

Capricorn Risk Leisure Travel Insurance Policy

QBE Insurance (Australia) Limited

Policy Wording



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About this booklet

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it's right for you.

For more information

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

Capricorn Insurance Services

Level 8 / 9 Hunter Street, Sydney NSW 2000,

Mailing address PO Box 656, Welshpool DC WA 6986.

Phone: AU - 1300 761 780,
NZ - 09 280 4515

Email: info@capricorninsurance.com.au

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

About Capricorn Insurance Services

Capricorn Insurance Services Pty Limited ABN 17 154 801 377 AFSL 435197 is a licensed insurance broker operating across Australia. Capricorn Insurance Services was established as a wholly owned subsidiary of Capricorn Society Ltd to offer risk transfer and risk management solutions.

Important Information

The information provided in this section includes high level information about the Policy including privacy, our dispute resolution process and other relevant information.

The Policy Wording sets out the detailed terms, conditions and exclusions relating to the Policy.

This Policy may be accompanied by a Policy Schedule which sets out any applicable specific terms.

Group policies: about your right to access cover

This is a group policy which the insured has entered into with us for the period of insurance. You may be eligible to claim under it as a third party beneficiary, provided you met the eligibility criteria specified in the Policy, or under a particular cover, at the time loss or damage occurred.

You can't cancel or vary the Policy – only the contracting insured and we can do this. If the policy is cancelled or varied by us, we don't need to obtain your consent.

We also don't provide you with any notices in relation to this Policy. We only send notices to the insured as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor the insured hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf. The insured also doesn't:

- Act on behalf of us or you in relation to the Policy
- Provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- Receive any remuneration or other benefits from us.

If you're seeking to access the benefit of the Policy, you should consider obtaining advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm if you may have access to the Policy, and its currency, please refer to the 'For more information or to make a claim' section at the front of this booklet.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Significant benefits & features

We believe the most significant benefits of this Policy are that it offers the following benefits while you are on a journey. There are exclusions that apply to each section, see the Policy Wording full details.

Section A: Capital benefits - we will pay you a lump sum for accidental death and other listed conditions suffered as a result of an injury

Section B: Weekly benefits - Injury – we will pay you periodic payments following an injury

Section C: Overseas medical and additional expenses – we will reimburse you for medical and/or additional expenses necessarily incurred, as a result of an injury or illness, while on a journey outside Australia or New Zealand.

Section D: Emergency travel assistance – QBE Assist will provide assistance to you for specified amounts in the event of an injury or illness provided it occurs outside Australia

Section E: Baggage and personal effects – we will pay you specified amounts when your baggage is damaged, lost or stolen

Section F: Personal money, traveller's cheques and credit cards – we will pay specified amounts where your cash, travellers cheques and credit cards are damaged, lost or stolen

Section G: Personal liability – we will indemnify you for your legal liability for certain damages that arise as a result of an occurrence while on a journey

Section H: Loss of deposits and additional expenses – we will reimburse you specified amounts for loss of travel deposits and additional expenses

Section I: Refund of excess following a collision, damage or theft – we will reimburse you for specified amounts following a collision, damage or theft of a hire motor vehicle, which occurs while you are on a journey.

Significant risks

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read this PDS carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

This Policy does not cover:

- any claim that occurs outside the period of travel set out in the Policy Schedule;
- you if you exceeds the age limit set out in the Policy Schedule;
- any claim that arises directly or indirectly out of an existing medical condition. There are a limited number of conditions that if stable and well controlled, will not be treated as an existing medical condition. The full list of conditions is provided on the Policy Schedule. The definition of an existing medical condition is set out in the Policy Wording, under the heading 'Words with special meanings'.

How to make a claim

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- In Australia: Capricorn Insurance Services on 1300 761 780.
- In New Zealand: Capricorn Insurance Services on 09 280 4515

Emergency assistance

In the event of an accident, illness or emergency mishap during your trip overseas, please contact our medical and emergency assistance team, QBE Assist. Our team of medical and insurance specialist is available worldwide, 24 hours a day, 365 days a year to help travellers in case of an emergency.

Contact QBE Assist, by calling the international operator and ask for a "reverse charge" or "collect call" to +61 3 8523 2523. Calls from mobile phones will be at your cost.

QBE Assist is also available by:
 Fax: +61 3 8523 2530
 Email: qbeassist@qbe.com

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Dispute resolution

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement with the insured

This Policy is a legal contract between the insured and us and it's made up of the Policy Wording and, if one applies, the Policy Schedule. The insured pays us premium you may be able to claim under the Policy, provided you met the eligibility criteria at the time loss or damage occurred. There are also:

- Conditions and exclusions which apply to specific covers or sections
- General exclusions, which apply to any claim you make
- General conditions, which set out your responsibilities under this Policy
- Claims conditions, which set out your responsibilities when you make a claim, and
- Other terms, which apply to how this Policy operates.

