special meanings in this Section only**

**Accident** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.

**Aggregate Limit A** means the maximum amount We shall pay for any one claim or series of claims during any one Period of Insurance.

**Aggregate Limit B** means the maximum amount we shall pay any one claim or series of claims during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with any fixed flying schedules. These flights are classified as "non scheduled".

**Bodily Injury** means an injury which, occurs solely and independently of any other cause; and

- a. is sustained by an Insured Person during a Journey,
- b. is caused by an Accident, and
- c. results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in Section 4.1 Capital Benefits and/or suffering Temporary Total Disablement.

**Disablement** means Temporary Total Disablement.

**Excess Period** means the number of consecutive days as noted on The Schedule that no Weekly Benefit is payable following the Temporary Total Disablement for which treatment is received from a Medical Practitioner

**Maximum Benefit Period** means the total period as noted on The Schedule for which Weekly Benefits will be payable under this Policy in respect of all Temporary Total Disablement.

**Net Income Lost** means:

For an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

For an Insured Person on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;

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For a self employed Insured Person, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

In respect of all Insured Persons any amount for which they are entitled to by way of sick leave, payments from any National, State or Territory legislation, including Social Welfare legislation, or any other Policy of insurance shall be deducted from the amount so calculated.

**Occupation** means the Insured Person's usual employment, profession or occupation.

**Temporary Total Disablement** means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.

### **We Will Not Pay**

In addition to the "General Exclusions – What We will not pay for", We shall not pay for any losses Arising from:

1. Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Furthermore this Policy also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. In any action, suit or other proceedings where Underwriters allege that by reason of the Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon The Insured.
2. Any pre-existing defect, infirmity or sickness the Insured Person suffered from at the time of the Accident.
3. Pregnancy or related complications.
4. the Insured Person engaging in any aerial activity except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
5. All claims arising out of the Insured Person's failure to seek or follow medical advice.
6. Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named.
7. Contracting a sexually transmitted disease, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
8. Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
9. Sickness, disease or disorder of any kind.
10. Costs incurred for preventative measures rather than for the treatment of a Bodily Injury.

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## Section 5 - Luggage and Personal Effects

### We Will Pay:

1. Accidental loss, theft of, or damage to Your Luggage and Personal Effects including things You buy during the Journey, whilst they are accompanying You. We are entitled to choose between repairing, replacing the property, or paying You its value in cash, after allowing for wear, tear, and depreciation. Any payment however will not exceed the original purchase price of the item.

A pair or related set of items for example - but not limited to:

- a camera, lenses (attached or not), tripod and accessories;
- a matched or unmatched set of golf clubs, golf bag and buggy;
- a matching pair of earrings;

are considered as only one item for the purpose of this insurance.

### **The Maximum amount We will pay for any item (item limit) is:**

- \$2,500 for a laptop, note book, handheld computer, camera or video camera
- \$1,000 for all other items

unless noted otherwise on The Schedule.

However, if We are to pay a claim, You must:

- a) keep receipts for goods You buy separate from the goods themselves;
  - b) keep any relevant ticket and luggage check and give them to us;
  - c) provide evidence of the value and Your ownership of the goods;
  - d) if an airline loses or damages Your accompanying luggage, report it in writing to the airline within 24 hours; and
  - e) get written confirmation that You made the report, and give it to us, with details of any settlement that they make in relation to the loss or damage.
2. Sporting equipment carried on behalf of the Insured used solely for the purpose of the Sport noted in The Schedule. The limit any one item shall be \$2,500 with a maximum any one claim of \$5,000.
  3. Loss of dentures or dental prostheses up to \$800.
  4. Essential items bought because Your luggage is temporarily lost or delayed (not permanently lost) by the Carrier for more than 12 hours. This does not apply on the leg of Your Journey that brings You to Your home in Australia. We will not pay more than \$250 any one person if the delay is more than 12 hours or more than \$500 for any one person if the delay is more than 72 hours. You must give us relevant receipts and written confirmation of the length of the delay from the appropriate authority. No excess applies to this benefit.

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5. Financial loss You suffer because of loss, theft, or fraudulent use, of Your travel documents, travellers cheques, passport, cash or credit cards after they have been accidentally lost or have been stolen.

