

## IMAN Bonus Travel Insurance within Australia

All AHP Members are covered under this bonus travel insurance policy for Travel Expenses within Australia for a journey that exceeds 100 kilometres from their usual place of residence in Australia. Here is a summary of what is covered. Please refer to each section for the detailed Definitions and Exclusions.

### **Cancellation and Curtailment - Section 4**

Provides cover for specified cancellation and curtailment expenses, up to \$A10,000 per policy per year.

Cover if an Insured Person suffers an Accidental Death, Injury or Sickness whilst on a journey.

### **Loss of Deposit - Section 6**

Provides cover as specified, up to \$A10,000 per policy, per year.

Cover for pre-paid Travel and Accommodation costs should a journey be cancelled due to unforeseen circumstances outside an Insured Persons or your control.

### **Loss of Baggage - Section 7**

Loss of up to \$A1,000 per policy per year. Limit of \$A250 per bag.

Cover up to the amount shown in the schedule for loss or theft of, or damage to an Insured Persons Baggage.

### **Alternative Employee / Resumption of Assignment Expenses - Section 8**

Provides cover as specified, up to \$A10,000 per policy year

Cover for the costs of an alternative employee, or for returning an Insured Person to recommence an assignment, if an Insured Person is unable to complete an assignment due to Accidental Death, Serious Injury or Serious Sickness.

### **Personal Liability - Section 9**

Provides cover as specified, up to \$A2,000,000 per policy per year.

Cover for legal liability in bodily injury or damage to property of others accidentally caused by the Injured Person whilst on a journey.

### **Rental Vehicle Excess Waiver - Section 10**

Provides cover as specified, up to \$A2,000 per policy per year.

Cover for a Rental Vehicle Express up to the amount shown in your schedule if such Rental Vehicle is involved in a collision whilst under the control of the Insured Person or the Rental Vehicle is stolen or damaged.

## Loss of Deposits (Section 6)

### EXTENT OF COVER

If during the Period of Insurance, You or an Insured Person incurs loss of Travel and Accommodation Expenses paid in advance of a proposed Journey as a result of any Unforeseen Circumstances, We will reimburse You or the Insured Person for those expenses up to the amount shown on Schedule against Section 6.

### DEFINITIONS UNDER SECTION 6

**TRAVEL AND ACCOMMODATION EXPENSES** means any amount that You or the Insured Person have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which neither You or the Insured Person are able to use as a result of any Unforeseen Circumstance.

**UNFORSEEN CIRCUMSTANCES** means:

The Insured Person sustains an Injury or contracts a Sickness which results in the Insured Person being certified by a Doctor as unfit to commence the journey;

A Close Relative, travelling companion or business associate of the Insured Person dies unexpectedly, sustains a Serious Injury or contracts a Serious Sickness and a Doctor Certifies that the presence of the Insured Person is necessary for the health of that Close Relative, travelling companion or business associate;

The Insured Person's residence or business suffers major loss or damage; or

Any other unforeseen circumstances outside the control of You or the Insured Person.

### EXCLUSIONS UNDER SECTION 6.

We shall not be liable for any loss attributable to:

1. Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been warning before the date the Journey or tour was booked that such events were likely to occur.
2. Carrier caused delays where the cost of expenses is recoverable from the carrier.
3. Any business, financial or contractual arrangements or obligations of You, an Insured Person or any other person.
4. Any change of plans or disinclination on the part of an Insured Person or of any other person to travel.
5. The inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.
6. The refusal, failure or inability of any person, company or organisation, including but not limited to airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, by reason of their own financial default of any person, company or organisation with whom or with they deal.

## Loss of Baggage (Section 7)

### EXTENT OF COVER

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains loss of, theft of or damage to Baggage, We will indemnify You or the Insured Person in respect of such loss or damage up to the amount shown on the Schedule against Section 7.

### DEFINITION UNDER SECTION 7

**BAGGAGE** means personal effects belonging to You or an Insured Person or for which an Insured Person is legally responsible, taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey.

### CONDITIONS UNDER SECTION 7

1. The Insured Person shall take all responsible precautions for the safety and supervision of Baggage,
2. In the event that a payment is made under this Section in respect of any property, We shall be entitled to take and keep possession of such property and to deal with it in any manner We see fit.
3. The amount payable for loss of, theft of or damage to Baggage is:-
4. In respect of articles fifteen (15) years old or less, We shall have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new or by payment of the cost of the articles; or.
5. in respect of articles more than fifteen (15) years old, We shall have the option of repairing or replacing the articles in the same condition but not with articles better or more extensive than the articles were at the time that the loss or damage occurred or by payment of the cost of the articles.
7. The maximum amount We will pay for any one, set or pair of items is 25% of the amount shown on the Schedule against Section 7, unless otherwise specified on the Schedule.
8. In no event shall We pay more under Section 7 than the amount shown on the Schedule against that Section.

