

# Domestic Travel Insurance

Combined Financial Services Guide, Product Disclosure Statement

Effective Date: 25 March 2021

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Date of Preparation: 12 March 2021

Date effective: 25 March 2021

Version: TIDDOMS-0321

## **About this document**

There are two parts to this document. The first part is your Product Disclosure Statement (PDS) which provides the important information about this policy, including the detailed terms, conditions and exclusions, and how to contact us. This is a consumer insurance contract under the *Insurance Contracts Act 1984*. XL Insurance Company SE, Australia branch (ABN 36 083 570 441) (the insurer), are responsible for the PDS section in this document.

The second part of this document is the Financial Services Guide (FSG) which provides information about who we are, who we do business with to provide you with insurance, how we and our business partners are paid, how to make a complaint and other details to help you decide whether to use any of the services offered by us. nib Travel Services (Australia) Pty Limited, ABN 81 115 932 173, AFSL No 308461 (nib), are responsible for the FSG section in this document.

#### About the insurer

This insurance is underwritten by XL Insurance Company SE, Australia branch (ABN 36 083 570 441). XL Insurance Company SE is part of AXA XL, a division of AXA.

## **About Travel Insurance Direct**

This policy is distributed and issued by Travel Insurance Direct, ABN 30 121 659 470, AR 305589 (Travel Insurance Direct), who are an authorised representative of nib Travel Services (Australia) Pty Limited, ABN 81 115 932 173, AFS Licence No 308461 (nib). For information on how these insurance providers work together and the services they provide, please refer to the FSG at the back of this combined document.

# Product Disclosure Statement

## Important information

In this PDS **we** explain important information about this policy including how **we'll** protect **your** privacy and how to make a complaint or access **our** dispute resolution service.

## **Emergency Assistance**

**We** provide emergency assistance for people who are covered under Travel Insurance Direct policies worldwide. **Our** experienced specialists can be contacted by telephone 24 hours a day, 7 days a week to help **you** in the event of an emergency and to liaise on **your** behalf with **our** inhouse medical team.

**Our** emergency assistance team will also work closely with the claims department, which will assess **your** entitlement to financial assistance.

Our team is connected with a global network that provides:

- Medical transfer to a hospital or repatriation to your home in Australia, where necessary;
- Guidance and support even if your loss may not be covered by the policy;
- · Access to general policy and coverage advice; and
- Access to translation services.

## **How to contact Emergency Assistance**

Please contact the emergency assistance team using the contact details below:

Phone	+61 2 9234 3123
	or +61 2 8256 1523
SMS	+61 418 406 188
Email	help@tid.com.au

## The cost of this policy

The total premium is the amount **we** charge **you** for this policy. It includes the amount **we** have calculated for the risk, commission and taxes and government charges applicable. The premium will be shown on the Certificate of Insurance.

When calculating the premium **we** take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information **you** give **us** and the level and type of cover **you** choose.

The main factors that impact your premium include:

- · the cover offered under this plan;
- the length of your trip;
- your age;
- · additional premium payable for any available options you choose:
  - snow sports cover option
  - rental vehicle insurance excess
  - · specified items
  - variable excess

For example, premiums may be higher if **you** are in a higher risk age group, for longer trips, and when **you** choose to purchase additional cover.

This policy is only valid after **you** pay the premium and **we** issue a Certificate of Insurance to **you**.

## Additional options to purchase

**We** offer the following options for **you** to purchase. These options can be added with payment of an additional premium, and will be shown on **your** Certificate of Insurance when added to **your** policy.

## Snow sports cover option

This option is available with payment of an additional premium. When chosen, this option is shown on **your** Certificate of Insurance. Applicable limits are applied per adult and are not increased for accompanying **children**.

If you'll be taking part in snow sports on your trip, you must select the <u>Snow sports cover option</u> to have cover under all benefit sections of your policy for any claim arising from participation in snow sports. In addition, you will receive the following benefits:

Benefit	Applicable limits per adult
Any claim <b>arising</b> from participation in <b>snow sports</b>	Up to the applicable limit of the relevant section.
Ski lift passes	\$1,000
Ski run closure	\$100 per day up to a maximum of \$1,000

Benefit	Applicable limits per adult	
Hire replacement snow equipment	\$2,000	

Refer to the section **Snow sports cover** for further cover details with this option.

## Additional rental vehicle insurance excess option

This option is available with payment of an additional premium. When chosen, this option is shown on **your** Certificate of Insurance.

If you are hiring a rental vehicle, you may have to pay an insurance excess for an accident or theft. We have included cover for rental vehicle insurance excess; however, you may wish to increase this cover for an additional amount.

Maximum additional policy limit	Additional units of cover
\$6,000	Additional premium charged for each \$500 unit of additional limit selected.

This insurance does not provide cover for **your** liability arising out of **your** use of a **rental vehicle**. Please ensure **you** have adequate liability insurance.

## **Specified items option**

Specified items are shown on your Certificate of Insurance.

**You** can cover items worth more than the luggage item limit by specifying the item(s) and paying an additional amount. Items separately insured under this Specified items option are covered up to the amount specified, even if this amount exceeds the total <a href="Luggage and personal effects">Luggage and personal effects</a> limit set out in the <a href="Schedule of benefits">Schedule of benefits</a>.

- Maximum individual specified item limit: \$4,000
- Maximum total for all specified items: \$10,000

**You** must insure the total value per item. Please ensure **you** have proof of value of any item **you** specify. This will be required should **you** make a claim. Depreciation does not apply to specified items in the event of a claim. Cover for specified items is subject to the terms and conditions as detailed under the section **Luggage and personal effects**.

## Variable excess option

When **you** apply for insurance, **we** will let **you** know the applicable premium **you** have to pay. The premium and any excess applicable will be shown on **your** Certificate of Insurance.

Where **you** vary the excess, **your** premium will be adjusted accordingly; the lower the excess **you** select, the higher **your** premium will be.

Refer to the section **Excesses** for more information on how excesses work.

## **Your Duty to Us**

In accordance with the *Insurance Contracts Act 1984*, **you** have a duty to act in the utmost good faith in all of **your** dealings with **us**.

Before **you** enter into, vary or extend an insurance contract **we** will ask **you** questions that are relevant to **our** decision to insure **you** and on what terms. **You** must take reasonable care not to make a misrepresentation to **us** when answering those questions; for example, **you** will need to provide information which, to the best of **your** knowledge, is complete, accurate and not misleading.

If you do not take reasonable care not to make a misrepresentation, we may be permitted by law to cancel your contract or deny or reduce the amount we will pay you for a claim.

If you make a misrepresentation which is fraudulent:

- we can treat the contract as if it never existed, unless we would have entered into it for the same premium and on the same terms anyway; or
- if we are not entitled to, or decide not to, avoid the contract we can reduce the amount we pay you for a claim so we are put in the position we would have been in if you had not breached your duty to us.

**You** are also required to take reasonable steps to minimise **your** loss and to have regard to **our** interests in the event of a claim.

## **Cooling-off period**

## Cancelling within the cooling-off period

You have 21 days from the day you buy your policy to decide if the cover is right for you. If it's not, you can cancel your policy within this 'cooling-off period', and we'll give you a full refund of your premium provided that:

- · you haven't started your trip; and
- you haven't made a claim; and
- you don't intend to make a claim or exercise any other right under your policy.

To cancel **your** policy within the cooling-off period, contact **us**. **Your** refund will be processed within 15 business days.

## Cancelling outside the cooling-off period

If you request to cancel your policy outside the cooling-off period, we may, at our discretion, refund that part of your premium paid for the unused period of insurance. To be eligible for a refund, you cannot have started your trip, have made a claim or intend to make a claim or exercise any other right under your policy.

## Cancellation by us

**We** can cancel **your** insurance in any way permitted by law, as described in the *Insurance Contracts Act 1984*, including if **you** have:

- failed to comply with your duty to act in the utmost good faith; or
- made a misrepresentation which is fraudulent, unless we would have entered into or amended the policy for the same premium and on the same terms with you anyway; or
- failed to comply with a provision of the policy, including failure to pay the premium; or
- made a fraudulent claim under this policy or any other current policy.

If **we** cancel **your** policy, **we** will do so by giving **you** written notice. **We** will deduct from the premium an amount to cover the shortened period for which **you** have been insured by **us** and refund to **you** what is left.

#### The General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and insurance practice between insurers, authorised representatives and consumers. The Code sets out what we must do when dealing with you. You can obtain a copy of the Code from codeofpractice.com.au.

## **Privacy**

Travel Insurance Direct Pty Limited and nib Travel Services (Australia) Pty Limited ("we", "us", "our" in this privacy section) collect **your** personal information, and in some cases **your** sensitive information in order to issue, arrange and manage **your** travel insurance or to provide **you** with related services. We will only collect personal and sensitive information from **you** or from those authorised by **you**, such as our distribution partners.

We may disclose **your** personal and sensitive information to third parties involved in the above process, such as travel agents and consultants, travel insurance providers, insurers and reinsurers, claims handlers, investigators and cost containment providers, medical and health service providers, legal and other professional advisers, **your** and our agents and

our related companies. Some of these third parties may be located in other countries such as the UK, Europe and the USA.

Our Privacy Policy details how we collect, use, store and disclose **your** personal and sensitive information as well as how **you** can seek access to and correct **your** personal information or make a complaint. **You** may not access or correct personal information of others unless **you** have been authorised by them, or are authorised under law or they are **your** dependants.

By providing us **your** personal and sensitive information **you** consent to us collecting, using, storing and disclosing it in accordance with our Privacy Policy. If **you** don't provide all of the personal and sensitive information we've requested, whether directly or through others, we may not be able to provide **you** with our services or products including being able to process **your** application for insurance.

You can view our full Privacy Policy at: https://www.travelinsurancedirect.com.au/privacy.

