



**SPORTSCOVER**

# Travel Insurance

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**Policy Wording**

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# Product Disclosure Statement (PDS)

01 November 2023

## The purpose of this PDS

This PDS has been prepared to help You decide:

- Whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This document tells You about the Sportscover Sports Injury insurance. It is designed to help You decide if the cover is right for You. Any advice is general only and does not take into account Your individual needs and circumstances. You should read it, and any other documents We send You, to ensure You understand Your cover. Please keep them in a safe place for future reference.

## The Issuer

This product is administered by Sportscover Australia Pty Ltd (ABN 43 006 637 903) (AFS Licence No.230914) of Level 1, 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from Certain Underwriters at Lloyd's and HDI Global Speciality SE - Australia.

You can contact Sportscover Australia Pty Ltd by:

**Telephone:** (03) 8562 9100  
**Fax:** (03) 8562 9111  
**Email:** [asiapac@sportscover.com](mailto:asiapac@sportscover.com)  
**In Writing:** Level 1, 271-273 Wellington Road, Mulgrave, Vic 3170

## About the Insurer(s)

This Policy is underwritten by certain underwriters at Lloyd's ('Underwriters') (proportion 80%) and HDI Global Speciality SE - Australia (ABN 58 129 395 544, AFSL 458776) ('HDI Global Speciality') (proportion 20%). Both the Underwriters and HDI Global Speciality are collectively referred to as 'We, Us, Our, the Insurer(s)' in this Policy.

Certain underwriters at Lloyd's and HDI Global Speciality are authorised and regulated by the Australian Prudential Regulation Authority ('APRA') under the provisions of the Insurance Act 1973 (Cth) to conduct insurance business in Australia.

You should contact Sportscover Australia Pty Ltd in the first instance in relation to this insurance.

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistraße 396, 30659 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ('BaFin'). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ('Versicherungsaufsichtsgesetz').

## Cooling-off Period

You may cancel this policy within prior to the expiration fourteen (14) days after the Inception Date by contacting the Coverholder and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us

You can also cancel the policy at other times in accordance with the terms shown in the policy.

## Your Privacy

The Privacy Act 1988 and its amendments seeks to ensure the confidentiality, accuracy and security of any personal information we may collect, use or disclose.

The Sportscover Australia Privacy policy details how we will comply with our Privacy obligations regarding personal information we hold, use or collect. It is available on request or on the Sportscover Website [www.sportscover.com](http://www.sportscover.com).

You have the right to access and correct Your personal information held by Sportscover Australia Pty Ltd. If You would like to do this please contact Sportscover Australia Pty Ltd on 03 8562 9100.

## Your Duty to take Reasonable Care not to Misrepresent

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of your knowledge, including where

We ask You to confirm or update information that You have previously given to US when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask are clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like us to explain it to you, please get in touch with us and we will explain this to you.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your contract or reduce the amount We will pay You if You make a claim, or both. It is therefore vital that you be honest and specific in Your responses. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

### **The Purpose of the Cover**

The policy provides sports accident cover for individuals, clubs, companies and associations.

### **How to Apply for Insurance**

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

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

### **How to make a Claim**

If an event giving rise to a claim under this [policy](#) occurs please provide details as soon as

practically possible by contacting [Your broker](#) or the Claims Department:

### **Sportscover Australia Limited**

Level 1, 271-273 Wellington Road Mulgrave, Victoria, Australia, 3170

Telephone: +61 (0)3 8562 9100

Fax: +61 (0)3 8562 9111

Email:

[asiapac.claims@sportscover.c](mailto:asiapac.claims@sportscover.c)

[om](#)

### **Taxation**

All Government Taxes and charges are shown separately on the insurance schedule. Details about the GST are shown in the policy wording.

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

In the event of a claim, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the policy and shown on Your schedule.

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

### **Significant Features and Benefits**

Depending on the cover You or Your club or association chooses, the policy provides for:

- Costs Incurred by You whilst travelling.

The main benefits are:

- Medical Costs
- Cancellation Costs
- Loss of Luggage and Personal Effects
- Personal Accident
- Kidnap and Ransom
- Personal Liability
- Hijack and Detention

### **Significant Risks**

The policy will not provide cover in some circumstances nor for some incidents. You should read the policy exclusions for full details. Some of the main exclusions are

:

- Self-infliction
- War and terrorism
- Aerial activities
- Being under the influence of drugs or alcohol
- Criminal acts
- Psychiatric or psychological disorder
- Contamination by radioactivity
- Pre-existing conditions
- Sickness

### **The Premium**

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

Your total premium includes all Government charges that are shown separately on the schedule.