Excesses

If you make a claim you must pay any excess(es) which applies to the cover or section you're claiming under.

How much we'll pay

The most we'll pay for a claim is the sum insured set out in the Policy Schedule for the cover or section you're claiming under, less any excess.

This Policy

This Policy consists of the Policy Wording in this booklet and the Policy Schedule. Please keep them in a safe place for future reference.

Please check the Policy Schedule details to ensure it accurately states what you expect to be insured. Be sure to check that the sum insured for the various areas of cover are adequate.

The 'general exclusions' and 'general conditions' apply to all sections of this Policy.

Words with special meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Compensation	the amount or percentage of benefit shown in the compensation tables of this Policy for a payable condition or payable event under each section of this Policy.
Dependant children	you or your spouse/partner's unmarried dependant child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty five (25) years of age while they are full time students, and in either case, are primarily dependant on you for maintenance or support.
Excess	a sum of money that you may be required to contribute to the amount of any claim. The excess applicable to each section of this Policy is shown in the Policy Schedule.
Excluded period of claim	the consecutive number of days of disablement, after medical treatment by a registered medical practitioner, as specified in the Policy Schedule, for which you will not receive a weekly benefit.

Word or term	Meaning
Existing medical condition(s)	any physical, mental illness or medical condition (including pregnancy), defect, illness or disease for which treatment, medication, preventative medication, advice, preventative advice or investigation was received or prescribed by a medical or dental adviser in the thirty (30) days prior to the booking of the journey.
Note:	
	There are a limited number of conditions that if stable and well controlled, will not be treated as an existing medical condition.
	The full list of conditions is provided on the Policy Schedule.

Word or term	Meaning
	<p>Note:</p> <p>Where any condition, illness or disease is subject of an investigation, that condition, illness or disease falls within this definition, regardless of whether or not a diagnosis of the condition, illness or disease has been made.</p> <p>This definition applies regardless of whether or not the condition, illness or disease displays symptoms.</p> <p>This definition applies to you and your travelling party, relatives, business colleague, or any other person you have a relationship with whose state of health could impact on your travel plans.</p>
Illness	any sickness or disease which occurs while you are on a journey.
Injury	<p>bodily injury resulting from accident and which is not an illness and which</p> <ul style="list-style-type: none"> occurs during the period of travel; and within twelve (12) months of the injury, results solely and independently of any other cause in the events covered under this Policy; and includes any condition resulting from exposure to the elements as a result of injury.
Insured	the insured listed in the Policy Schedule.
Journey	<p>All personal travel:</p> <ul style="list-style-type: none"> commencing during the period of insurance; and limited to the period of travel ; <p>all of which are shown in the Policy Schedule.</p>
Medical expenses	all reasonable costs necessarily incurred outside Australia or New Zealand including ambulance, hospital, theatre and surgical fees and diagnostic or remedial treatment, physiotherapy or chiropractic services given, referred or prescribed by a registered medical practitioner.
Mental illness	a condition characterised by the presence of symptoms such as delusions, hallucinations, disorder of thought form, disturbance of mood, or sustained or repeated irrational behaviour, which impairs, either temporarily or permanently, the mental functioning of a person.
Non-scheduled flight	a flight which takes place outside of normal schedules and is the subject of a hiring agreement with a charter airline, either by hiring the entire aircraft or individual aircraft seat.
Overseas	a journey or trip or travel outside the territorial borders of Australia or New Zealand, whichever is your usual country of residence.
Payable condition	is the condition which is set out in the 'Compensation table' and under each section of the Policy.
Payable event	is the event which is set out in the 'Compensation table' under each section of the Policy.
Period of insurance	the period shown in the Policy Schedule. If you commence a journey during the period of insurance, the cover under this Policy extends until the journey ends.