## Resolving complaints and disputes

If **you** have any feedback about **our** service – positive or negative – **we** would like **you** to share it with **us**. Refer to the back page of this document for **our** contact details.

## How we handle complaints

If **you** have a complaint arising out of this insurance or the financial services provided by the insurer, **our** representatives, affiliates, or service providers, please contact:

#### **Customer Relations**

nib Travel Services

PO Box A975

Sydney NSW 1235 Australia

Phone: 1300 625 229

Email: complaints@nibtravel.com

nib will acknowledge **your** complaint within 5 business days and provide **you** with the contact details of the person handling **your** complaint. **We** will respond to **your** complaint within 15 business days. If more time is needed to collect necessary information or complete any further investigation required, nib will agree with **you** a reasonable alternative timeframe.

If **you** are not satisfied with the response to **your** complaint, **you** should contact XL Insurance Company SE, Australia branch for consideration under their dispute resolution process at:

#### The Complaints Officer

XL Insurance Company SE, Australia branch

L28 123 Pitt St, Sydney NSW 2000

Email: idraustralia@axaxl.com

**Your** dispute will be acknowledged within 5 working days of receipt, and XL Insurance Company SE, Australia branch will send a final response on behalf of the insurer within 15 business days.

If we are unable to resolve your complaint within 45 days of receiving your original complaint, or if you are still not satisfied with the outcome, you can choose to have your complaint independently reviewed by the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

AFCA can be contacted at:

Website: afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3,

Melbourne VIC 3001.

## **Changing your policy**

Changes to this policy only become effective when **we** agree to them and send **you** a new Certificate of Insurance detailing the change.

If you wish to change your policy details after your Certificate of Insurance has been issued, please contact us; we may require additional information to review the change request. Where we agree to make a change to your cover, an additional premium may apply.

## Changes to your travel plans

**You** must tell **us** as soon as possible if circumstances occur, or if changes or alterations are intended or made, which increase the risk of loss, damage or **injury**. This may result in changes to **your** cover.

For example, **you** intend to visit a destination country or region not listed on **your** Certificate of Insurance.

If you don't nominate the destination country or region for your trip which would impact our decision to offer you cover or the terms of the cover offered, any claim under this policy relating to that undisclosed destination country or region may be reduced to nil.

## **Extending your policy**

Depending on **your** circumstances, if **you** want to change the dates of **your** cover, **you'll** need to either extend **your** policy or buy a new one (for the additional days). **You** are eligible to extend **your** policy if:

- your current policy has not ended;
- all travellers are currently within the plan age limits such as if you
  are travelling with accompanying children who are still under 21;
- you still meet all eligibility requirements of the policy;
- you haven't claimed and don't intend to claim for an event that has already occurred;
- there has been no change to your health since the issue of your Certificate of Insurance.

**You** will not have cover for a claim **arising** from any event that has occurred before **your** policy is extended that a reasonable person in **your** circumstances should have known could foreseeably lead to a claim.

If **you** don't satisfy all these criteria, don't worry; **you** can apply to buy a new policy for the additional dates. If **you** don't qualify for an extension and have to buy a new policy to cover **your** additional travel days, the PDS and the pricing in use at the time **you** buy **your** new policy will apply.

**You** can only extend a policy up to a maximum of 6 months from the original departure date shown on **your** Certificate of Insurance.

If **you** do not extend or buy a new policy before **your** current policy ends, or there is a gap between the **periods of insurance**, a 72-hour **waiting period** will apply to a policy **you** purchase whilst **you** are travelling.

#### **Automatic extension**

If you are unable to return to your home in Australia before the end of the period of insurance (at 11.59pm AET on the return date shown on your Certificate of Insurance), due to an illness or injury causing you or a member of your travelling party to be unfit to travel, contact our Emergency Assistance team as soon as possible. We will apply an extension to your policy whilst your claim is being determined, which will continue if we accept cover for your claim. This extension will last until the earlier of six months after the return date of your policy, or until you are able to return to your home in Australia. If we determine that there is no cover for your claim, we will notify you of this, and the cover under the automatic extension will end.

If you are prevented from returning to your home in Australia before the end of the period of insurance by the delay, cancellation or restriction of your scheduled public transport, an extension of up to 48 hours applies to your policy. If you will be delayed longer than 48 hours,

you may be eligible to extend your policy prior to the end of the **period** of insurance (see <u>Extending your policy</u>), or you can buy a new policy.

#### **Jurisdiction and Choice of Law**

This policy is governed by and construed in accordance with the law of New South Wales, Australia. **You** agree to submit to the exclusive jurisdiction of the courts of New South Wales under this 'Jurisdiction and Choice of Law' clause should a dispute arise under this policy.

#### **Financial Claims Scheme**

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS), which is administered by APRA. The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria. **You** may obtain further information about the FCS from <a href="www.fcs.gov.au">www.fcs.gov.au</a> and the APRA hotline on 1300 55 88 49.

## Our agreement with you

This policy is underwritten by XL Insurance Company SE, Australia branch (ABN 36 083 570 441). XL Insurance Company SE is part of AXA XL, a division of AXA. This policy is an agreement between **you** and **us**, made up of:

- your application for insurance; and
- this Combined Financial Services Guide and Product Disclosure Statement; and
- your Certificate of Insurance, which sets out the cover you've chosen and any terms specific to you; and
- any other documentation we issue to you outlining terms and conditions of your cover.

The cover under this policy is provided during the **period of insurance**, once **you've** paid **us your** premium. 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 our rights and your responsibilities when you make a claim; and
- other terms which set out how this policy operates.

## Paying your premium

**You** must pay **your** premium (which includes commission, stamp duty and GST if applicable) at the time **you** take out this policy.

**Your** premium is set out on **your** Certificate of Insurance. If **you** did not pay **your** premium at the time **you** took out this policy, then **we** will treat this policy as never having operated and there'll be no cover.

#### **Excesses**

An excess is an amount **you** must pay once for each claim **you** make, except for benefit sections which state: "No excess applies to claims under this benefit". The excess is deducted from any claim payment **we** make to **you**, if **you** make more than one claim under **your** policy, the excess will apply to each claim which arises from each separate set of circumstances.

When **you** apply for insurance **you** may vary **your** excess, **we** will let **you** know the applicable premium **you** have to pay, and **your** excess will be shown on **your** Certificate of Insurance. Refer to the section <u>Variable</u> excess option under <u>Additional options to purchase</u>.

## How much we'll pay

The most we'll pay for a claim is the applicable limit set out in the Schedule of benefits for the cover or section you're claiming under, less any excess and depreciation, where applicable. For more information about excesses, refer to the section Excesses; for more information on depreciation, refer to the Luggage and personal effects section which explains how we calculate depreciation.

## When does the policy begin and end?

Once **you** pay **your** premium, and **we** have accepted **your** application for insurance **we** will issue **you** a Certificate of Insurance showing the details of **your** policy.

Cover is available for a **trip** to be taken during the **period of insurance** (which begins from the departure date and ends at 11.59pm AET on the return date, which are shown on **your** Certificate of Insurance).

There is no provision to suspend this policy during the **period of insurance** and the policy is not a renewable contract of insurance.

## When does Cancellation cover begin and end?

Your cancellation cover:

- begins from the time we issue your Certificate of Insurance for:
  - benefit section <u>Cancellation or holiday deferment costs</u>; and
  - events 1 to 4 in the benefit section <u>Coronavirus travel</u> <u>costs</u>; and

 ends when you return to your home in Australia or when the period of insurance ends, whichever happens first.

## When does cover for all other benefits and events begin and end?

Cover under all other benefits and events begins when **you** leave **your home in Australia** to begin **your trip** or the departure date of the **trip** shown on **your** Certificate of Insurance, whichever happens last. Cover ends when **you** return to **your home in Australia** or when the **period of insurance** ends, whichever happens first.

## **Waiting period**

If **you've** already started travelling when **your** Certificate of Insurance is issued:

- a 72-hour waiting period applies from the time the Certificate of
  Insurance is issued before cover for any events begins. However, if
  after the trip departure date noted on your Certificate of
  Insurance and before the end of the 72-hour waiting period you
  suffer an injury as a result of an accident, cover as per the
  conditions of Medical evacuation and repatriation begins from
  the time of the accident for that injury. Cover for all other events
  only begins after the 72-hour waiting period, and is only for events
  first occurring after the 72-hour waiting period.
  - where you select a trip departure date that is more than 72 hours after your Certificate of Insurance is issued even though you've already started travelling:
    - cover under the benefit section <u>Cancellation or holiday</u> <u>deferment costs</u> and events 1 to 4 under the benefit section <u>Coronavirus travel costs</u> only begins after the 72-hour waiting period, and is only for any events first occurring after the 72-hour waiting period; and
    - cover for all other benefits and events begins from the trip departure date you nominate that is shown on your Certificate of Insurance and is only for events first occurring after the trip departure date.

If you have an existing Travel Insurance Direct policy that will end whilst you are travelling, and you buy a new policy before the period of insurance ends under your existing policy (at 11.59pm AET on the return date shown on your Certificate of Insurance), the waiting period will not apply to that new policy, provided that there is no gap between the periods of insurance.

## **Updating this document**

This document is current for the period of insurance outlined in **your** Certificate of Insurance. **We** may need to:

- update this document where required to comply with law:
  - If the changes affect a policy you currently have with us, we
    may issue you with a new Product Disclosure Statement to
    update the relevant information. If we do so, we will notify
    you via your email, phone number or via our website at
    travelinsurancedirect.com.au.
- update this Product Disclosure Statement more generally from time to time.
  - We ask that you read any new Product Disclosure Statement in full, as it may differ from the wording of previous policies you had with us; and it may affect your cover or your decision to purchase cover with us.

You can get a paper copy free of charge by contacting us.

## Responsibility for this document

XL Insurance Company SE, Australia branch, are responsible for the PDS in this document.