Premium rates may be changed only on renewal of the policy. You will be given at least 14 days notice prior to the annual expiration date of the policy of the renewal terms (or that We are unwilling to offer renewal).

## General Insurance Code of Practice

Sportscover Australia, Underwriters at Lloyd's and HDI Global Speciality SE - Australia are proud supporters of the General Insurance Code of Practice ("the code").

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's and HDI Global Speciality SE - Australia has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

## Complaints and Dispute Resolution

### Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Sportscover Australia in the first instance:

#### **Sportscover Australia Pty Ltd**

Compliance Department  
Locked Bag 6003  
Wheelers Hill Victoria 3150  
Email: [idr@sportscover.com](mailto:idr@sportscover.com)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will

determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia  
Suite 1603*

Level 16  
1 Macquarie Place  
Sydney NSW 2000

- who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

## Policy Terms and Conditions

### The Insurer

The policy is underwritten by certain Underwriters at Lloyd's and HDI Global Speciality SE - Australia

### Jurisdiction

This insurance policy shall be governed by and construed in accordance with the laws of the Territory or State of Australia in which the Insured Person's Normal Place of Residence is located. Any dispute shall be resolved in the courts of the state or territory of Australia in which the Insured Person's Normal Place of Residence is located.

### Our agreement with You

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

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

The exclusions in the section(s) headed 'What We will not pay for' and conditions in the section headed 'General Conditions' apply to this policy.

### Your Policy

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

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

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

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

### Conformity

In this policy You will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also to include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

## Words with special meanings

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

**Accident** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place. The Accident must happen whilst the Insured Person is on a Journey and covered under the policy.

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

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

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

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

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

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured / Insured Person / or any other party.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

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

**Dependent Child/Children** means the Insured Person's children not in full time employment who are under the age of 21 and are travelling with them on the Journey.

**Disablement** means Temporary Total Disablement.



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

**Epidemic** means a fast spreading contagious or infectious disease or illness in an area as documented by a recognised public health authority.

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

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

**Family** means the Insured Person, their Spouse and Dependent Children travelling with them on a Journey.

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

**Home** means the Insured Person's usual place of residence in Australia.

**Insured** means the named company, organisation or Insured Person listed as the Insured in the policy schedule with whom We enter into the Policy. They are the contracting party.

**Insured Person** means the person or people named as Insured Persons on the schedule for the cover chosen by the Insured. As long as the Insured has agreed this includes accompanying Dependent Children (maximum 2 unless referred and agreed by Us) at the date the Journey commences.

**Injury** means a physical injury which occurs solely and independently of any other cause; and

- (a) is sustained by an Insured Person during a Journey,
- (b) is caused by an Accident which does not result from or include any illness, Sickness or disease, and
- (c) results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in Section 4 Capital Benefits and/or suffering Temporary Total Disablement.

**Journey** means the time from when the Insured Person leaves their home to go directly to the place they depart from on their travels and ends when they return to their home. The maximum Journey duration under this policy is 90 days and the Journey must occur during the Period of Insurance noted on the schedule and be for the purposes of the Sport or Business noted in the schedule. The Journey must involve interstate or overseas travel.

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

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

**Medical Practitioner** means a duly qualified and registered Medical Practitioner who is not related to an Insured Person by blood or marriage.

**Net Income Lost** means:

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

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

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

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

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

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

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

**Period of Insurance** means the period of time stated in the schedule during which a Journey must commence. Any Journey must finish within 30 days of the 'to' date shown on the schedule.

**Pre-existing Medical Condition** means:

any medical condition existing prior to the commencement of a Journey (other than mild and controlled asthma or hypertension) for which the Insured Person on whom the claim depends:

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

This definition applies to the Insured Person, their Travelling Party or a Relative.

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

**Reasonable** means for medical or dental expenses, the standard level of care given in the country the Insured Person is in or, for other expenses, the standard level have booked for the rest of their Journey or, as determined by Us.

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

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

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

**Sick or Sickness** means a medical condition, not being an Injury, which first occurs during the Insured Person's Journey.