In respect of cash secured for the purpose of a Journey, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the Journey whichever occurs last and shall continue for 72 hours after termination of the Journey or until deposited at the bank, whichever occurs first.

We will not pay more than \$2,000 any one loss regardless of the number of Insured Persons.

You must, at all times, comply with, or have complied with, any conditions of the issuing body.

6. The Reasonable additional costs in obtaining a replacement passport or travel document following the accidental loss, theft or damage of Your passport whilst outside Australia up to \$2,000. No excess applies to this benefit.

In the event that a claimable loss, theft, or damage to Your Luggage and Personal Effects is incurred, We will allow You one automatic reinstatement of the sum insured.

**The maximum amount We will pay for all claims combined under this Section is shown under The Schedule.**

**We Will Not Pay:**

In addition to the "General Exclusions – What We will not pay for", We shall not pay for any losses Arising from:

1. Loss, theft of or damage to watercraft of any type (excluding surfboards).
2. Damage to sporting equipment (including surfboards) whilst in use.
3. Breakage or damage to snow skiing or golf equipment over three years old.
4. Loss of Luggage not reported to the Transport Provider, Police, hotel or appropriate authority within 24 hours of You becoming aware of the loss and where no written report is obtained.
5. A loss of, or theft of, or damage to:
  - a) unaccompanied Luggage or Personal Effects;
  - b) property that You leave Unsupervised in a Public Place or that happens because You do not take reasonable care to protect it;
  - c) Luggage or Personal Effects, but only to the extent that You are entitled to compensation from the Carrier responsible for the loss, theft or damage;
  - d) items left unattended and Unsupervised in a motor vehicle, unless taken from a locked boot or locked concealed luggage compartment of a station wagon, hatchback, van or motor home, between sunrise and sunset local time and there is evidence of damage or forced entry which is confirmed by a police report (this exclusion does not apply to video cameras, mobile telephones, photographic equipment, personal computers or jewellery);

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- e) video cameras, mobile telephones, photographic equipment, personal computers or jewellery left unattended and Unsupervised in a motor vehicle;
  - f) video cameras, mobile telephones, photographic equipment, personal computers or jewellery checked in to be held and transported in the cargo hold of any Carrier (including any loss from the point of check-in until receipt of the said goods);
  - g) Luggage that is fragile, brittle or an electronic component is broken or scratched – unless either;
    - it is the lens of spectacles, binoculars, photographic or video equipment; or
    - the breakage or scratch was caused by a crash involving a vehicle in which You are travelling.
  - h) Business or Trade samples.
6. Loss, theft or damage which is not reported and a written report is not obtained within 24 hours of discovery from the police or the appropriate authority such as - but not limited to - the airline, accommodation manager, transport provider, airport authority, tour operator or guide.
  7. Loss, wear and tear or depreciation of property or damage caused by the action of insects, vermin, mildew, rust or corrosion.
  8. Mechanical, electrical breakdown or a malfunction.

**You must check "General Exclusions – What We Will Not Pay For" Pages 33 to 35 For Other Reasons Why We Will Not Pay.**

## **Section 6 - Personal Liability**

### **We Will Pay:**

For damages or compensation You are legally liable for if, because of Your negligence during Your Journey causes:

1. Injury to a person who is not a member of Your Family or Travelling Party; or
2. Loss or damage to property that is not owned by You or a member of Your Family or Travelling Party, or is not in Your or their custody or control.

We will also reimburse Your Reasonable legal costs and legal expenses for settling or defending the claim made against You. We decide whether the costs were Reasonable. You must not accept any liability without Our prior approval.

**The maximum amount We will pay for all claims combined under this Section is shown in The Schedule.**

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### **We Will Not Pay:**

In addition to the "General Exclusions – What We will not pay for", We shall not pay for any damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

1. Injury to the Insured Person or to any member of his or her family ordinarily residing with him or her.
2. Injury to any of Your or the Insured Person's Employees arising out of or in the course of employment.
3. Loss of or damage to property owned by or in the control of the Insured Person or any member of his or her family ordinarily residing with him or her.
4. Loss of or damage to property or injury, arising out of Your or the Insured Person's ownership, use or possession of any mechanically propelled vehicle (other than golf buggies and motorised wheelchairs), aircraft or waterborne craft.
5. Loss of or damage to property or injury, arising out of Your or the Insured Person's business or trade, or out of professional advice given by You or by the Insured Person.
6. Injury or property damage arising from the organised playing, training or practising of/for any sport, or arising from one player or participant causing injury to another player or participant.
7. Any contract unless such liability would have arisen in the absence of that contract.
8. Judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Australia or the country in which the event occurred giving rise to Your or the Insured Person's liability.
9. Any claim for exemplary, punitive or aggravated damages.