## **Domestic Plan**

### Schedule of benefits

This Schedule of benefits forms part of **your** policy and shows the limits and sub-limits for the benefits. Applicable limits are applied per adult traveller and are not increased for accompanying **children**. **You** must read this Schedule of benefits together with **your** Certificate of Insurance and this Product Disclosure Statement.

Benefit	Applicable limits per adult
Cancellation and additional expenses	
Cancellation or holiday deferment costs	\$10,000
Agent's cancellation fees - sub-limit	\$2,000
Emergency travel arrangements and accommodation expenses	\$10,000
Meals - sub-limit	\$500; limit \$75 per 24hrs
Emergency internet/telephone - sub-limit	\$250
Medical evacuation and repatriation \$50,000	
Extra travel cover	

Benefit	Applicable limits per adult
Travel delay	\$500; limit \$250 per 24 hours
Missed connection – special events	\$2,000
Missed connection – flight delay within Australia	\$2,000
Emergency accommodation due to <b>terrorism</b>	\$3,000; limit \$300 per day
Emergency expenses to avoid disaster	\$1,000
Early return home	\$2,000
Rental vehicle expenses	
Rental vehicle insurance excess	\$4,000 +
Return of <b>rental vehicle</b>	\$750
Luggage	
Luggage and personal effects maximum limit	\$4,000
Personal computer, camera and video equipment individual item limit	\$1,000
Smartphone individual item limit	\$700
Other individual item limit	\$500
Emergency luggage	\$500
Hiring replacement golf and surf equipment	\$200
Fraudulent use of credit or debit cards	\$3,000
Accidental death	\$10,000
Accompanying <b>children</b> - sub-limit	\$1000 per <b>child</b>
Personal liability	\$300,000
Coronavirus travel costs	\$2,500

<sup>+</sup> This is a limit per policy; it is the most **we'll** pay for all people on **your** Certificate of Insurance combined, per **trip**.

#### **Guidelines**

This plan is only available to residents of Australia under the age of 81 at the departure date of the trip.

- This plan ends once you have returned to your home in Australia
  or the return date on your Certificate of Insurance, whichever
  happens first.
- If you have an <u>existing medical condition</u> other than those automatically covered, it will not be covered by this policy.
- There is no cover for cruises in Australian Waters under this plan.
- There is no provision to suspend this plan during the period of insurance.
- This plan cannot be purchased more than 12 months prior to travel.
- A policy premium is charged for each adult traveller; accompanying children are insured for no additional premium.
- This policy only covers the adult travellers and any accompanying children named on the Certificate of Insurance.
- Any options selected by you are in addition to this plan and are referenced in your Certificate of Insurance.

## **Definitions**

The words and terms in **bold** throughout this policy have special meanings set out below. Plurals and other forms of these words shall have the same meaning as in the singular form.

Where other words and terms are only used in one section of the policy, **we'll** describe their special meaning in that section. Plurals and other forms of these words shall have the same meaning.

Word or term	Meaning
Arise	caused by or resulting from.
Camera and video equipment	includes devices designed primarily to capture still or moving images, and associated accessories.  This definition does not include drones, or any device
	which can serve another primary function, such as smartphones or tablets.
Carrier	the scheduled airline, vessel, train, or motor coach public transport in which <b>you</b> are to travel to or from <b>your</b> intended destination.

Word or term	Meaning
Child	your children, stepchildren, grandchildren, foster children, and children for whom you are the legal guardian, who are travelling with you on the same itinerary for the entire duration of your trip and at the time the Certificate of Insurance is issued are:  • under 21 years of age, and • working less than 30 hours per week.
Chronic	a persistent and lasting condition in medicine. <b>We</b> 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 two occasions) or characterised by long suffering.
Close contact	<ul> <li>face-to-face contact in any setting with a confirmed or probable case, for 15 minutes or more. This is cumulative over the course of one week. It starts from 48 hours before the onset of symptoms in the confirmed or probable case; or</li> <li>sharing a closed space with a confirmed or probable case for a prolonged period (e.g. more than 2 hours). This is in the period extending from 48 hours before onset of symptoms in the confirmed or probable case.</li> </ul>
Coronavirus	the SARS-CoV-2 virus, and any disease caused directly by this virus, including COVID-19.
Close relative	a relative of <b>yours</b> or of a member of <b>your travelling party</b> , who is a resident in Australia or New Zealand. It means a spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, niece, nephew, grandchildren, grandparent, stepparent, stepchildren, fiance or fiancee, or legal guardian.
Electronic equipment	personal and portable game consoles, media players, satellite navigation units, wearable technology, headphones.

Word or term	Meaning
Existing medical	any medical condition which:
condition	• at the time <b>you</b> buy <b>your</b> policy is:
	• chronic; or
	<ul> <li>displaying symptoms; or</li> </ul>
	<ul> <li>under investigation; or</li> </ul>
	<ul> <li>pending follow-up consultation, treatment or surgery; or where these are recommended or planned; or</li> </ul>
	• metastatic; or
	• terminal; or
	<ul> <li>in the six months prior to the time you buy your policy there has been:</li> </ul>
	• treatment by a <b>medical practitioner</b> ; or
	<ul> <li>medication prescribed; or</li> </ul>
	• surgery.
Financial default	the insolvency, bankruptcy, provisional liquidation, financial collapse, appointment of receivers or any other form of insolvency administration of any person, company, or organisation.
Home in Australia	your usual residential address in Australia. If you do not travel directly to your home in Australia at the completion of your trip, it means the point of arrival of your pre-paid scheduled public transport or an Australian hospital if we repatriate you.
Illness	any disease or sickness affecting the body or mind.
Injury	a bodily injury that is caused solely and directly by external and visible means as a result of an accident and which does not result from an <b>illness</b> .

Word or term	Meaning
Medical practitioner	a medical professional registered and certified by the National or State Health Board (as required by law) either in Australia or in the country in which <b>you</b> are being treated whilst on <b>your trip</b> , and who is licensed to provide treatment, medication/prescriptions and medical opinions and reports – for example doctors, physiotherapists, dentist, psychologists and psychiatrists.  A medical practitioner does not include a person who is
	related to <b>you</b> or a member of <b>your travelling party</b> .
Natural disaster	flood, cyclone, tornado, hurricane, typhoon, wild fire, tsunami, earthquake, landslide, avalanche, volcanic eruption.
	Natural disaster does not include outbreak of disease, epidemic, pandemic, or any other event that is not specifically included in this definition.
Period of insurance	the period between the departure date and 11.59pm AET on the return date shown on <b>your</b> Certificate of Insurance.
Personal computer	laptops, notebooks, tablets, other personal hand-held wireless devices that convey data or information (excluding smartphones).
Professional sporting activity	a sporting activity where <b>you</b> are paid to participate, appear or train or where <b>you</b> receive sponsorship, income or prize money, regardless of whether or not <b>you</b> are a professional sportsperson.
Rental vehicle	any 4-wheeled vehicle with a gross vehicle mass less than 4.5 tonnes that <b>you</b> :
	<ul> <li>hire from a registered rental vehicle company; and</li> </ul>
	have a rental vehicle agreement in writing.
Resident of Australia	an Australian citizen; permanent resident; holder of a skilled working visa (including 457 and Temporary Skill Shortage visa, but not a working holiday visa); student visa; holder of a partner/spouse visa which allows <b>you</b> to stay in Australia for at least 2 years; or New Zealand passport holder; all with unrestricted right of entry into Australia and access to long-term medical care in Australia.

Word or term	Meaning
Scheduled public transport	publicly available flights, cruises, rail services, bus services, ferries that run to a published timetable.
Snow sports	snow skiing and snowboarding on and off piste, back country skiing and snowboarding, snowmobiling, tobogganing, cross-country skiing, telemark skiing.
Terrorist act/ Terrorism	an act or threat of violence of any person or group, organisation or government committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public in fear.
Travelling party	you and any travelling companion who has made arrangements to accompany you for at least 50% of the duration of your trip.
Trip	travel during the period between the departure date and the return date listed on <b>your</b> Certificate of Insurance. The trip must start or end at <b>your home in Australia</b> .
	The period of travel cannot be altered without <b>our</b> consent.
Unattended	I leaving your luggage or personal effects:  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; or  With a person who is not a member of your travelling party or working for your carrier or accommodation provider.
We, our, us	means nib Travel Services (Australia) Pty Limited, who deal with <b>you</b> as an agent of the insurer, XL Insurance Company SE, Australia branch (ABN 36 083 570 441).  Travel Insurance Direct Pty Limited deals directly with <b>you</b> as the authorised representative of nib Travel Services (Australia) Pty Limited.
You, your, yours, yourself	the people listed in the Certificate of Insurance.

## **Existing medical conditions**

The definition of **existing medical condition** applies to **you** where, at the time **you** buy **your** policy, **you** or a reasonable person in the same position could be expected to have been aware of the condition. It also applies to claims **you** make that **arise** from the **existing medical condition(s)** of **your travelling party**, a **close relative**, and **your** business partner.

There are exclusions that may apply to claims **arising** from **existing** medical condition(s).

If you have an existing medical condition that is not <u>automatically</u> <u>covered</u> under your policy, then you won't be covered for any claim that arises from that existing medical condition. This policy will not cover a loss arising from any existing medical condition of a member of the travelling party, a non-travelling close relative or business partner.

### What's an existing medical condition?

An existing medical condition is any medical condition which:

- at the time you buy your policy is:
  - · chronic; or
  - · displaying symptoms; or
  - under investigation; or
  - pending follow-up consultation, treatment or surgery; or where these are recommended or planned; or
  - · metastatic; or
  - · terminal; or
- in the six months prior to the time you buy your policy there has been:
  - treatment by a medical practitioner; or
  - · medication prescribed; or
  - surgery.