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

**Sudden Illness or Serious Injury** means a Sickness or Injury which first occurs during the Insured Person's Journey and which necessitates treatment by a Medical Practitioner and which results in the Insured Person or any other person to which this insurance applies being certified by that Medical Practitioner at the time as being unfit to travel or continue with their Journey.

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

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

**Unsupervised** means the Insured Person:

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

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

## **Sportscover Assist - 24 Hour Worldwide Emergency Assistance**

Sportscover Assist utilises the services of Collinson Assistance to help the Insured Person with all their emergency medical requirements.

For emergency assistance anywhere in the world at any time, Collinson Assistance is only a telephone call away. The team will help with medical problems, locating nearest medical facilities, an Insured Person's evacuation home, locating nearest embassies and consulates as well as keeping them in touch with their family and work in an emergency.

Collinson Assistance has trained medical staff to assist An Insured or Insured Person with emergency medical assistance.

If the Insured Person is hospitalised they, or a member of their Travelling Party, **MUST** contact Collinson Assistance as soon as possible. If the Insured Person is not hospitalised but they are being treated as an outpatient, and the total cost of such treatment is likely exceed AUD \$2,000, they **MUST** also contact Collinson Assistance as soon as possible.

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

### **IN THE EVENT OF AN EMERGENCY CALL**

**+44 (0) 207 902 7993 (reverse charge) TO CONTACT Collinson Assistance.**

If the Insured Person suffers Injury or Sickness and they require any assistance e.g. They need to find a local hospital, contact Collinson Assistance and their medical assistance team will help direct the Insured Person to the appropriate hospital or health care facility.

For major illness or injury the policy requires the Insured Person must take their advice as to where they can be treated to ensure they receive quality medical care.

For information about Collinson Assistance please go to [www.collinsongroup.com/en/medical-and-security-assistance](http://www.collinsongroup.com/en/medical-and-security-assistance)

## Policy Cover

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

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

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

#### We will pay:

1. The Reasonable cost of emergency medical, hospital, ambulance or other treatment the Insured Person actually and necessarily received because they suffered a Sudden Illness or Serious Injury. For the purpose of this Section 1A only "Sudden Illness" includes Coronavirus Covid 19.
2. Any expenses related to the evacuation of an Insured Person as a direct result of a Sudden Illness or Serious Injury including any expenses incurred in the event qualified medical staff are required to travel with the Insured Person.

In the event that evacuation is required all expenses incurred are required to be certified and agreed via Collinson Assistance

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

However:

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

The treatment must be given or prescribed by a Medical Practitioner or paramedic. The Insured Person must make an effort to keep their medical expenses to a minimum.

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

**The maximum amount We will pay for all claims combined under this Section during any one Period of Insurance is shown on the schedule.**

### We will not pay under Section 1A:

1. Ongoing payments incurred Overseas under Section 1A (Medical Expenses) if We decide on the advice of a doctor appointed by us that the Insured Person is capable of being repatriated to Australia;
2. If the Insured Person has received medical care under a reciprocal national health scheme. To see which Reciprocal Health Agreements are currently in place, please go to <https://www.smarttraveller.gov.au/before-you-go/health/reciprocal-health>
3. Medical expenses incurred more than 12 months after the Insured Person first suffered from the Sudden Illness or Serious Injury;
4. If, despite Our advice otherwise, the Insured Person received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) for further information;
5. Ongoing medical expenses incurred in Australia for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973;
6. Dental treatment involving the use of precious metals or for cosmetic dentistry;
7. For any loss arising from Pre-existing Medical Conditions, or any for any costs incurred for any medication the Insured Person had been using prior to the Journey;
8. When the Insured Person has not notified Collinson Assistance as soon as practicable of their admittance to hospital;
9. If an Insured or Insured Person does not take the advice of Collinson Assistance;
10. For any expenses for medical evacuation, funeral services or cremation or bringing the Insured Person's remains back to Australia unless it has been first approved by Collinson Assistance;
11. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of the Insured Person's Travelling Party if a terminal prognosis was made before the policy was issued.
12. Where the Insured Person has been diagnosed with Coronavirus COVID 19, We will not pay for any cost or expense as a result of quarantine.
13. Any claim for Coronavirus COVID 19 where the Insured Person cannot provide evidence of a positive Coronavirus COVID-19 diagnosis in the form of:
  - a. a PCR test result;
  - b. a rapid antigen test (RAT) result performed under medical supervision;
  - c. written confirmation from a Medical Practitioner; or
  - d. evidence of registration on the relevant government register for positive Coronavirus COVID- 19 cases (as applicable).