Word or term	Meaning
Period of travel	the period of travel set out in the Policy Schedule.
Policy Schedule	the latest schedule of insurance we give you, including any endorsement schedule or any renewal schedule.
Professional sport	is an activity which is competitively engaged in, governed by a set of rules or customs, requiring physical exertion and for which the participant receives a financial reward, payment or remuneration for their efforts and/or achievements. Professional sport does not include amateur sporting activities for which the participant receives or has received no financial reward, payment or remuneration.
Registered medical practitioner	a medical practitioner who holds a current registration with the respective medical practitioners board or medical board (or similar) in the country the medical practitioner is providing medical services.
Spouse	your husband or wife, de-facto or life partner including same-sex partners, with whom you have continuously cohabited for a period of six (6) months or more.
Terminal illness	a disease that cannot be cured or adequately treated and that is reasonably expected to result in the death of the patient within a relatively short period of time. Terminal illness includes but is not limited to progressive or chronic diseases such as cancer or heart disease.
Travelling party	you and any travelling companion who has made arrangements to accompany you for at least 50% of your trip.
War	includes war, invasion, acts of foreign enemies, hostiles or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
We, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.
You, your	<p>any person defined as an 'insured person' in the Policy Schedule You may be entitled to claim under this Policy by reason of the operation of section 48 of the <i>Insurance Contracts Act</i> and on no other basis. You are not a contracting insured under this Policy, our agreement is entered into with the Insured only.</p> <p>You must meet the eligibility criteria set out in the Policy Schedule before you are eligible to make a claim under this Policy.</p> <p>Note:</p> <p>Subject to the other terms and conditions of this Policy, cover is only provided in relation to events that occur:</p> <ul style="list-style-type: none"> after the later of the start of the period of insurance and the time you fall within the definition of an insured person; once you meet the 'Activation of cover' criteria; and before the expiry of the period of travel set out in the Policy Schedule.

Section A - Capital Benefits

Words with special meaning in this Section A

In this section the following words have the meanings set out below:

Word or term	Meaning
Loss of use	in connection with a limb or part of a limb means physical severance or permanent loss of use.
Paraplegia	total paralysis of both legs and part or whole of the lower half of the body.
Permanent	continuing for at least twelve months and which will, in all probability, continue for life.
Quadriplegia	total paralysis of both legs and both arms.

What we will pay

We will pay amounts set out in the compensation tables in this section of the Policy to you if the payable conditions shown:

- occur during the period of insurance; and
- are a result of injury which occurs while on a journey.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- illness, or
- suicide or attempted suicide.

Capital benefits restrictions

- Any payable condition claimed under capital benefits must occur within twelve (12) months of the date of injury.
- Any capital benefit payable will be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury.
- Any capital benefit payable under this section will be reduced by any amounts paid under the disappearance capital benefit.
- The maximum amount we will pay for any one (1) event involving more than one (1) insured person is the aggregate limit of liability shown in the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

Compensation table - Capital benefits

Payable condition - an injury resulting in:	Compensation as a percentage of the capital benefits sum insured shown in the Policy Schedule
1. Death	100%
2. Permanent total disablement	100%
3. Permanent disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent and incurable paralysis of all limbs	100%
7. Permanent total loss of the entire sight of one or both eyes	100%

Payable condition - an injury resulting in:	Compensation as a percentage of the capital benefits sum insured shown in the Policy Schedule
8. Permanent total loss of hearing in both ears	100%
9. Permanent total loss of the use of both hands	100%
10. Permanent total loss of the use of both arms	100%
11. Permanent total loss of the use of both feet	100%
12. Permanent total loss of the use of both legs	100%
13. Permanent total loss of the use of one hand and one foot	100%
14. Permanent total loss of the use of one hand or one arm	100%
15. Permanent total loss of the use of one foot or one leg	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use of four fingers and thumb of either hand	75%
19. Permanent total loss of the use of four fingers of either hand	40%
20. Permanent total loss of the use of one thumb, both joints	30%
21. Permanent total loss of the use of one thumb, one joint	15%
22. Permanent total loss of the use of a finger, three joints	10%
23. Permanent total loss of the use of a finger, two joints	8%
24. Permanent total loss of the use of a finger, one joint	5%
25. Permanent total loss of the use of all the toes of one foot	15%
26. Permanent total loss of the use of great toe, both joints	5%
27. Permanent total loss of the use of great toe, one joint	3%
28. Permanent total loss of the use of other toe, (each toe)	1%
29. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

Additional benefit applicable to Section A - Capital benefits

The following additional benefit automatically applies.

Disappearance benefit

If you are travelling on a conveyance, and

- the means of transportation disappears, sinks or is wrecked, and
- your body has not been found within one (1) year

we will presume that you have died as a result of an injury and we will pay the death benefit to your Estate or as otherwise required by law, unless we suspect that you may not have perished.

If we have paid the disappearance benefit we will not pay any other capital benefits under this Policy.

Section B - Weekly Benefits - Injury

What we will pay

We will pay amounts as set out in the Policy Schedule to you if the payable conditions shown:

- occur during the period of insurance, and
- are a result of injury which occurs while on a journey.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- An existing medical condition as defined in words with special meanings, or
- when a journey is undertaken against medical advice, or
- illness.

Weekly benefit - injury restrictions

- Any payable condition claimed must occur within twelve (12) months of the date of injury.
- Successive periods of disablement resulting from the same injury will be considered as one period of disablement.
- Weekly benefits will be paid after the excluded period of claim as shown in the Policy Schedule has elapsed.
- We will continue to pay weekly benefits while you suffer disablement and are entirely prevented from returning to your usual occupation, business or profession up to the benefit period shown in the Policy Schedule.