## **Automatically covered conditions**

We automatically cover you for over 40 existing medical conditions which may exist at the time you buy your policy. Your medical condition is classified by us as an automatically covered condition if it's listed in the table below, provided that you satisfy all criteria listed for that condition. You must read this section together with the General exclusions, as these may affect your cover.

Medical condition	Criteria
Acne	You haven't received treatment for your acne from a medical practitioner in the three months prior to buying your policy.
Allergies	You follow advice in accordance with your medical practitioner (such as to carry EpiPens, antihistamines/other preventative medication at all times) and, at the time you buy your policy, you:  • have no other known or underlying respiratory conditions or diseases (for example, asthma); and • have not required treatment from a medical practitioner for your allergies in the last six months.
Anaemia (Iron Deficiency)	No criteria apply.
Asthma	At the time you buy your policy, you:  are under 60 years of age;  have no other known or underlying respiratory conditions (including sleep apnoea);  haven't required cortisone medication, except taken by inhaler or puffer; and  haven't required hospitalisation for asthma in the last two years, including as an outpatient.
Bell's Palsy	No criteria apply.
Benign Positional Vertigo	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't required hospitalisation for benign positional vertigo in the last two years, including as an outpatient.
Bunions	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't had surgery for bunions in the last three months and have no surgery planned.
Carpal Tunnel Syndrome	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't had surgery for carpal tunnel syndrome in the last three months and have no surgery planned.

Medical condition	Criteria
Cataracts	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> have no ongoing complications, haven't had surgery for cataracts in the last three months, and have no surgery planned.
Coeliac Disease	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't required hospitalisation for coeliac disease in the last two years, including as an outpatient.
Congenital Blindness	No criteria apply.
Congenital Deafness	No criteria apply.
Diabetes Mellitus (Types I and II)	At the time you buy your policy, you:  • were diagnosed more than six months ago;  • haven't had any complications in the last six months;  • have no eye, kidney, nerve or vascular complications;  • have a blood sugar level reading between 4 and 12 or a HbA1C score of 9% or less; and  • have no known cardiovascular/coronary heart disease.
Dry Eye Syndrome	No criteria apply.
Ear Grommets	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> have no current ear infection.
Epilepsy	At the time you buy your policy, you've:  no underlying medical conditions (for example, previous head trauma, stroke);  not changed your medication regime for epilepsy in the last 12 months; and  not required hospitalisation for epilepsy in the last two years, including as an outpatient.
Folate Deficiency	No criteria apply.

Medical condition	Criteria
Gastric Reflux	<b>Your</b> gastric reflux doesn't relate to another underlying diagnosis (examples: hernia or gastric ulcer).
Glaucoma	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> have no ongoing complications, haven't had surgery for glaucoma in the last three months, and have no surgery planned.
Goitre	The underlying medical cause excludes tumour.
Graves' Disease	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't received treatment from a <b>medical practitioner</b> for Graves' disease in the last six months.
Hashimoto's Disease	The underlying medical cause excludes tumour.
Hiatus Hernia	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't had surgery for hiatus hernia in the last six months and have no surgery planned.
Hypercholester- olemia/ Hyper- lipidaemia (High Cholesterol / High Lipids)	Provided <b>you</b> have no cardiovascular/ coronary heart disease.
Hypertension (High Blood Pressure)	Provided at the time you buy your policy:  you have no known cardiovascular/ coronary heart disease; and  your current blood pressure reading is lower than 165/95.
Hypothyroidism (underactive thyroid)	The underlying medical cause excludes tumour.
Hyperthyroidism (overactive thyroid)	The underlying medical cause excludes tumour.

Medical condition	Criteria
Impaired Glucose	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> :
. Sici ance	• were diagnosed more than six months ago;
	<ul> <li>haven't had any complications in the last six months;</li> </ul>
	<ul> <li>have no eye, kidney, nerve or vascular complications;</li> </ul>
	<ul> <li>have a blood sugar level reading between 4 and 12 or a HbA1C score of 9% or less; and</li> </ul>
	<ul> <li>have no known cardiovascular/coronary heart disease.</li> </ul>
Incontinence	You have no underlying gastrointestinal or urinary condition.
Insulin Resistance	At the time <b>you</b> buy <b>your</b> policy, <b>you've</b> :
	no known cardiovascular/coronary heart disease; and
	<ul> <li>not required hospitalisation for insulin resistance in the last two years, including as an outpatient.</li> </ul>
Iron Deficiency	No criteria apply.
Macular Degeneration	No criteria apply.
Migraine	<b>You</b> haven't required hospitalisation for migraines in the two years prior to buying <b>your</b> policy, including as an outpatient.
Nocturnal Cramps	No criteria apply.
Osteoporosis/ Osteopenia	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> :
	haven't had any fractures;
	<ul> <li>don't require more than one medication for this condition; and</li> </ul>
	have no other conditions involving the neck or back.
Pernicious Anaemia	No criteria apply.

Medical condition	Criteria
Plantar Fasciitis	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't had surgery for plantar fasciitis in the last three months, and have no surgery planned.
Raynaud's Disease	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't required treatment by a <b>medical practitioner</b> for Raynaud's disease in the last six months.
Sleep Apnoea	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> :
	have no other known or underlying respiratory conditions (including asthma); and
	<ul> <li>haven't required hospitalisation for sleep apnoea in the last two years, including as an outpatient.</li> </ul>
Solar Keratosis	Your condition has been confirmed as benign.
Trigeminal Neuralgia	You haven't required treatment by a medical practitioner for trigeminal neuralgia in six months prior to buying your policy.
Trigger Finger	At the time <b>you</b> buy <b>your</b> policy, <b>you</b> haven't had surgery for trigger finger in the last three months, and have no surgery planned.
Vitamin B12 Deficiency	No criteria apply.

## Changes in your health before travelling

If you develop a new medical condition (or the symptoms of one) after you buy your policy but before you depart on your trip, you must check with your medical practitioner that you are fit to travel and get written confirmation. If you don't get your medical practitioner's written confirmation before you travel, and/or are unfit to travel due to your medical condition, you won't be covered for any claim that arises from that condition if you still travel.

Don't forget, **our** definition of an **existing medical condition** includes a condition that was displaying symptoms or that **you** were undergoing investigations for at the time **you** bought **your** policy.

## **Pregnancy**

If you're pregnant at the time you buy your policy, or fall pregnant afterwards, you'll have cover under the benefits of this policy for any event that arises from your pregnancy, provided that the event that causes your claim:

- · is covered by this policy;
- · is a pregnancy-related illness; and
- occurs up to the end of the 26th week of **your** pregnancy.

We don't consider pregnancy to be an existing medical condition. However, pregnancy-related illnesses such as hyperemesis (severe morning sickness), gestational diabetes, and any other pregnancy-related illness must have first developed unexpectedly after you bought your policy. There is no cover for an existing medical condition related to pregnancy.

These conditions apply whether **you** fall pregnant naturally or with medical assistance (for example, through IVF).

# Cancellation and additional expenses

This section is divided into different benefits, **you** must read this section together with the <u>General exclusions</u> as these may affect **your** cover.

## What are the events that will be covered under this section?

We will cover you under this <u>Cancellation and additional expenses</u> section in respect of your planned **trip** if one of the following events occurs after the issue of the Certificate of Insurance:

- you are unable to start or finish the trip because of the death, sudden serious illness or serious injury that occurs before or during the trip of:
  - a. vou: or
  - b. a member of your travelling party; or
  - c. a close relative or business partner who is a resident of Australia or New Zealand.

However, before **we** will cover **you**, **you** must provide **us** with proof that:

 you or a member of your travelling party were certified medically unfit to travel by a medical practitioner; or the death has occurred: or

- in the case of a close relative or business partner, the death has occurred, or the illness or injury required hospitalisation or for you to care for them.
- your pre-paid scheduled public transport services or pre-paid tour have been cancelled or restricted by your carrier or service provider because of severe weather, natural disaster, riot, strike, civil insurrection, or hijacking.
- your pre-paid accommodation has been destroyed or is uninhabitable due to severe weather or natural disaster and no alternative equivalent accommodation is available in the vicinity. You must have done everything reasonable to obtain alternative accommodation.
- 4. a member of the **travelling party** is summoned to jury duty or to give evidence in a court of law.
- 5. you have been involved in, or your travel arrangements have been cancelled or delayed by, a motor vehicle, railway, air or marine accident. You must have evidence confirming the accident, such as documentation from an official body in the country where the accident happened.
- your passport, travel documents or credit cards are stolen, accidentally lost or damaged.
- a member of your travelling party has been retrenched from their permanent employment in Australia.
- the cancellation of pre-arranged leave by an employer for a member of your travelling party who is a permanent employee of the police, fire, ambulance or emergency services.
- you are unable to start the trip because your employer cancels your pre-arranged leave and you are in permanent employment. This cover is limited to \$1,000.
- 10. a wedding, conference, pre-paid concert, course, tuition or ticketed sporting event has been cancelled, and the sole purpose of the trip is to attend that wedding, conference, concert, course, tuition or ticketed sporting event.
- 11. a tour operator or wholesaler has cancelled a tour because there are not enough people to begin or complete the tour. Cover is limited to the pre-paid cost of the transport arrangements purchased solely to get to the departure point of the tour and returning from the finishing point of that tour, or rearrangement costs, whichever is the lesser.

## Cancellation or holiday deferment costs

#### What is covered?

If you have to cancel or rearrange your trip because of one of the reasons listed under What are the events that will be covered under this section, we will pay either:

- the non-refundable portion of your pre-paid travel arrangements and cancellation fees charged by your travel agent; or
- the cost to rearrange your trip, provided that the cost is not greater than the amount that would have been incurred had you cancelled the trip.

for anyone listed on your Certificate of Insurance.