14. Any claim arising from the Insured Person neglecting to observe government, public health authority and/or World Health Organisation preventative and precautionary measures including vaccination, hygiene or social distancing guidelines.
15. Any claim arising from or relating to a Coronavirus COVID- 19 diagnosis which predates the Journey.

**Please check “General Exclusions – What We Will Not Pay For” on pages 35 to 37 for other reasons why We will not pay**

## Section 1B - Additional Expenses

### We will pay:

This Section only covers the Insured Person for Reasonable additional travel or accommodation expenses that result directly from one of the following events happening while they are on the Journey:

1. The Insured Person being unable to continue the Journey because of the death, Sudden Illness or Serious Injury of:
  - (a) Them or a member of their Travelling Party; or
  - (b) A Relative or business partner or person in the same employ as the Insured Person, who is resident in Australia or New Zealand, provided that the Sudden Illness or Serious Injury required hospitalisation or confinement; and in the case of a business partner or person in the same employ, the person's absence made the ending of the Journey necessary and the Insured Person has written confirmation of that fact from an appropriately senior staff member which is acceptable to Us.
2. The need, because of a Sudden Illness or Serious Injury, resulting in the Insured Person being hospitalised as an in-patient, for a Relative or friend to travel to, remain with, or escort the Insured Person in place of the attending physician. The Insured Person must have written advice from the attending physician and Our consent.
3. Cancellation or restriction of scheduled public transport services caused by severe weather, natural disaster, hijacking, riot, strike, or civil commotion. The event must have begun after We issued the policy. The Insured Person must have done everything reasonable to avoid the expenses and they must get the Carrier's written confirmation of their claim.
4. Motor vehicle, railway, air, or marine accident. The Insured Person must have written confirmation of the accident from an official body or Carrier in the country where the accident happened.
5. The need to incur additional accommodation or travel expenses following a loss (excluding Government confiscation) of passports, travel documents or credit cards where there is administration time to re-issue these documents or the Insured Person needs to travel to a different area of the country to collect them directly if not available to be sent electronically. These costs are limited to expenses incurred within the country where the loss occurred.
6. A member of the Insured Person's Travelling Party who is a full-time student being required to sit supplementary examinations.

The following conditions apply to the whole Section 1B:

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



## Section 1C – Replacement Player Cover

### We will pay:

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

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

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

### We will not pay under Section 1B or Section 1C:

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

Please check “General Exclusions – What We Will Not Pay For” on pages 35 to 37 for other reasons why We will not pay.

## Section 2 - Cancellation Costs

If an Insured Person’s Journey is necessarily cut short or cancelled entirely as a result of one of the following events happening during the Period of Insurance:

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

We will pay those costs which an Insured Person cannot recover from any other source in respect of:

- (a) The value of the unused arrangements, less any refunds due to the Insured Person including any prepaid transport or accommodation arrangements.
- (b) The Reasonable cost of rearranging the Insured Person’s Journey prior to the commencement of their Journey, provided that this cost is not greater than the cancellation fees or lost deposits which would have been incurred had the Journey been cancelled.
- (c) The cancellation cost of tuition or course fees up to \$2,000 if the sole purpose of the Insured Person’s Journey is to attend that course.
- (d) The travel agent’s cancellation fees of up to 10% of the amount paid to the travel agent to a maximum of \$1,500 per Insured Person whichever is the less.
- (e) For the loss of frequent flyer or similar air travel points or vouchers the Insured Person used to purchase an airline ticket following cancellation of their air ticket and the Insured Person cannot recover the lost points or voucher value from any other source. We calculate the amount We will pay by multiplying:
  - 1) For Frequent flyer points, air miles or loyalty card points;
    - The cost of an equivalent booking based on the same advance booking period as the original booking less any payment you made toward the bookingMultiplied by
    - The total number of points or air miles lost, divided by the total number of points or air miles used to make the booking.
  - 2) for any voucher, this must be the face value of the voucher provided. If there is no face value on the voucher We will pay the market value.
- (f) If an Insured Person is officially scheduled to attend a sporting match or event during their Journey, which cannot be delayed because of his or her late arrival, We will pay the reasonable extra expenses actually and necessarily incurred, less any amounts which the Insured or Insured

Person may be entitled to receive from a Carrier, to enable the Insured Person to use alternative scheduled public transport services to arrive at the match or event on time, he or she misses their scheduled transport connection and is unable to arrive at the match or event at the original scheduled time.