Section C - Overseas Medical and Additional Expenses

Words with special meanings in this Section C

In this section the following words have the meanings set out below:

Word or term	Meaning
Emergency dental	treatment as a result of injury which we consider non routine and which in the opinion of a qualified dental practitioner, cannot be reasonably delayed until you return to Australia or New Zealand.
Emergency optical	treatment as a result of injury which we consider non routine and which in the opinion of a qualified optical practitioner, cannot be reasonably delayed until you return to Australia or New Zealand.

What we will pay

We will pay the amounts as set out in the compensation tables in this section of the Policy if your medical and additional expenses:

- are incurred outside of Australia or New Zealand during the period of travel as set out in the Policy Schedule, and
- are incurred within twenty four (24) months of the date of injury or illness, and
- are a result of injury or illness which occurs while on a journey outside of Australia or New Zealand.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- an existing medical condition as defined in words with special meanings, or
- when a journey is undertaken against medical advice, or
- when a journey is undertaken for the purpose of obtaining medical treatment, or
- a terminal illness diagnosed prior to the commencement date of the journey.

Overseas medical and additional expenses restrictions

We will reduce our payment by any amounts recoverable by you from any other source such as Workers Compensation or another statutory scheme or private health insurance.

Compensation table - Overseas medical

Payable Event:	Compensation - What we will pay
Medical (including hospital) expenses	Up to the 'Overseas medical and additional expense' limit shown in the Policy Schedule.
Emergency dental expenses	Up to a maximum amount of \$5,000 for any one injury or illness.
Emergency optical expenses	Up to a maximum amount of \$5,000 for any one injury or illness.

Compensation table - Additional expenses

Payable event:	Compensation - What we will pay
You being hospitalised outside of Australia or New Zealand.	\$300 per day for each day hospitalised, up to a maximum of \$5,000 in total to cover out-of-pocket expenses.
Expenses of having one person travel to, remain with or escort you if <ul style="list-style-type: none"> our prior express written consent has been obtained, a registered medical practitioner has stated it is necessary. 	Up to an amount not exceeding \$20,000 unless otherwise stated in the Policy Schedule.
Your death.	We will reimburse the following costs to your estate: <ul style="list-style-type: none"> burial expenses or cost of returning your body or ashes to your home address including personal effects. Up to an amount not exceeding \$25,000 unless otherwise stated in the Policy Schedule.

The maximum amount of additional expenses we will pay as a result of an injury or illness to you will be up to the overseas medical and additional expense limit shown in the Policy Schedule.

Section D - Emergency Travel Assistance

Words with special meanings in this Section D

Word or term	Meaning
Emergency travel assistance	co-ordinating emergency medical treatment and services, which includes but is not limited to: <ul style="list-style-type: none"> arranging for hospitalisation; repatriation; transfers; medical supervision during transportation; burial arrangements. subject to QBE Assist's prior express consent.

What we will do:

We will provide emergency travel assistance if you suffer an injury or illness which occurs while on a journey outside of Australia or New Zealand during the period of insurance.

QBE Assist may advance any amounts necessary to settle medical bills which are covered under any section of this Policy.

What we will not do

We will not provide emergency travel assistance, or pay for any claim under this section of the Policy, if:

- QBE Assist has not given its prior express consent;
- a journey is undertaken against medical advice;
- a journey is undertaken for the purpose of obtaining medical treatment.

We will not provide emergency travel assistance, or pay for any claim under this section of the Policy, for:

- a terminal illness diagnosed prior to the commencement date of the journey; or
- any journey within Australia or New Zealand - whichever is your usual country of residence; or
- an existing medical condition as defined in words with special meanings.

Special terms and conditions applying to Section D

- In case of an emergency while overseas and before undertaking any personal action, you must contact (reverse charge) QBE Assist's twenty four (24) hours a day centre using the phone number or email which are provided on the QBE Assist Card issued to the insured, and:
 - state your name and the number and validity date of this Policy;
 - state the place and telephone number where you can be reached;
 - give a brief description of the problem encountered and nature of help required.
- QBE Assist's medical team or agents must have free access to you in order to ascertain your condition. If this obligation is not fulfilled you will no longer be entitled to medical assistance.
- Any decision concerning the medical transfer and/or repatriation of you (such as date, means, medical equipment) will be jointly taken by both the registered medical practitioner attending you and QBE Assist's medical team.
- In the event of a claim for transportation costs, you must give QBE Assist the unused portion of your original ticket or the counter value of the said portion.
- In any case of Injury or Illness requiring hospitalisation, transfer or repatriation you or any person acting on your behalf must inform QBE Assist within three days of the date of occurrence. We will reduce the amount payable to you under this section by the amount we have been prejudiced by your failure to notify us during this period.
- In a life threatening situation, you should try to arrange for immediate emergency help first through local sources and then by contacting QBE Assist.
- You must provide us with all documents and carry out all necessary formalities to enable us to recover payments from relevant sources, if applicable.
- Should QBE Assist be required to advance payment of medical expenses, you will recover all entitled reimbursements for such expenses which are or would be payable under the *Private Health Insurance Act 2007* (Cth), or any registered Health Fund and pay all amounts received from these sources to us as soon as possible after you return home.
- QBE Assist will not be responsible for delays or impeachment in performing the assistance and services in case of strike, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, terrorism or military or usurped power, riot and civil commotion, radioactivity or any other event of force majeure.