#### What is not covered?

- We will not pay for a loss arising from any event other than those listed as covered under the <u>Cancellation and Additional Expenses</u> section.
- We will not pay for any unused pre-paid transport costs where we have repatriated you a distance equivalent to, or greater than, the total distance remaining on your itinerary at the point of repatriation. Where the total distance of the repatriation is less than the unused travel arrangements we will calculate your entitlement on a pro-rata basis, taking into account the cost of your original ticket.
- We will not pay for any pre-paid snow sports arrangements unless you have purchased the <u>Snow sports cover option</u> and this option is shown on your Certificate of Insurance.
- There is no cover where you have made a claim for the same costs under any other section of the policy.
- 5. We will not pay for any non-refundable costs for anyone not named on **your** policy.
- We will not pay more than the cancellation limit amount that you selected which appears on your Certificate of Insurance.
- In the case of Agent's cancellation fees, we will not pay more than the limit outlined in the Schedule of benefits.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

If **you** paid for any part of **your trip** using loyalty points or similar reward points, the amount **we** will pay is calculated as follows:

- the cost of the equivalent class airline ticket, based on the best available advance purchase airfare for the same season of the following year, less your financial contribution towards the airline ticket;
- 2. multiplied by the total amount of points lost;
- divided by the total amount of points redeemed to obtain the airline ticket

### Example:

Equivalent class advance purchase airfare = \$1,000

Points lost = 5,000

Points redeemed to obtain original ticket = 20,000

Claimable amount =  $$1,000 \times (5,000 \times 20,000) = $250$ 

**We** will not pay for or reinstate **your** Frequent Flyer Points or similar reward points if **you** are able to recover the points or their value from any source.

## Emergency travel arrangements and accommodation expenses

#### What is covered?

We will cover you for expenses you incur for your reasonable additional travel, accommodation, meals, internet use and emergency telephone calls, if you have to interrupt your trip after it has begun, because of an event set out under <a href="What are the events that will be covered under this section?">What are the events that will be covered under this section?</a>.

**We** will pay the higher of the non-refundable cancellation fees or the additional rearrangement costs that have been incurred as a result of the same event.

#### What is not covered?

- We will not pay for losses arising from any event other than those listed under What are the events that will be covered under this section?.
- We will not pay any additional travel you undertake above the fare class that you originally chose, except where we agree a different fare class is reasonable on the basis of a written recommendation provided by your attending medical practitioner.
- 3. If the interruption to your trip requires repatriation or an early return to your home in Australia, you must not organise any additional travel or accommodation in excess of \$2,000 without prior consent from us. If you do not contact us for our prior consent, we

may limit what **we** pay to what are reasonable expenses in the circumstances.

- 4. If you return to your home in Australia because of the interruption and you did not have a return ticket at the time of the event that causes a claim under this section, we will deduct from the amount we pay you the cost of an economy class airfare at the carrier's regular published rates for the return journey.
- We will not pay for any expenses you incur to resume your trip after you have returned to your home in Australia.
- We will not pay for additional accommodation where you have claimed for cancelled accommodation expenses covering the same period of time.
- 7. We will not pay for accommodation expenses for periods where you have not forfeited pre-paid accommodation arrangements, except if you are past your planned return date and we agree that you are unfit to travel.
- There is no cover where you have made a claim for the same event under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

# Medical evacuation and repatriation

You must read this section together with the <u>General exclusions</u> as these may affect **your** cover.

#### What is covered?

We will cover you if you have to interrupt your trip after it has begun because you have suffered an illness or injury while you are on your trip, and based on the reasonable recommendation of a medical practitioner appointed by us, you need to be evacuated or repatriated. We will pay transport and accommodation expenses which we believe are reasonable and necessary to bring you back to your home in Australia, or to another destination of our choice. The decision to evacuate or repatriate you is ours, and we will not pay for any evacuation or repatriation expenses unless you have received our consent.

**We** will pay for expenses for transporting **your** remains to a funeral home in Australia if **you** die during the **trip**.

#### We will either:

· return you to your home in Australia with a medical attendant; or

- pay for a return economy class airfare, reasonable accommodation and additional expenses for a friend or relative to fly to, remain with and escort you in place of a medical attendant; or
- return you to your home in Australia without an attendant.

#### What is not covered?

- There is no cover for any medical, hospital, dental or ambulance expenses you incur in Australia. We cannot cover these because we are not allowed to do so by law.
- We will not cover a loss arising from your evacuation or repatriation that is not medically necessary or that is undertaken without our consent.
- 3. We will not pay for any expenses you incur to resume your trip after you have returned to your home in Australia.
- For repatriation, we will not pay more than the cost of repatriation to your home in Australia.
- 5. There is no cover under this benefit for a loss arising from an illness or injury, the signs and symptoms of which you first became aware of after you purchased your policy but before you started your trip, where you did not obtain confirmation from your medical practitioner that you were fit to travel.
- 6. There is no cover for any additional costs for travel you undertake that is not at the fare class that you originally chose, except where we agree a different fare class is reasonable on the basis of a written recommendation provided by the appointed medical practitioner.
- 7. If you do not have a return ticket at the time of the event that causes a claim under this section, we will deduct from the amount we pay you the cost of an economy class airfare at the carrier's regular published rates for the return journey.
- 8. There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

## **Extra travel cover**

This section is divided into different benefits, **you** must read this section together with the **General exclusions** as these may affect **your** cover.

## **Travel delay**

No excess applies to claims under this benefit.

#### What is covered?

We will cover you if during your trip any individual leg of your pre-paid, scheduled public transport is delayed for at least 6 hours due to an unforeseen reason outside your control.

#### We will cover you for:

- the reasonable cost of rearranging your travel arrangements to resume your pre-paid arrangements; and
- 2. the cost of reasonable additional accommodation and meals.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

## Missed connection – special events

#### What is covered?

We will cover you if your trip is interrupted by an event that is not anticipated, is unexpected, and outside of your control, and you are unable to arrive at your destination by the time originally scheduled for the purpose of attending a wedding, funeral, conference, 25th or 50th wedding anniversary, concert or ticketed sporting event which cannot be delayed as a consequence of your late arrival. We will pay for the reasonable additional cost of using alternative public transport to arrive at the destination on time.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

## Missed connection – Flight delay within Australia

#### What is covered?

We will cover you if your trip is interrupted because you miss your onward connection within Australia due to the late arrival of your flight caused by circumstances outside of your control, for the reasonable additional costs of using alternative transport to continue to your intended destination within Australia. However, cover only applies where

the missed onward connection is booked with at least 90 minutes published connecting time.

#### What is not covered?

- We will not pay for a missed connection where your original booked connection time was under 90 minutes.
- 2. There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

## Emergency accommodation due to terrorism

#### What is covered?

We will cover you after your trip has begun for expenses you incur for necessary emergency accommodation if your trip is interrupted due to a terrorist act.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

## **Emergency expenses to avoid disaster**

No excess applies to claims under this benefit.

#### What is covered?

During **your trip**, **we** will cover **you** for reasonable additional travel arrangements **you** make within 48 hours of a public warning being issued in the mass media of severe weather, **natural disaster**, riot, strike or civil insurrection that is likely/expected to directly impact **your** travel arrangements.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

### Early return home

No excess applies to claims under this benefit.

#### What is covered?

We will cover you if your usual place of residence or business premises in Australia has been destroyed or rendered insecure due to a natural disaster, fire or malicious damage. Cover is limited to the additional expenses incurred in returning you to the nearest practical accommodation to your home in Australia.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

### Rental vehicle expenses

This section is divided into different benefits, **you** must read this section together with the **General exclusions** as these may affect **your** cover.

### Rental vehicle insurance excess

#### What is covered?

**We** will cover **you** for the **rental vehicle** insurance excess, or the cost of repairing the vehicle, whichever is lower, if:

- you rent a vehicle from a rental company;
- · it is damaged by accident, storm, fire or theft; and
- you are a nominated driver on the Rental Vehicle Agreement.

For this benefit to apply, the **rental vehicle** must have valid comprehensive motor vehicle insurance for the period of hire.

#### What is not covered?

- This cover is not in place of rental vehicle insurance and only provides cover for the excess component up to the applicable limit.
- There is no cover for your liability arising from your use of a mechanically propelled vehicle (e.g. motor vehicle or motor cycle).
- There is no cover where the loss event is not covered by the rental vehicle's comprehensive motor vehicle insurance.
- There is no cover for administration or loss of use fees charged by the rental company.

The most we will pay for this benefit is shown in the <u>Schedule of benefits</u>; or, where you have purchased the <u>Additional rental vehicle insurance excess option</u>, we will pay up to the chosen limit for <u>Rental vehicle insurance excess</u> shown on your Certificate of Insurance.

#### **Return of rental vehicle**

No excess applies to claims under this benefit.

#### What is covered?

We will pay towards the cost of returning your rental vehicle to the nearest depot, including airport concession charges, if due to a claimable event covered by any section of this policy you are unable to do so during your trip.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

### Luggage

This section is divided into different benefits, **you** must read this section together with the <u>General exclusions</u> as these may affect **your** cover.

### Luggage and personal effects

#### What is covered?

We will cover you for each of the following:

- accidental loss, theft of, or damage to, your luggage or personal effects including things you buy during the trip, while they are accompanying you during your trip.
- loss of, or damage to, dentures or dental prostheses whilst not on your person during your trip.
- the cost of medication which is accidentally lost, stolen or damaged during your trip, limited to the cost of the medication itself.
- 4. theft of, or damage to, your luggage or personal effects while they are left concealed during daylight hours in a locked motor vehicle, motor home, or caravan. There must be proof of forced entry into the vehicle.

5. theft of, or damage to, your luggage or personal effects while they are left in a locked storage facility. There must be proof of forced entry into the facility.