The maximum amount We will pay is \$2,000 in respect of any missed connection.

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

**We will not pay under Section 2:**

1. A loss arising from the failure of any travel agent, tour operator, accommodation provider, airline or other Carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Financial Default or of any person, company or organisation they deal with.
2. A loss arising from the failure, postponement or cancellation of any tournament, sports or leisure event (including but not limited to where such postponement or cancellation is because of lack of ticket sales and or interest) in which the Insured or Insured Person was due to participate. Where reasonable and timely checks were made by the Insured or Insured Person as to the tournament or event proceeding ahead of the Journey and prior to booking or confirming their place with the tournament or event organiser then this exclusion shall not apply.
3. A loss that arises directly or indirectly from an Act of Terrorism.
4. For delays, rescheduling or cancellation of scheduled transport services caused by the Carrier or related to the Carrier including maintenance, repairs, rescheduling, service faults, industrial activity other than a strike or corporate takeover.
5. A loss that relates directly or indirectly to financial, business, professional or contractual arrangements. This exclusion does not apply to claims under Section 2 where:
  - (a) An Insured Person or a member of their Travelling Party are made redundant from full time permanent employment in Australia provided they were not aware that the redundancy was to occur before this policy was purchased; or
  - (b) where an Insured Person is a full-time permanent Employee and prearranged leave is cancelled by their employer.
6. If an Insured Person or a member of their Travelling Party changes plans or decides not to continue with the Journey.
7. If a tour operator or wholesaler is unable to complete arrangements for a tour because there are not the required number of people to begin or complete a tour or Journey. This does not apply in relation to prepaid travel arrangements bought separately to reach the departure point for the tour or other travel arrangements.
8. If an Insured or Insured Person's claim arises directly or indirectly from ;
  - (a) a likely or actual Epidemic or Pandemic (such as H5N1 Avian Influenza or Coronavirus Disease Covid-19);

- (b) Threat of an Epidemic or Pandemic (such as H5N1 Avian influenza or Coronavirus Covid-19) that requires the closure of a country's borders; or
  - (c) An Epidemic or Pandemic that results in the Insured Person being quarantined;
  - (d) Where the Insured or Insured Person did not take the appropriate action to avoid or minimise any potential claim under this policy including delay of travel referred to in the warning. Please refer to [www.who.int](http://www.who.int) for further information
9. For any costs incurred where a Journey is undertaken against the advice of a Medical Practitioner or if an Insured Person is unfit to travel or is travelling for the purpose of obtaining medical attention.
  10. If the Insured, or Insured Person was aware of any reason, before Your policy commenced, that may cause their Journey to be cancelled, abandoned or shortened.
  11. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of an Insured Person's Travelling Party - or their Relative, their business partner or person in the same employ as them, who is resident in Australia - if a terminal prognosis was made before a Journey was commenced.
  12. For any loss arising from Pre-existing Medical Conditions.
  13. For any loss, damage, liability, cost or expense arising directly or indirectly out of a Cyber Act or Cyber Incident.

**Please check "General Exclusions – What We Will Not Pay For" on pages 35 to 37 for other reasons why We will not pay.**

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

#### **We will pay:**

1. We will reimburse the Rental Vehicle insurance excess or the cost of repairing the Rental Vehicle, whichever is less, if during a Journey a Rental Vehicle is involved in a motor vehicle accident while the Insured Person is driving, or is damaged or stolen while in their custody. The Insured Person must provide a copy of the repair account and/or quote and rental company agreement/documentation. This section does not cover motorcycles or any other vehicle not referred to in the definition of "Rental Vehicle".
2. The cost of returning the Rental Vehicle to the nearest depot if the Insured Person's attending Medical Practitioner or dentist certifies in writing that they are unfit to do so during their Journey.