Section E - Baggage and Personal Effects

Words with special meanings in this Section E

Word or term	Meaning
Electronic equipment	portable game consoles, portable media players, and satellite navigation units
Personal computer	laptops, notebooks, tablet PCs, personal digital assistants (PDA's), smartphones, or any other hand-held wireless devices that has the capacity to convey data or information.

Word or term	Meaning
Unattended	leaving your baggage either with a person you have not previously met, or, in a public place where it can be taken without your knowledge or at a distance from which you cannot prevent it from being taken.

What we will pay

We will pay up to the maximum amounts as set out in the Policy Schedule for the following events occurring on your journey:

- accidental loss, theft of, or damage to, baggage or personal effects including things bought during the trip, while they are accompanying you during your trip,
- loss of, or damage to, dentures or dental prostheses while not on your person during their trip,
- the cost of medical consultation fees you incur to replace prescription medication which is accidentally lost, stolen or damaged, together with the cost of the medication itself,
- theft of, or damage to baggage or personal effects if they were left in a locked motor vehicle or a motor home during daylight hours and there was forced entry into the vehicle,
- theft of, or damage to your baggage or personal effects if they were left in a locked storage facility and there is forced entry into the facility.

In the event of a claim under this section we will reinstate the sum insured for an event that arises from any other set of circumstances.

What we will not pay

There is no cover under this section of the Policy for claims arising directly or indirectly out of the following:

- accidental loss or damage to or theft of:
 - cash, bank or currency notes, cheques or negotiable instruments (other than allowed for under Section F);
 - fragile or brittle items (e.g. glass or china), except loss or damage caused by fire, or by accident to the transport carrying them;
 - damage to computer screens, computer software or applications;
 - baggage or personal effects that are being transported independently of you;
 - property left unattended or that occurs because you do not take reasonable care to protect it;
 - baggage or personal effects which you are entitled to receive compensation from the carrier;
 - personal computer, communication or photographic equipment, electronic equipment, jewellery or watches left unattended in a motor vehicle or a motor home for any length of time, even if they are locked in the motor vehicle or motor home;
 - baggage or personal effects left unattended during non daylight hours in a motor vehicle or a motor home for any length of time;
 - baggage or personal effects left unattended by you in a tent or caravan for any length of time;
 - personal computer, communication or photographic equipment, electronic equipment, jewellery or watches checked in as baggage;
 - trade items, trade samples or your tools of trade or profession;
 - gold or precious metals, precious unset or uncut gemstones;
 - watercraft of any type (excluding theft of surfboards or damage to surfboards while in the custody of the carrier);
 - sporting equipment (excluding surfboards) whilst in use; or
 - baggage or personal effects that have been left in a locked storage facility for greater than 48 hours;
- wear and tear or depreciation of property or damage by the action of insects or vermin, mildew, rust or corrosion,
- mechanical or electrical breakdown, or malfunction repair costs.

What is the most we will pay?

The most we will pay is the sum insured set out in the Policy Schedule. We will not pay more than the original price paid for an item, even if the sum insured set out in the Policy Schedule is higher.

The limits in total, for a camera, video camera or personal computer, set of golf clubs, watches, jewellery and for any other item are set out in the Policy Schedule.

Compensation table - Baggage and personal effects

Payable event	Compensation - What we will pay
Emergency baggage Your baggage is delayed, misdirected or misplaced by any carrier for more than eight (8) hours.	The reasonable cost of you having to buy essential clothing and personal items up to the sum insured specified in the Policy Schedule.
Baggage and personal effects Your baggage or personal effects are accidentally damaged, lost or stolen.	We will choose between: <ul style="list-style-type: none"> • repairing or replacing the items to a condition no better than their condition at the time of loss, damage or theft; or • paying the value of any item in cash, taking into account an allowance for age, wear and tear up to the sum insured specified in the Policy Schedule. Note: A pair or related set of items, for example - a camera, lenses (attached or not), tripod and accessories, chain and pendant, set of golf clubs, are only one item for this purpose. The way in which we depreciate is set out in the 'Depreciation table' below.