**You must check "General Exclusions – What We Will Not Pay For" Pages 33 to 35 For Other Reasons Why We Will Not Pay.**

## **Section 7 - Kidnap, Ransom and Extortion**

### **We will pay:**

If whilst on a Journey an Insured Person is Kidnapped or allegedly Kidnapped, We will reimburse You for Extortion/Ransom Monies, paid up to the Limit of Liability.

We will also pay You for:

1. loss due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by You or an Insured Person to have custody thereof, provided however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder; and

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2. the amount paid by You for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
  3. reasonable costs of retaining independent security consultants for the exclusive function of investigating the Kidnap, negotiating the release of the Insured Person, paying any ransom or recovery of the Insured Person provided that We have given Our prior written consent to the use of such consultants.

### **Limit of Liability**

The maximum and aggregate limit of Our liability will not exceed the Limit stated in The Schedule by reason of any one Kidnapping except where stated to the contrary. Any expenses incurred either by way of payment of Extortion/Ransom monies or Expenses or the cost of consultants used to assist shall be deemed to have been incurred during the Period of Insurance in which the Kidnapping occurred.

### **Words with Special Meanings under Section 7**

In addition to the Words with Special Meanings, the following words have special meanings in this Section only

**Expenses** means any of the following:

1. Reasonable payment made by You to a person providing information which leads to the arrest of the individuals responsible for a Kidnap or Extortion insured hereunder;
2. Reasonable and customary loan costs incurred by You from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
3. Reasonable and customary travel and accommodation costs incurred by You or an Insured Person as a result of a Kidnap or Extortion;
4. Salary paid by You to an Insured Person or on behalf of an Insured Person who is the victim of a Kidnap or Extortion for up to:
  - a) thirty (30) days after the release of the Insured Person from a Kidnap;
  - b) discovery of the death of the Insured Person; or
  - c) one hundred and twenty (120) days after You receive the last credible evidence that the Insured Person is still alive; or
  - d) sixty (60) months from the date of the Kidnap, if the victim has not been released.
5. Payments made by You for a temporary replacement Employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the Kidnap;
6. Personal financial loss suffered by the Insured Person(s);
7. Travel costs of a Kidnap victim to join their immediate family upon their release and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per an Insured Person and replacement person;

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8. Reasonable and customary fees and expenses of a qualified interpreter assisting You or an Insured Person in the event of a Kidnap or Extortion; and
  9. Any other reasonable and customary expenses incurred by You with Our prior approval in resolving a Kidnap or Extortion insured hereunder.

**Extortion** means to intimidate by a threat or series of threats to Kidnap or cause bodily injury.

**Extortion/Ransom Monies** means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion, to a person believed to be responsible for the Kidnap or Extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

**Kidnap** means the illegal abduction and holding hostage of one or more Insured Person for the purpose of demanding Extortion/Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

## **Conditions Under Section 7**

### **Confidentiality**

You and each and every Insured Person will make a reasonable effort not to disclose the existence of this insurance.

### **What We will not pay for:**

In addition to the "General Exclusions – What We will not pay for", We shall not be liable for:

1. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are Extortion/Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand.
2. any loss from the Kidnap or Extortion of an Insured Person permanently residing or staying for more than 90 (ninety) consecutive days in the country where the Kidnap or Extortion occurs.
3. any fraudulent or dishonest act committed by You, an Insured Person or any person You authorise to have custody of Extortion/Ransom Monies.
4. any loss where the Kidnap or Extortion occurs in Iraq, Afghanistan, Mexico or Colombia.

### **What to do in the event of a claim under Section 7**

In the event an Insured Person is Kidnapped, the Insured must immediately notify Sportscover Assist via The Specialty Group.

Upon notification Sportscover Assist shall employ a specialist consultant to advise and assist You. All fees and expenses of these consultants shall be met by Us in the event You have a valid claim under this Section.