#### What is not covered?

There is no cover under this section for any of the following:

- accidental loss or damage to or theft of:
  - a. cash, bank or currency notes, cheques or negotiable instruments;
  - fragile or brittle items (eg. glass or china), except loss or damage caused by fire, or by accident to the transport carrying them;
  - damage to computer, tablet or smartphone screens at any time;
  - d. damage to software or applications;
  - luggage or personal effects that are being transported independently of you;
  - f. luggage or personal effects that you leave unattended or that occurs because you do not take reasonable care to protect it;
  - g- luggage or personal effects for which you are entitled to compensation from the carrier;
  - h. personal computers, smartphones, communication or photographic equipment, electronic equipment, jewellery or watches left by you in a motor vehicle, a motor home or a caravan for any length of time, even if they are locked in the motor vehicle, motor home or caravan;
  - i. luggage or personal effects left by **you** for any length of time:
    - (i) in an unlocked motor vehicle, motor home or caravan; or
    - (ii) unconcealed in a motor vehicle, motor home or caravan; or
    - (iii) between sunset and sunrise in a motor vehicle, motor home or caravan.
  - j. luggage or personal effects left by you in a tent for any length of time;
  - personal computers, smartphones, communication or photographic equipment, electronic equipment, jewellery or watches checked in as luggage;
  - I. trade items, trade samples or your tools of trade or profession;
  - m. gold or precious metals, precious unset or uncut gemstones;

- watercraft of any type (excluding theft of surfboards or damage to surfboards whilst in the custody of a carrier);
- o. sporting equipment whilst in use;
- P. snow sports equipment unless you have selected the <u>Snow sports cover option</u> and paid the additional premium;
- **q.** luggage or personal effects that have been left in a locked storage facility for greater than 48 hours.
- losses arising from wear and tear or depreciation of property or damage by the action of insects or vermin, mildew, humidity, rust or corrosion.
- malfunction repair costs or losses arising from mechanical or electrical breakdown.
- where you have made a claim for the same costs under any other section of the policy.

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**. **We** will not pay more than the original price **you** paid for an item, even if the applicable limit set out in the Schedule of benefits is higher.

**We** will, after allowing for wear, tear, and depreciation, choose to:

- pay or reimburse the cost of repairing your item; or
- 2. replace your property; or
- 3. pay you its depreciated value in cash.

To achieve a reasonable settlement, **we** consider the circumstances of the loss, the age, condition and value of the original item and the extent of any damage.

The limits for specific items are set out in the **Schedule of benefits** and depends on the plan **you** have chosen, unless **you** have separately insured an item under the **Specified items option**.

A pair or related set of items are considered to be one item (for example, a camera and its lenses (attached or not), tripod and accessories, a chain and pendant, or a pair of hearing aids) unless each individual item has been separately insured under the **Specified items option**.

If you have separately insured an item under the <u>Specified items option</u>, depreciation does not apply. In the event of a claim you must provide us with a receipt or valuation which is dated from before you specified the item on your policy. If you are not able to supply this, the item(s) will be settled in accordance with the items limits listed in the <u>Schedule of</u>

**benefits**, and the additional premium **you** paid to specify the item will be reimbursed to **you**.

Items separately insured under the **Specified items option** are covered up to the amount specified and will not be deducted from the total luggage limit set out in the **Schedule of benefits**.

#### Depreciation

The nominated depreciation rate will apply to each year of age or part thereof (calculated pro-rata on a monthly basis) up to a maximum of 80% of the original purchase price of that item.

#### **Depreciation amounts**

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

For items not listed above, **we** will apply the depreciation amount of the category which **we** reasonably determine most closely describes **your** item.

### **Emergency luggage**

No excess applies to claims under this benefit.

#### What is covered?

**We** will cover **you** towards the cost of purchasing essential articles such as clothing, toiletries and personal requisites if **your** accompanied luggage is delayed, misdirected or temporarily misplaced by the **carrier** for a period in excess of 10 hours during **your trip**. If **your** luggage is not recovered, the amount paid by **us** for the loss will be reduced by the total of any amounts paid for under this section.

#### What is not covered?

- There is no cover where you have made a claim for the same costs under any other section of the policy.
- There is no cover for purchase of jewellery, perfume, fragrances or alcohol.
- 3. This benefit does not apply on the leg of your trip that returns you to your home in Australia.

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

If after 72 hours **your** accompanied luggage is still missing, the applicable limit for this benefit is doubled.

### Hiring replacement golf and surf equipment

No excess applies to claims under this benefit.

#### What is covered?

If **your** golf or surf equipment is accidentally lost, delayed or damaged during **your trip we** will pay for the cost of hiring replacement golf or surf equipment.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

### Fraudulent use of credit or debit cards

#### What is covered?

**We** will cover **you** for the fraudulent use of **your** credit or debit card if it was accidentally lost, stolen or skimmed during **your trip. You** must comply with any conditions of the issuing body of the credit or debit card.

#### What is not covered?

- There is no cover under this benefit if the credit or debit cards are fraudulently used by you, your relative or a travelling companion.
- There is no cover where you have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

### **Accidental death**

No excess applies to claims under this section.

**You** must read this section together with the <u>General exclusions</u> as these may affect **your** cover.

#### What is covered?

We will pay your Estate if during your trip:

- you suffer an injury which results in your death within 12 month of the injury being sustained; or
- you disappear and are presumed dead because your means of transport disappeared, sank or was wrecked, and your body has still not been found 12 months after your disappearance.

#### What is not covered?

- There is no cover if your death arises from an illness or your suicide.
- There is no cover where you have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

### **Personal liability**

**You** must read this section together with the <u>General exclusions</u> as these may affect **your** cover.

#### What is covered?

**We** will pay **you** for **your** legal liability to pay damages or compensation because **your** negligence during the **trip** causes:

- injury to a person who is not a member of your family or travelling party; or
- loss or damage to property that is not owned by you or a member of your family or travelling party, or which is not in your or their custody or control.

**We** will also pay **your** legal costs in relation to that liability, but only if **you** get **our** consent before legal costs are incurred or **you** take any legal action.

#### What is not covered?

- 1. There is no cover for any liability:
  - a. arising from your trade, business or profession; or
  - for injury to an employee arising from, or in the course of, their employment by you; or
  - arising from your intentional, unlawful, wilfully negligent, or malicious act: or

- d. arising from your ownership, possession or use (including as a passenger) of a mechanically propelled vehicle, for example, any motor vehicle, motor cycle, aircraft or watercraft; or firearm; or
- e. arising from you passing on an illness to another person.
- 2. There is no cover where **you** have made a claim for the same costs under any other section of the policy.

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult traveller and are not increased for accompanying **children**.

### **Coronavirus travel costs**

**You** must read this section together with the **General exclusions** as these may affect **your** cover.

For details of the cover available for medical evacuation/repatriation, see section: **Medical evacuation and repatriation**.

#### What is covered?

This section covers you for:

- 1. You or a member of your travelling party are diagnosed with coronavirus and you have to cancel your trip, we will pay the non-refundable portion of your pre-paid travel arrangements. The attending medical practitioner must certify that, due to the diagnosis, you or they are medically unfit to continue with your original travel plans. The diagnosis of coronavirus must be made after policy purchase.
- 2. Your close relative or business partner in Australia is hospitalised or dies due to coronavirus and you have to cancel your trip, we will pay the non-refundable portion of your pre-paid travel arrangements. The diagnosis of coronavirus must be made after policy purchase.
- 3. You or a member of your travelling party are permanently employed as a healthcare worker, residential care worker or law enforcement officer, and your or their pre-approved leave is cancelled by the employer due to coronavirus, we will pay the nonrefundable portion of your pre-paid travel arrangements.
- 4. You are unable to stay at your pre-booked accommodation due to it being closed for cleaning following a confirmed case of coronavirus at the accommodation, we will pay for your reasonable additional travel and accommodation nearby. You must provide written confirmation of the closure from the provider.

- 5. During your trip you are denied boarding on your scheduled public transport due to you being suspected of being infected with coronavirus, we will pay for your reasonable additional travel, meals and accommodation. You must provide written confirmation from the carrier or relevant authority.
- 6. During your trip, you or a member of your travelling party are confined to compulsory quarantine as a result of your or their diagnosis of, or confirmed close contact with a case of, coronavirus, we will pay for your reasonable additional travel, meals and accommodation, including in-room entertainment. You must provide written confirmation from the attending medical practitioner or local health authority that your quarantine is necessary due to your or your travelling party's diagnosis or confirmed close contact.
- 7. During your trip, you are unable to take care of your dependent children due to you being diagnosed with coronavirus, we will pay your reasonable additional childcare costs for a registered or appropriately qualified childcare worker to take care of your dependent children who would otherwise have been in your full-time care.
- 8. During your trip, you are diagnosed with coronavirus, we will pay your reasonable additional pet care services, including kennel and cattery boarding fees or professional pet sitting services, in Australia.

Retain documentation, such as receipts and written confirmation, as **you** may need to provide these to **us** at the time of a claim.

#### What is not covered?

We will not pay for any of the following:

- If you buy or extend a policy, or make or undertake travel arrangements when you are aware, or a reasonable person in your circumstances should have been aware, of circumstances that may impact your travel plans, or knowingly putting yourself in a situation of unreasonable risk, such as:
  - a. you know you will be unable to avoid close contact with a case of coronavirus during your trip; or
  - b. you are medically unfit to travel; or
  - c. you travel against medical advice; or
  - d. when you know you will have to consult a medical practitioner during your trip,

**your** policy will not cover **you** for a loss **arising** from those circumstances.

Extra costs arising from your failure to promptly cancel or rearrange your travel plans after an event impacts your trip.