Depreciation table

The nominated depreciation rate will apply to each year of age up to a maximum of 80% of the original purchase price of an item.

10%	Camping, sporting and leisure equipment (not leisure clothing), and musical instruments.
15%	Clothing, footwear, personal effects, baggage, prescription glasses, sunglasses, costume jewellery and books.
20%	Personal and or laptop computers, communication or photographic equipment, electronic equipment, ipods, mobile phones, CDs and DVDs.
50%	Toiletries including skin care, makeup, perfume, medication.

Items not listed above will also be subject to depreciation at our reasonable discretion.

Section F - Personal Money, Travellers Cheques and Credit Cards

What we will pay

If during the period of insurance your property, as described below, is damaged, lost or stolen while on a journey we will pay the amounts as set out in the compensation table in this section of the Policy.

We will also provide cover for your property from the time you collect the property from a financial institution or seventy two (72) hours prior to the commencement of the journey and will continue for seventy two (72) hours after the completion of the journey or until property is deposited at a financial institution, which ever occurs first.

Property under this section is cash, travellers cheques and credit cards, passports and travel documents.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- cash unless carried by you,
- loss of property other than cash from suitcases that have been left in accommodation rooms or motor vehicles or transported as checked baggage or forwarded as unaccompanied baggage,
- property stolen unless reported to police or other authority and a written statement obtained within twenty four (24) hours,
- confiscation by customs or other officials, or
- losses due to devaluation in currency.

Compensation table - Personal money, travellers cheques and credit cards

Payable event	Compensation - What we will pay
Your money is lost or stolen.	The value of the money lost or stolen up to the sum insured as set out in the Policy Schedule.
Your credit cards or travellers cheques or travel documents are damaged, lost or stolen.	The reasonable cost of replacing the documents and any amounts that you have to pay resulting from their illegal use up to a maximum of \$5,000.

Section G - Personal Liability

What we will pay

We will indemnify you up to the amounts as set out in the compensation table if you become legally liable during the period of insurance to pay damages as a result of an occurrence while on a journey.

Occurrence under this section means the continuous or repeated exposure to substantially the same general conditions. We regard all death, bodily injury or loss of or damage to property.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- bodily injury to any employee of yours arising out of or in the course of employment;
- bodily injury to you or any member of their family;
- loss of or damage to property belonging to or in the control of you;
- loss of or damage to property belonging to any member of your family;
- loss of or damage to property or bodily injury arising out of your business or trade, or out of professional advice given by you;
- loss of or damage to property or bodily injury arising out of ownership, use or possession of any mechanically propelled vehicle aircraft or waterborne craft; or
- aggravated, exemplary or punitive damages or any fine or penalty.

Compensation table - Personal liability

Payable event	Compensation - What we will pay
1. You become legally liable to pay damage as a result of the death or bodily injury to any person.	As per Policy Schedule.
2. You become legally liable to pay damage as a result of	As per Policy Schedule.

Payable event	Compensation - What we will pay
loss of or damage to property.	
3. The third party legal costs for which you become legally liable as a consequence of payable event 1 or 2.	As per Policy Schedule.
4. The legal costs (which we approve in advance) of defending claims arising from payable events 1 or 2.	As per Policy Schedule.

Section H - Loss of Deposits and Additional Expenses

Words with special meaning in this Section H

In this section the following words have the meanings set out below:

Word or term	Meaning
Additional accommodation, meal and travelling expenses	expenses we consider reasonable, over and above what you expected to pay for accommodation, meals and travelling expenses had the journey gone ahead as planned.
Act of terrorism	includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any Nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which: <ul style="list-style-type: none"> • Involves violence against one or more persons, or • Involves damage to property, or • endangers life other than that of the person committing the action, or • creates a risk to health or safety of the public or a section of the public, or • Is designed to interfere with or to disrupt an electronic system.
Relative	your parent, parent-in-law, step parent, child, step child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancée, niece, nephew, uncle, aunt, grand parent, grand child provided they reside in Australia or New Zealand.

Note: For the purpose of this section only, serious injury or illness mean an injury or illness which results in a person being admitted into hospital in excess of twenty four (24) hours.

What we will pay

We will pay the amounts as set out in the compensation tables in this section of the Policy if expenses in relation to the events stated in the compensation table are incurred during the period of travel.