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## Section 8 - Hijack and Detention

### Hijack

If during the Period of Insurance and whilst on a Journey, an Insured Person is forcibly Detained for more than twelve (12) hours as a direct result of a Hijack, We will pay You the daily amount shown on The Schedule against Section 8, for every day of continued Detention up to the maximum amount and period shown on The Schedule against Section 8.

### Detention

If during the Period of Insurance and whilst on a Journey, an Insured Person is Detained, by any Government, State or other lawful authority for any reason (other than specified below), We will pay the daily amount shown on The Schedule against Section 8, for every day of Detention up to a maximum period shown on The Schedule against Section 8.

### Words with Special Meanings under Section 8

**In addition to the Words with Special Meanings, the following words have special meanings in this Section only**

**Conveyance** means:

1. any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
2. any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers.

**Detention/Detained** means restraint by way of custody or confinement against the Insured Person's will.

**Hijack** means the seizing of control of a Conveyance on which the Insured Person is a passenger.

### Legal Costs Extension

In the event of an Insured Person incurring their own legal costs as a result of being Detained, We will reimburse the Insured Person such legal costs up to the maximum amount shown on The Schedule against Section 8.

### What We will not pay for:

In addition to the "General Exclusions – What We will not pay for", We shall not be liable for any Detention attributable to the Insured Person breaking the law of any Country or State.

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## General Exclusions - What We will not pay for

### In respect of all Sections of this Policy We will not pay for any of the following claims or losses:

1. Your claim arises directly or indirectly from any injury, Sudden Illness or Serious Injury where a metastatic or terminal prognosis was made prior to the issue of the Certificate of Insurance.
2. Which arises from a lack of due care and responsibility on Your part by neglecting to observe appropriate preventative measures for the travel region, as outlined by the World Health Organisation including relevant vaccinations, malaria prophylaxis, and hygiene measures. Please see [www.who.int](http://www.who.int) for further information.
3. You travel even though You know You are unfit to travel, travel against medical advice, travel to obtain medical treatment or You arrange to travel when You know of circumstances that could lead to the Journey being disrupted or cancelled.
4. You have been instructed by Your medical practitioner that You are unfit to travel and You fail to promptly cancel Your pre-booked travel, You will be responsible for any extra cost (including cancellation charges) incurred from Your failure to promptly cancel the prearranged travel.
5. Despite Our advice otherwise following Your call to The Specialty Group or Cerberus, You received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) for further information.
6. Your claim arises from Pre-existing Medical Conditions.
7. Your claim arises from any medical procedures in relation to AICD/ICD insertion during overseas travel. If You or a member of Your Travelling Party or a Relative (as listed on Your Certificate of Insurance) requires this procedure, due to sudden and acute onset which occurs for the first time during Your period of cover and not directly or indirectly related to a Pre-existing Medical Condition, We will exercise Our right to organise a repatriation to Australia for this procedure to be completed.
8. A loss which is recoverable by compensation under any workers compensation act or transport accident laws or by any Government sponsored fund, plan, or medical benefit scheme, or any other similar type legislation required to be effected by or under a law.
9. Consequential loss of any nature including loss of enjoyment.
10. A loss resulting from a criminal or dishonest act by You or by a person with whom You are in collusion or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim.
11. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
12. A loss that arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.

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13. A loss that arises from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
  14. Your claim arises from errors or omissions in any booking arrangements or failure to obtain relevant visa, passport or travel documents.
  15. Your claim arises because You did not follow advice in the mass media of a government or other official body's warning:
    - against travel to a particular country or parts of a country;
    - of a strike, riot, bad weather, civil commotion or contagious disease;
    - of a likely or actual Epidemic or Pandemic (such as H5N1 Avian influenza);
    - of a threat of an Epidemic or Pandemic (such as H5N1 Avian influenza) that requires the closure of a country's borders; or
    - of an Epidemic or Pandemic that results in You being quarantined;and You did not take the appropriate action to avoid or minimise any potential claim under Your policy including delay of travel referred to in the warning. Please refer to [www.who.int](http://www.who.int) for further information.
  16. A loss that arises from parachuting, sky diving, hang gliding, paraponting or travel in an air supported device other than as a passenger in a licensed passenger aircraft operated by an airline or charter company. This does not apply to hot air ballooning or parasailing.
  17. A loss arising from Your, any of Your Travelling Party's or a Relative's intentional exposure to a needless risk or lack of reasonable care, except in an attempt to save human life.
  18. Delay, detention, seizure or confiscation by Customs or other officials.
  19. The cost of medication in use at the time the Journey began or for maintaining a course of treatment You were on prior to the Journey.
  20. Loss, theft or damage to anything shipped as freight or under a Bill of Lading.
  21. If Your claim arises directly or indirectly from a sexually transmitted disease (except where Human Immunodeficiency Virus (HIV) infection has been accepted by us in writing.
  22. If Your claim arises from or is in any way related to depression, anxiety, stress, mental or nervous conditions, whether they arise independently or are secondary to other medical conditions.
  23. If You, a Relative or a member of Your Travelling Party:
    - a) Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal or malicious act, or the Insured Person being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of Bodily Injury).