- A loss arising from you neglecting to observe applicable government, health department, and World Health Organization preventative and precautionary measures, including any relevant vaccinations, hygiene or social distancing guidelines.
- A loss arising from your or a member of your travelling party's change of mind, disinclination or reluctance to travel.
- Any expenses where you're unable to provide written documentation confirming the incident, or where you can't provide proof of your expenses, including original receipts, if we ask for them.
- Additional travel and accommodation expenses above the standard originally booked, unless approved by us.
- 7. Expenses you incur after you return to your home in Australia.
- 8. Additional accommodation expenses, where you claim for cancelled accommodation expenses covering the same period of time; or any expenses where you have made a claim for the same costs under any other section of the policy.
- A loss arising from any quarantine that is broadly imposed by a
  government or other official body and which is not as a result of
  your or a member of your travelling party's diagnosis of, or close
  contact with a case of, coronavirus.

The most **we** will pay for this benefit is shown in the **Schedule of benefits**. Limits apply per adult and are not increased for accompanying **children**.

# Snow sports cover (optional cover)

<u>Snow sports cover</u> only applies if **you** have purchased the <u>Snow sports cover option</u>.

When **you** buy the **Snow sports cover option** (which will be shown on **your** Certificate of Insurance) **you** have cover under the other benefit sections when **you're** participating in a **snow sport**.

The following **Snow sports cover** benefits are also available when **you** purchase the **Snow sports cover option**.

**You** must read this section together with the **General exclusions** as these may affect **your** cover.

### Ski lift passes

No excess applies to claims under this benefit.

#### What is covered?

**We** will cover **you** for non-refundable, pre-paid ski lift passes or ski equipment hire or tuition fees that cannot be used due to **your illness** or **injury** sustained during **your trip**.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the **Snow sports cover option**. Limits apply per adult traveller and are not increased for accompanying **children**.

#### Ski run closure

No excess applies to claims under this benefit.

#### What is covered?

**We** will pay **you** if **you** are prevented from skiing at a pre-booked ski resort for more than 24 continuous hours during **your trip**, because insufficient snow, too much snow or high winds caused a total closure of the lift system.

#### What is not covered?

- 1. We will not cover you for claims in respect of ski resorts that do not have skiing facilities at least 1,000 metres above sea level. We will not cover you for claims that arise due to insufficient snow in Northern Hemisphere ski resorts outside the period 15 December to 31 March, or in Southern Hemisphere ski resorts outside the period 1 July to 30 September.
- There is no cover where you have made a claim for the same costs under any other section of the policy.

#### What is the most we will pay?

The most **we** will pay for this benefit is shown in the <u>Snow sports cover option</u>. Limits apply per adult traveller and are not increased for accompanying **children**.

### Hire replacement snow equipment

No excess applies to claims under this benefit.

#### What is covered?

We will pay you the reasonable cost of hiring replacement equipment if your snow skiing equipment is lost, delayed or damaged during the trip.

#### What is not covered?

There is no cover where **you** have made a claim for the same costs under any other section of the policy.

The most **we** will pay for this benefit is shown in the **Snow sports cover option**. Limits apply per adult traveller and are not increased for accompanying **children**.

### **General exclusions**

These **General exclusions** apply to all sections of this policy, unless otherwise described in the exclusion.

**You** should read them, together with the cover and the specific exclusions referred to under each section of cover.

We will not cover any of the following:

- A loss that arises from you travelling:
  - a. even though you know you are unfit to travel; or
  - b. against medical advice; or
  - when you know you will have to consult a medical practitioner; or
  - **d.** for the purpose of obtaining medical advice or treatment, or
  - e. with a lack of due care and responsibility on your part to observe appropriate preventative measures for the travel region as outlined by the World Health Organization, including relevant vaccinations, malaria prophylaxis and hygiene measures. Please see www.who.int for further information.
- Any medical, hospital or dental expenses you incur in Australia. We cannot cover these because we are not allowed to do so by law.
- loss that arises from your failure to maintain a course of treatment you were on at the time your trip commenced.
- Elective or cosmetic treatment or surgery that is not medically necessary, or any loss arising from these treatments or their complications.
- A loss arising from participation in or complications from a clinical trial.
- A loss arising from any existing medical condition of you, a
  member of the travelling party, a non-travelling close relative or
  business partner. This exclusion will not apply to your
  Automatically covered conditions.
- Any illness or death that arises from a metastatic or terminal prognosis that was made prior to the issue of the Certificate of Insurance.

- A loss arising from any condition for which you have declined treatment or further investigation recommended by a medical practitioner.
- Expenses related to the birth of a child including care of a newborn in any circumstances.
- A loss arising from any pregnancy-related illness after the 26th week of gestation.
- 11. A loss arising from a member of the travelling party deciding to alter their plans or not to continue with the trip.
- 12. A loss arising from a member of the travelling party:
  - intentionally and recklessly placing themselves in circumstances, or undertaking activities, which pose a risk to their personal safety (except in an attempt to save a human life); or
  - b. deliberately injuring themselves; or
  - c. being intoxicated by or addicted to alcohol; or
  - d. being intoxicated by or addicted to a drug, except a prescription drug taken in accordance with the advice of a registered medical practitioner or an over-the-counter drug taken in accordance with the manufacturer's instructions; or
  - e. taking part in a riot or civil commotion; or
  - f. hunting, playing polo, racing (except on foot), mountaineering using support ropes, paragliding, rock climbing, abseiling, participating in BASE jumping, running with the bulls, or pot holing; or
  - g. travelling in international waters in a private sail vessel or privately registered sail vessel; or
  - participating in, or training for, a professional sporting activity; or
  - scuba diving unless you hold an open water diving licence or you were diving under licensed instruction; or
  - j. riding a motor cycle, moped or motor scooter, either as the person in control or as a pillion passenger:
    - (i) with an engine capacity greater than 250cc, or
    - (ii) without wearing a helmet, or
    - (iii) without an unrestricted motor cycle licence that is valid in Australia, or
  - riding an all terrain vehicle or quad bike, either as the person in control or as a pillion passenger; or

- participating in activities on snow or ice other than snow sports activities if you have purchased the <u>Snow sports cover</u> <u>option</u>; or
- m. participating in any competitive record attempts involving aerial devices or aircraft.
- 13. A loss which is recoverable under a scheme that provides coverage for any medical treatment, for example, Medicare, a private health fund, national reciprocal health fund or scheme, workers' compensation scheme, travel compensation fund or accident compensation scheme.
- 14. Indirect losses of any nature, including for example loss of enjoyment, revenue, profit, business opportunity, or damage to goodwill or reputation.
- 15. A loss caused by, or in any way related to, a malicious, criminal or dishonest act by a member of the travelling party or by a person with whom you are in collusion.
- 16. You acting fraudulently in any way or encouraging anyone else to give us fraudulent information.
- 17. A loss arising from an epidemic, pandemic or World Health Organization declaration of a public health emergency of international concern. This exclusion does not apply to:
  - Medical evacuation and repatriation; and
  - Coronavirus travel costs.
- 18. A loss arising from war, invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power or civil insurrection, except as provided for in the section <u>Emergency expenses to avoid disaster</u>.
- 19. A loss arising from the use, existence or escape of nuclear materials, biological and or chemical materials, or ionising radiation from, or contamination by, radioactivity from any nuclear fuel, or nuclear waste from the combustion of nuclear fuel.
- 20. A loss arising from any government intervention, prohibition, or regulation; or you or a member of your travelling party not following official laws or warnings from a government authority or organisation, or from any other relevant or local authority. This exclusion does not apply to claims under the section: Coronavirus travel costs. Please refer to Coronavirus travel costs for specific exclusions regarding coronavirus travel costs.
- 21. A loss arising from any government authority seizing, withholding or destroying anything of yours or any government not allowing you to enter or to stay in that country.
- 22. A loss arising from an act or threat of terrorism. This exclusion does not apply to Cancellation and additional expenses event 2

- for hijacking in What are the events that will be covered under this section; Emergency accommodation due to terrorism; Luggage and personal effects; or under Medical evacuation and repatriation for the cost of repatriation within Australia, if the carrier requires you to be brought back with a medical escort.
- 23. A loss arising from the cancellation, delay or rescheduling of your scheduled public transport on the part of the carrier for operational reasons, mechanical breakdown or maintenance. This exclusion does not apply to the <u>Travel delay</u> section or the <u>Missed connection special events</u> section.
- 24. A loss arising from your failure to take reasonable precautions to avoid a financial loss after a public warning of a strike, riot, civil commotion, or natural disaster.
- 25. A loss arising from you operating a rental vehicle in violation of the rental agreement.
- 26. A loss arising from the financial default of any person, company or organisation involved in your travel arrangements.
- 27. Credit card conversion fees or any other bank charges.
- 28. A loss arising from an event that occurs during any waiting period that applies to your policy, other than for injuries as a result of an accident, as outlined in the section <u>Waiting period</u>.
- 29. A loss arising from travelling to, planning to travel to, or choosing to remain in a country or region that is the subject of a 'Do not travel' warning issued by the Australian Government (see smartraveller.gov.au).
- 30. If you buy or extend a policy, or make or undertake travel arrangements when you are aware, or a reasonable person in your circumstances should have been aware of circumstances that could result in a claim, your policy will not cover you for a loss arising from those circumstances. This exclusion does not apply to claims under section Coronavirus travel costs as there are specific exclusions regarding coronavirus travel costs. Please refer to Coronavirus travel costs.
- 31. Expenses you have not made every reasonable attempt to recover from the carrier, accommodation provider, booking agents, travel agents, any compensation scheme, or any other source.
- 32. Where the provision of cover or a liability to pay a benefit would expose us and/or our reinsurer(s) to any sanction, prohibition or restriction under United Nations resolutions or any sanctions, laws or regulations of Australia, the European Union, the United Kingdom or the United States.
- 33. Any loss arising from:

- the use of, or inability to use any application, software, or program in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device); or
- b. any computer virus or other malicious computer software; or
- c. any hoax relating to a. and/or b. above.