The maximum amount we will pay under this section is shown in the Policy Schedule.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- the decision to change or alter travel plans for any reason other than the events listed in the compensation table; or
- travel plans made after a World Health Organisation warning is issued and/or reported in the mass media, which recommends against travelling to the intended destinations; or
- travel plans made after an Australian Government travel advisory is issued which recommends against travel to all or parts of the intended destination with a 'level 5 warning - do not travel' (reference: Department of Foreign Affairs and Trade - website: www.smartraveller.gov.au); or
- death of a terminally ill person diagnosed prior to the journey, unless they die from any other reason; or
- when a journey is undertaken against medical advice.
- an existing medical condition as defined in words with special meanings, or
- an act of terrorism.

Loss of travel deposits - Conditions

In the event of 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 insolvency or the insolvency of any person, company or organisation they deal with, occurring after you have made your travel booking, we will reimburse non-recoverable expenses incurred up to a maximum amount that is shown in the Policy Schedule during any one period of insurance.

Compensation table - Loss of deposits and cancellation/interruption expenses

Payable event	Compensation - What we will pay
Cancellation, delay, interruption or shortening of a journey resulting from:- <ul style="list-style-type: none"> • Unexpected death or injury/illness suffered by you; or <ul style="list-style-type: none"> • Unexpected death or serious injury or serious illness of your spouse, dependant child, relative, business partner or co-director; or <ul style="list-style-type: none"> • Unforeseen circumstances outside of your control not otherwise excluded under the Policy. 	Cancellation fees, loss of deposits or unused portion of travel on prepaid tickets and bookings that cannot be claimed from anyone else, or <ul style="list-style-type: none"> • The reasonable cost of rearranging the journey provided that the cost is not greater than the cancellation fees and lost deposits which would have been incurred if the trip had been cancelled. • Reimbursement of the equivalent cost for actual lost frequent flyer or similar customer loyalty points, provided <ul style="list-style-type: none"> ◦ the ticket was purchased with the use of loyalty points, and ◦ points cannot be reimbursed or claimed by anyone else, and ◦ the cost is not greater than the actual purchase price of the ticket. At our option we may choose to reimburse you or pay the provider direct up to the sum insured in the Policy Schedule.

Compensation table - Additional expenses

Payable event	Compensation - What we will pay
Lost passport or travel documentation.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per day, to a maximum of \$5,000.
Quarantine - innocently breaking government quarantine regulations.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per day, to a maximum of \$5,000.
Hijacking - delay or interruption for a period in excess of twelve (12) hours.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per day, to a maximum of \$5,000.
Arrest or Detention - your false arrest or wrongful detention overseas by any Government or foreign power.	Legal costs incurred, up to an amount not exceeding \$50,000. Counselling costs incurred, up to an amount not exceeding \$5,000.
Disruption to public transport - due to a strike, riot or civil commotion, flood, adverse weather or natural disaster.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per day, to a maximum of \$5,000.
Overbooked flight and no alternative transport available within eight (8) hours of the departure time.	Additional accommodation, meal and travelling expenses incurred up to an amount of \$400 per day, to a maximum of \$5,000.

Section I - Refund of Excess following Collision Damage or Theft

What we will pay

We will pay the amounts as set out in the compensation table in this section of the Policy if you while on a journey hire a vehicle and as a result of the vehicle being damaged, stolen or involved in a collision, you are responsible to refund the excess.

The maximum amount we will pay under this section is shown in the Policy Schedule.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- if you do not hold a valid driving licence in the country they are operating the vehicle,
- if you use the vehicle illegally,
- if you cause loss or damage to the vehicle as a result of a breach of the provisions of the hiring agreement, or
- if the vehicle is not rented from a licensed rental agency.

Compensation table - Refund of excess following collision damage or theft

Payable event	Compensation - What we will pay
1. You are involved in a collision while in control of a rented vehicle.	The amount of excess that you have paid.

Payable event	Compensation - What we will pay
2. Your rented vehicle is stolen or damaged.	The amount of excess that you have paid.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war rebellion, revolution, insurrection of military or usurped power while you are serving in any capacity whatsoever, whether in the armed forces, or while taking an active part in any occurrence as stated above,

or

2. radioactive contamination, whether arising directly or indirectly including the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1 or 2 above.

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Health insurance exclusion

We won't pay any benefits under any section of this Policy which:

- are considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations, or
- we're prevented from paying under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth).