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- b) takes part in a riot or civil commotion;
  - c) races (except on foot or if We have agreed to provide cover and have noted on The Schedule); mountaineers – or rock climbs – using support ropes; or takes part as a professional in a professional sporting activity;
  - d) rides a motor cycle (except as a pillion passenger) without a licence that is valid in the relevant country; or
  - e) dives underwater using an artificial breathing apparatus unless You hold an open water diving licence or You were diving under licensed instruction.

24. For any costs or expenses incurred outside the period of the Journey.

## Claims

### How to make a claim

You must give us notice of Your claim as soon as possible by completing the claim form supplied by Our Clients Services department and posting to the address shown on the claim form. If the claim form is not fully completed by You, We cannot process Your claim.

If You do not, We can reduce Your claim by the amount of prejudice We have suffered because of the delay.

You must give us any information We reasonably ask for to support Your claim at Your expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of ownership.

You must co-operate with us at all times in relation to the provision of supporting evidence and such other information as We may reasonably require.

- a) For medical, hospital or dental claims, contact Cerberus as soon as practicable.
- b) For damage or permanent loss of Your Luggage and Personal Effects, report it immediately to the police and obtain a written notice of Your report.
- c) For damage or misplacement of Your Luggage and Personal Effects, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- d) Submit full details of any claim in writing within 30 days of Your return.

### Claims are payable in Australian dollars to You

We will pay all claims in Australian dollars. We will pay You unless You tell us to pay someone else. The rate of currency exchange that will apply is the rate at the time You incurred the expense.

### You must not admit fault or liability

In relation to any claim under this policy You must not admit that You are at fault, and You must not offer or promise to pay any money, or become involved in litigation, without Our approval.

## **You must help us to recover any money We have paid**

If We have a claim against someone in relation to the money We have to pay under this policy, You must do everything You can to help us do that in legal proceedings. If You are aware of any third party that You or We may recover money from, You must inform us of such third party.

## **If You can claim from anyone else, We will only make up the difference**

If You can make a claim against someone other than under an insurance policy in relation to a loss or expense covered under this policy and they do not pay You the full amount of Your claim, We will make up the difference. You must claim from them first.

If We have paid Your total loss and You receive a payment from someone else for that loss or damage, You must pay us the amount of that payment up to the amount of the claim We paid You.

If We pay You for lost or damaged property and You later recover the property or it is replaced by a third party, You must pay us the amount of the claim We paid You.

## **Depreciation**

Depreciation will be applied to claims for Luggage or Personal Effects at such rates as reasonably determined by Cerberus.

## **Business travellers – how GST affects Your claim**

If You are entitled to claim an input tax credit in respect of a cost for which a claim is made, or would be entitled to an input tax credit if You were to incur the relevant cost (i.e. in replacing a lost or stolen item), the amount We would otherwise pay will be reduced by the amount of that input tax credit.

## **Travel within Australia only**

If You are entitled to claim an input tax credit in respect of Your premium You must inform us of the amount of that input tax credit (as a percentage) at the time You first make a claim. If You fail to do so, You may have a liability for GST if We pay You an amount under this policy.

## **Fraud**

Insurance fraud places additional costs on honest policyholders.

Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud. You can help by reporting insurance fraud. All information will be treated as confidential and protected to the full extent under law. Report insurance fraud by calling Cerberus on 1300 613 193.

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