### EXCLUSIONS UNDER SECTION 7

We shall not be liable for any loss or damage:

1. In respect of Baggage.
  - a) not reported to either the police or the transport carrier so that a written report is available at the time of making a claim.
  - b) The maximum amount We will pay for any one, set or pair of items is 25% of the amount shown on the Schedule against Section 7, unless otherwise specified on the Schedule.
2. In respect of Baggage.
  - a) shipped under any freight agreement or sent by postal or courier services.
  - b) to vehicles or their accessories.
  - c) to any goods intended for trade or sale.
  - d) to any electronic data or software caused by:
    - (i) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration.

- (ii) mechanical or electrical failure.
- (iii) any process of cleaning, restoring, repairing or alteration.
- (iv) scratching or breaking of fragile or brittle articles, if as a result of negligence of the Insured Person.

## **Alternative Employee Resumption of Assignment Expenses (Section 8)**

### **EXTENT OF COVER**

If during the Period of Insurance, You necessarily incur Alternative Employee Expenses or Resumption of Assignment Expenses as the direct result of an Insured Person whilst on a Journey sustaining an Accidental Death or suffering a Serious Injury or Serious Sickness OR a claim being admitted under Cancellation/Curtailment Expenses in Section 4, We will pay You for such expenses up to the amount shown on the Schedule against Section 8.

### **DEFINITIONS UNDER SECTION 8**

**ALTERNATIVE EMPLOYEE EXPENSES** means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the Insured Person. Expenses shall be limited to an economy return air flight for interstate and intrastate air trips within Australia and other essential expenses incurred in transportation of the substitute person.

**RESUMPTION OF ASSIGNMENT EXPENSES** means all reasonable and necessary expenses incurred in returning the Insured Person to re-commence an assignment within ninety (90) days as a result of the claim being admitted under Cancellation/Curtailment Expenses in Section 4. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in such transportation of the Insured Person.

### **EXCLUSIONS UNDER SECTION 8**

We shall not be liable for any expenses:

1. Where the Insured Person undertakes a Journey against the advice of a Doctor.
2. Which You or the Insured Person had paid or budgeted for before the commencement of a Journey.

## **PERSONAL LIABILITY (Section 9)**

### **EXTENT OF COVER**

If during the Period of Insurance and whilst on a Journey, an Insured Person becomes legally liable to pay damages in respect of either bodily injury to any person or loss of or damage to

property AND such injury or damage is caused by an accident, We will indemnify the Insured Person against such damages up to the amount shown on the Schedule against Section 9.

We will also pay all legal costs and expenses which are recoverable by a claimant from the Insurance Person and/or incurred with Our written consent in the investigation of defence of any claim, in addition to the amount shown on the Schedule against Section 9.

### **CONDITIONS UNDER SECTION 9**

No admission, offer, promise, payment or indemnity shall be made without Our written consent.

We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.

We may at any time pay to the Insured Person, in connection with any claims or series of claims arising from the one original cause, the amount shown on the Schedule against Section 9 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

### **EXCLUSIONS UNDER SECTION 9**

We shall not be liable in respect of:

1. Injury to any person arising in the course of their employment, contract of service or apprenticeship with You.
2. Loss of or damage to property belonging to or held in trust by or in the custody or control of You, an Insured Person or any of Your Employees.
3. Injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle, aircraft or watercraft, when an Insured Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an Employee or agent of You or an Insured Person.
4. Injury, loss or damage to property caused by or arising from;
  - a) the nature of products sold by You or an Insured Person
  - b) advice furnished by You or by an Insured Person
  - c) the conduct of Your business, trade or profession.
5. Liability assumed under contract unless such liability would have arisen in the absence of such a contract.
6. Aggravated, exemplary or punitive damages or the payment of any fine or penalty.

### **RENTAL VEHICLE EXCESS WAIVER (Section 10)**

#### **EXTENT OF COVER**

If during the Period of insurance and whilst on a Journey, an Insured Person rents or hires a Rental Vehicle AND that Rental Vehicle is involved in a collision whilst under the control of the Insured Person OR the Rental Vehicle is stolen or damaged, We will reimburse You or the Insured Person for the Rental Vehicle Excess chosen but only up to the amount shown on the Schedule against Section 10.

#### **DEFINITIONS UNDER SECTION 10**

**RENTAL VEHICLE** means a rented sedan, station wagon and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company and shall not include any other vehicle.

#### **CONDITIONS UNDER SECTION 10**

As part of the arrangement for the rent or hire of the Rental Vehicle, the Insured Person must take all comprehensive motor vehicle insurance (including excess or deductible coverage) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the Rental Vehicle during the rental period.

#### **EXCLUSIONS UNDER SECTION 10**

We shall not be liable for any claims attributable to:

1. The Insured Person not holding a current motor vehicle drivers license.
2. The Insured Person being in charge of a Rental Vehicle whilst under the influence of alcohol or a drug not prescribed by a Doctor or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident.
3. The illegal or criminal use of a Rental Vehicle by You or an Insured Person.

#### **General Definitions and Conditions**

For the purpose of this Policy, the following definitions apply:-

**WE/OUR/US** means ACE Insurance Limited (ABN 23 001 642 020, AFS License No.239687)

**YOU/YOUR** means the insured named in the Schedule.

**INSURED PERSON** means such person or persons who come within the description of Insured Person contained in the Schedule and with respect to whom premium has been paid or agreed to be paid.