Additional exclusions

We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

1. intentional self injury or suicide or any attempt at suicide;
2. flying or other aerial activity unless as a passenger in a properly licensed aircraft;
3. any criminal or illegal act;
4. being under the influence of, or is addicted to, intoxicating liquor or a drug, except a drug taken in accordance with the advice of a registered medical practitioner;
5. participating in or training for any professional sport;
6. expenses recoverable by you from any other source such as Workers' Compensation or any other statutory scheme or Medicare or private health insurance;
7. expenses or costs which are considered to be 'Health Insurance Business', as defined within the *Private Health Insurance Act 2007* (Cth) and its Regulations;
8. any expenses or costs which are prohibited by law from paying within Australia, New Zealand or the country in which a claim occurs;
9. the illness, injury or death, is caused by, or consequent upon, an existing medical condition of you, a member of your travelling party or a non-travelling relative or business partner;

10. any mental illness including dementia, depression, anxiety, panic attack, stress, bipolar, mania, schizophrenia or other nervous disorder;
11. HIV with AIDS related infection or illness;
12. you maintain a course of treatment you were on at the time your journey commenced, except the cost of medical consultation fees incurred to replace prescription medication which is accidentally lost, stolen or damaged, together with the cost of the medication itself;
13. illness, injury or death where a metastatic condition and/or terminal prognosis was made, in relation to any medical condition, prior to the issue of the Policy Schedule or thirty (30) days prior to booking the trip;
14. childbirth or pregnancy except as provided in the Policy Schedule;
15. if you are seventy (70) years of age or over at the time the journey is booked;
16. a loss which occurs in beyond the period of travel shown in the Policy Schedule;
17. failing to take reasonable precautions to avoid and/or minimise any loss;
18. acting maliciously;
19. taking part in a riot or civil commotion;
20. any consequential loss or loss of enjoyment;
21. you deciding to alter your plans or not to continue with the journey;
22. hunting, playing polo, racing (except on foot), mountaineering or rock climbing using support ropes, participating in base jumping, running with bulls, or pot holing;
23. professional sport;
24. travelling in international waters in a private sail vessel or privately registered sail vessel;
25. scuba diving unless you hold an open water diving licence or were diving under licensed instruction;
26. riding a motor cycle in excess of 100 cc (except as a pillion passenger) without a licence that is valid in Australia or New Zealand;
27. riding a 4 wheel motor cycle even as a pillion passenger.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your duty of disclosure, or if you make a fraudulent claim.

Aggregate limits of liability

This Policy is subject to an aggregate limit. The aggregate limit is the maximum amount we will pay for all claims arising out of any one event or occurrence. The aggregate limit for this Policy is set out in the Policy Schedule.

If the aggregate limit is not enough to pay all claims in full, then we'll reduce the amount we pay for each claim proportionately.

The aggregate limit applies to Sections A, B, E, F and I of the Policy except as stated below:

1. Non-scheduled flights (including helicopter and light aircraft) - the aggregate limit of liability applicable to an event involving travel in a non-scheduled flight is shown in the Policy Schedule.
2. The aggregate limit of liability does not apply to the following sections of the Policy:
 - Section C (Overseas medical and additional expenses); or

- Section D (Emergency travel assistance); or
 - Section H (Loss of deposits and additional expenses)
3. Section G (Personal Liability): the aggregate limit of liability does not apply to this section of the Policy. Our limit of liability under this section of the Policy for any one occurrence will be limited to the amount shown in the Policy Schedule.

Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Currency

The values and limits shown in this Policy are in Australian dollars (AUD). If expenses are incurred in another currency, then the rate of currency exchange used to calculate the amount of compensation to Australian dollars will be the rate at the date the expense is incurred.

Jurisdiction

This Policy will be governed and construed in accordance with the laws of Australia. Any dispute under this Policy will be resolved in accordance with the laws of Australia.

Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- proof of purchases (receipts, tax invoices);
- medical reports and documentation; and
- Documentation which demonstrates that you satisfied the definition of an 'insured person' prior to making a claim under this Policy.

Subrogation

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Claims

What you must do

1. If anything happens that is likely to lead to a claim you must:
 - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness,
 - tell the financial services provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow,
 - fully complete our claim form and return it to us within thirty (30) days,
 - undergo any medical examination by a doctor appointed by us if we require it, and
 - at your expense provide us with any information about the claim we ask for including:
 - reports from police, transport provider hotel or other authority;
 - doctor's reports;
 - accounts and receipts;

- valuations and proof of ownership;
- letters and notices you receive from anyone else about your claim;
- if in doubt at any time, ring your financial services provider for advice.

2. If you act fraudulently we can reject the claim altogether.
3. You must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to liability under this Policy.
4. As soon as an event that can justify a claim occurs, you must make every endeavour to minimise the loss, damage or liability.
5. In the event of a claim you must advise us of any other insurance you have covering the same risk. If you can claim from anyone else and we have already paid for the claim, you must render all reasonable assistance to us including but not limited to the proper lodgement of a claim in order that we may obtain a rateable recovery from any other Insurer.
6. We have the sole right to make admissions. We may refuse to protect you if you admit fault, make any offer of payment or defend a claim in court without our consent.
7. We will be entitled to conduct in your name the defence or settlement of any claim or to prosecute in your name.
8. We will pay benefits to you unless the insured instructs us to do otherwise.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Wording or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.



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QM6364-0118