This exclusion will not apply to claims related to **illness**, **injury**, or death under sections: **Cancellation and additional expenses**, **Medical evacuation and repatriation** or **Accidental death**.

### Claims

This section describes what **you** should and should not do, as well as conditions that apply when **you** make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

# What you must do in the event of a claim or incident

- 1. Prevent further loss or damage if it is safe to do so;
- 2. If something was lost, stolen or vandalised, as soon as possible after becoming aware of the loss or damage, notify the local police, transport provider, hotel, tour guide or other authority, and give us evidence confirming the notification, such as documentation about the loss or damage;
- If there were any witnesses, get their details and a written statement where possible;
- In the case of an emergency, call our 24-hour Emergency Assistance Team;
- 5. Contact us to submit your claim as soon as you can;
- 6. Give us any documents, letters or notices relating to a claim or possible claim, medical certificates, itemised medical accounts, original receipts, rental agreements, repair quotes, ticket and luggage checks or information that we reasonably ask for. This will be at your expense;
- If you become sick or injured, see a medical practitioner as soon as possible after you become aware of signs or symptoms of the condition and request a written report;
- 8. If your luggage is lost, delayed or damaged by the carrier, report this to the carrier as soon as possible and send to us a copy of the property irregularity report, along with details of any settlement that they make in relation to the loss or damage.

# What you must not do in the event of a claim or incident

- Make any promise or offer of payment, or admit fault to anyone (except as required by law), or become involved in any litigation in respect of an event that may result in a claim under this policy, without our consent;
- 2. Offer or negotiate to pay a claim or make repairs;
- 3. Dispose of damaged items unless we've said you can;
- Delay telling us about an incident, as that could prejudice our rights and if so, it may reduce the amount we pay for your claim;
- 5. Give us false or misleading information.

### **Settling claims**

Claims, less any applicable excess, will be paid to **you** or **your** personal representative in Australian dollars on the basis of the exchange rate that applied at the time of the loss that gave rise to the claim. **We** will not pay more than **your** actual loss.

#### Claims conditions

#### Claims service standard

**Our** claims service standard is to settle **your** claims within 10 working days upon the receipt of a completed Claim Form and all necessary supporting information. If more information is required **we** will contact **you** within 10 working days.

#### **GST**

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When **we** pay a claim, **your** GST status will determine the amount **we** pay **you**. **Your** claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless **we** say otherwise, all amounts in **your** policy are inclusive of GST. There may be other taxation implications affecting **you**, depending upon **your** own circumstances. **We** recommend **you** seek professional advice.

## How claims administration and legal proceedings are undertaken

When a claim is made **we** have the right, at **our** discretion, to exercise all the legal rights of the person making the claim relating to the incident and

to do so in their name. **We'll** take fair and reasonable action in the administration, conduct or settlement of the claim including any recovery or defence **we** think is necessary.

**We'll** also report any suspected fraudulent act to the police for further investigation.

#### Other insurance and contribution

**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. 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).

#### Losses recoverable from another source

If your loss has been caused by someone else, for example, your luggage is damaged by a carrier, you are required to make every reasonable attempt to recover from the responsible party and provide documentation of that to us. If they do not pay you the full amount of your claim and your claim is covered under your policy, we will make up the difference. You must claim from them first.

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** recover that money 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 **we** pay any expenses on **your** behalf or reimburse **you** for any loss, and **you** later receive payment from any other source for these expenses, **you** must pay **us** the amount of that payment up to the amount of the claim **we** paid **you**.

If **we** pay **you** for stolen 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**.

### **Providing proof**

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

- proof that you owned the item; and
- proof of its value and age.

Therefore **you** should keep all relevant receipts, accounts, valuations and police or medical reports.

If you cannot provide the evidence or proof that we ask for we may not pay you.

#### Salvage

**We're** entitled to obtain and retain any items or materials salvaged or recovered after **you** make, and **we** agree, to pay a claim by replacing or paying to replace any items or materials. **We** may sell the items or materials and keep the proceeds. **We** may choose to sell the items or materials to **you**, provided **you** agree to pay market price.

#### Subrogation, recovery action and uninsured loss

We may at any time, at our expense, take fair and reasonable action in your name to secure reimbursement for loss or damage arising under your policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

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.

#### Preventing our right of recovery

If **you've** agreed not to seek compensation from any person liable to compensate **you** for loss, damage or liability covered by **your** policy, **we** won't cover **you** for that loss, damage or liability.

### **Financial Services Guide**

In this section you can find information about who Travel Insurance Direct is, our relationships with our business partners, the financial services we provide to you and information about how we and our business partners are paid for those services. It aims to help you make an informed decision about the services offered. You can also find out about how we deal with any complaints and disputes.

#### **About the Insurer**

This insurance is underwritten by XL Insurance Company SE, Australia branch (ABN 36 083 570 441). XL Insurance Company SE is part of AXA XL, a division of AXA.

### **About Travel Insurance Direct**

Travel Insurance Direct Pty Limited, ABN 30 121 659 470, AR 305589 (Travel Insurance Direct), is an authorised representative of nib Travel Services (Australia) Pty Ltd ABN 81 115 932 173, AFSL 308461 (nib). Travel Insurance Direct is authorised by nib to distribute and issue travel insurance policies. Travel Insurance Direct may also provide you with general advice about the travel insurance product. nib and Travel Insurance Direct Pty Limited are wholly owned subsidiaries of nib holdings limited and are part of the nib Group of companies. Travel Insurance Direct and our business partners act on behalf of nib and not on your behalf.

nib acts as the underwriting agent of the insurer under a binding authority from the insurer, which means it can issue, vary, renew or cancel your insurance on their behalf and handle and settle any claims you make. nib acts on behalf of the insurer and not on your behalf.

Affiliates introduce or refer potential travel insurance customers. Affiliates are authorised only to refer you to Travel Insurance Direct who can then arrange the insurance. Affiliates may also provide factual information such as linking to the policy.

### About how we are paid

nib is paid a commission by the insurer for arranging, issuing and managing the travel insurance (including claims under the insurance) on behalf of the insurer. The commission is calculated as a percentage of the premium (and taxes) you pay for the policy. The percentage varies and is partly based on the profitability to the insurer of all the travel insurance policies arranged by or through nib. Employees of the nib Group of companies who provide services in relation to the insurance receive an annual salary, and may receive bonuses based on performance and/or sales.

nib pays a commission to Travel Insurance Direct when you buy a policy, less any discount provided to you. This may be calculated as a percentage

of the premium that you pay for the policy or as a percentage of the commission that nib receives from the insurer. The employees of the nib Group of companies who provide services to Travel Insurance Direct receive an annual salary and may be paid bonuses based on performance and/or sales.

If your travel insurance is arranged after you have been referred to us by an affiliate, the affiliate will be paid a referral fee. The referral fee is calculated either as a percentage of the gross premium when you buy a policy or as a flat fee for each policy purchased after referral to us by an affiliate and is at no extra cost to you. An affiliate may receive additional benefits such as discounted travel insurance or marketing assistance.

If you would like more information on commissions or remuneration, please contact nib or Travel Insurance Direct either before you buy your insurance or within a reasonable time of receiving this Combined FSG and PDS.

### Feedback, complaints and disputes

If you have any feedback about our service – positive or negative – we would like you to share it with us. Refer to our contact details on the last page of this document.

#### How we handle complaints

If you have a complaint arising out of this insurance or the financial services provided by the insurer, nib, our authorised representatives, distributors or affiliates, please contact:

#### **Customer Relations**

nib Travel Services PO Box A975 Sydney NSW 1235 Australia

Phone: 1300 625 229

Email: complaints@nibtravel.com

nib will acknowledge your complaint within 5 business days and provide you with the contact details of the person handling your complaint. We will respond to your complaint within 15 business days. If more time is needed to collect necessary information or complete any further investigation required, nib will agree with you a reasonable alternative timeframe

If you are not satisfied with the response to your complaint, you should contact XL Insurance Company SE, Australia branch, for consideration under their dispute resolution process. You can contact XL Insurance Company SE, Australia branch at:

The Complaints Officer XL Insurance Company SE, Australia branch Level 28, 123 Pitt St, Sydney NSW 2000

Email: idraustralia@axaxl.com

Your dispute will be acknowledged within 5 working days of receipt, and XL Insurance Company SE, Australia branch, will send a final response on behalf of the insurer within 15 business days.

If we are unable to resolve your complaint within 45 days of receiving your original complaint, or if you are still not satisfied with the outcome, you can choose to have your complaint independently reviewed by the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

AFCA can be contacted at: Website: afca.org.au
Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3,

Melbourne VIC 3001

### **Your privacy**

We take your privacy seriously and adhere to the Privacy Policy detailed on our website at <a href="https://www.travelinsurancedirect.com.au/privacy">https://www.travelinsurancedirect.com.au/privacy</a>.

### **Professional indemnity insurance**

nib has professional indemnity insurance arrangements that comply with the requirements of Chapter 7 of the Corporations Act and which (subject to its terms and conditions) cover liability for claims in relation to nib and those who act on nib's behalf, including those who no longer act on our behalf but did at the relevant time.

Where a financial service is provided to you by one of nib's or Travel Insurance Direct's partners, that partner is required to hold professional indemnity insurance arrangements for compensating clients for losses they suffer as a result of a breach of their obligations under the Corporations Act relating to the financial services provided by them.

### **Date prepared**

nib is responsible for this FSG which was prepared on 12 March 2021. nib has authorised Travel Insurance Direct to provide this FSG.

Version: TID\_DIS\_01\_25MAR2021

### **Contacts**

#### travelinsurancedirect.com.au

**Customer Service** 

Phone: 1300 843 843

Phone: +61 2 8256 1537

Email: info@tid.com.au

**Emergency Assistance** 

Phone: +61 2 9234 3123 or +61 2 8256 1523

SMS: +61 4 18 406 188

Email: help@tid.com.au

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