**EMPLOYEE** means any person in Your service including directors (executive and non-executive) and (except for Section 11) at Your option, includes consultants and/or self-employed persons undertaking work on your behalf.

**SPOUSE** means an Insured Person's husband or wife and includes de-facto and/or life partner with whom Insured Person has continuously cohabited for a period of (3) months or more.

**DEPENDENT CHILDREN** means an Insured Person's and their Spouse's unmarried dependent children (including step or legally adopted children) 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 at an accredited institution of higher learning and in either case, are primarily dependent upon You for maintenance and support.

**SCHEDULE** means the Schedule attached to the Policy Wording or any subsequently substituted schedule.

**JOURNEY** means the Journey defined in the Schedule. A Journey in excess of 100 Kilometres from your usual place of residence in Australia.

**PERIOD OF INSURANCE** means the period of time following an Event giving rise to a claim for which benefits are not payable.

**EXCESS** means the first amount of each and every claim payable by You or the Insured Person as stated in the Schedule.

**EXCESS PERIOD** means the period of time following an Event giving rise to a claim for which benefits are not payable.

**INJURY** means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent, external and visible means; and
- (b) occurs during the Period of Insurance; and
- (c) results solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any injury).

**SICKNESS** means any illness or disease of the Insured Person occurring during a Journey but does not include a terminal condition of the Insured Person diagnosed prior to the commencement date of the Journey.

**SERIOUS INJURY OR SERIOUS SICKNESS** means Injury or Sickness that causes Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending Doctor. It does not mean a terminal condition diagnosed prior to the commencement date of the Journey or any chronic or other medical condition (other than mild or controlled asthma or hypertension) for which the person on whom the claim depends: has received daily medical treatment or medication in the thirty (30) days immediately prior to commencement date of the Journey; or required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to commencement date of the Journey.

**CLOSE RELATIVE** means Spouse, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, aunt, uncle, stepchild, grandparent or grandchild provided such person is at the relevant time not more than (80) years of age.

**INCIDENTAL PRIVATE TRAVEL** means travel which is private and taken either side of or during an authorised business trip. The incidental travel portion must not exceed more than 60% of the trip in its entirety unless authorised by Us.

**POLICY** means this Policy Wording and the Schedule

**POLICY WORDING** means this document

**DOCTOR** means a legally registered medical practitioner who is not an Insured Person or their relative

**ACCIDENTAL DEATH** means death occurring as result of an Injury

**EVENT(S)** means the event(s) described in the Table of Events set out in Section 1 of this Policy.

#### **GENERAL EXCLUSIONS UNDER THE POLICY**

#### **APPLICABLE TO ALL SECTIONS OF THE POLICY**

We shall not pay benefits with respect to any loss, damage, Liability, Event, Injury or Sickness which:

1. results from an Insured Person engaging in or taking part in:
  - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for or participating in professional sport of any kind
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by You or an Insured Person.
3. results from war (whether declared or not), invasion or civil war.
4. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
5. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
6. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.

We shall also not pay any claim with respect to any Insured Person who is over seventy-five (75) years of age at the time of loss, damage, liability, Event, Injury or Sickness.

## **GENERAL CONDITIONS UNDER THE POLICY**

### **Change of Business Activities**

You must inform Us as soon as is reasonably practicable of any alteration in Your business activities which increases the risk of a claim being made under this Policy.

### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all Your rights and the rights of the Insured Person to recovery against any person or entity other than another Insured or Insured Person protected by this Policy and You and the Insured Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor an Insured Person shall take action after any loss which will prejudice Our rights to subrogation.

### **Expiry of Cover**

In the event the Journey continues past the expiry of the Period of Insurance and the Policy is not renewed with Us, We will not be liable for any loss occurring after the expiry date of the Period of Insurance.

### **Other Insurance**

In the event of a claim, You must advise Us as to any other insurance You may have covering the same risk.

### **Breach of Conditions**

If You are in breach of any of the conditions of this Policy, We may decline to pay a claim.

### **Aggregate Limit of Liability**

(This condition is not applicable to Sections 4,7,9,11 and 13 of this Policy).

- a) Except as stated below, Our total liability for all claims arising under this Policy during any one Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A).
- b) Our total liability for all claims arising under this Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in

accordance with fixed flying schedules, over specific air routes, to and from fixed terminals, shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).

- c) In the event that claims are made under this policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Insured Person in such a manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

#### **Proper law**

Any dispute arising under this Policy or concerning its formation shall be governed by the laws of the appropriate State of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within the said State and to comply with all requirements necessary to give such Court Jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

#### **Headings**

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of this Policy are not to be construed or interpreted by reference to such headings.

#### **Assistance and Co-operation**

You shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing and right of contribution or indemnity against any person or organisation who may be liable to You because of Injury or damage with respect to which insurance is afforded under this Policy. In that regard, You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the accident.

#### **Due Diligence**

You and all Insured Persons will exercise due diligence in doing all things to avoid or reduce any loss under this policy.