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

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

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

3. If You use the Rental Vehicle while affected by alcohol or any other drug in a way that is against the law of the place You are in.
4. If You use a vehicle without a license for the purpose that You were using it for.
5. any loss of or damage to a Rental Vehicle arising out of wear and tear (including tyres), gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental.
6. where the Insured Person has elected not to take out any insurance offered to cover the Rental Vehicle as part of the rental agreement

**Please check “General Exclusions – What We Will Not Pay For” on pages 35 to 37 for other reasons why We will not pay.**

## Section 4 - Personal Accident

If, during a Journey, an Insured Person suffers an Injury resulting in one of the conditions below we will pay to the Insured or Insured Person an amount equal to the applicable percentage below of the Capital Benefit stated in the schedule.

### Capital Benefits

Injury sustained by an Insured Person during the Journey which within twelve calendar months results in:-			The benefits payable will be the following percentage of the Capital Benefit specified in the schedule.
1	Death (limited to 20% of the Capital Benefit in the schedule for Insured Persons under 18 years of age)		100%
2	Permanent Quadriplegia		100%
3	Permanent Paraplegia		100%
4	Permanent total loss of sight	two eyes	100%
		one eye	50%
5	Permanent total loss of hearing	two ears	75%
		one ear	25%
6	Permanent total loss of use of	two arms	75%
		one arm	35%
7	Permanent total loss of use of	two legs	75%
		one leg	35%
8	Permanent total loss of use of	two+ fingers	40%
		two fingers	14%
		one finger	4%
		one thumb	5%
9	Permanent total loss of use of	two+ toes	40%
		two toes	14%

		one toe	4%
10	Permanent total loss of use of	two kidneys	75%
		one kidney	30%
		spleen	25%
		liver	70%
		two testicles	40%
		one testicle	6%
		sexual function	45%
11	Total & permanent	Disfigurement	up to 45%
		shortening of leg	7%
	For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.		
12	Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at Our sole and absolute discretion. Such determination will not be inconsistent with the benefits provided under Events 4-11 inclusive.		Up to 90%

### Weekly Benefit

If an Insured Person who earns income via personal exertion suffers a Sudden Illness or Sudden Injury (if Temporary Total Disablement from Sickness is noted on the schedule as being insured) during a Journey resulting in Temporary Total Disablement We shall pay the percentage noted in the schedule of the Insured Person's Net Income Lost or the amount specified for this benefit in the schedule, whichever is the lesser. Cover is only provided if the Insured Person was engaged full time in their Occupation up to the time of Sudden Illness or Sudden Injury . An Insured Person's entitlement to benefits under this Section does not commence until after they return Home (whether they have come Home at the expected end of the Journey or have been required to come Home earlier than expected) and after the expiry of the Excess Period specified in the schedule.

Any amounts payable under this Weekly Benefit shall be payable monthly in arrears.

### Bed Care Benefit

In the event an Insured Person is necessarily confined to a bed after a Injury for a period of not less than 7 days and their confinement is certified as necessary by the attending Medical Practitioner to be under the continuous care of a registered nurse, who is not related to the Insured Person or a member of the Insured Person's family, We will pay the Insured Person the amount noted in the schedule for the maximum number of days noted on the schedule.

For the purposes of this Benefit, We will not pay for any claim whereby the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

#### We Will Not Pay

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

**Please check "General Exclusions – What We Will Not Pay For" on pages 35 to 37 for other reasons why We will not pay.**



## Claim Conditions specific to Section 4 Personal Accident

1. In event of a claim under this Section, the Insured Person shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of the Insured Person
2. All Temporary Disablement benefits shall cease on the Insured Person's death.
3. The amount of any Weekly Benefit will be reduced by the amount of any periodic compensation benefits payable under any other insurance policy or by The Insured Person's employer or from any other source so that the total amount of any such benefits and the Weekly Benefit payable under this policy shall not exceed the percentage nominated in the schedule or The Insured Person's Net Income Lost.
4. Odd days of benefit will be payable at one seventh of the Weekly Benefit. Weekly Benefits will only be payable in respect of complete days of Disablement.
5. Benefits payable for Capital Benefits shall be reduced by any sum already paid under Weekly Benefit in respect of the same Injury or Sickness. After the happening of any one of Events in Capital Benefit there shall thereafter be NO further liability under Capital Benefits in respect of the same Insured Person.
6. Benefits shall NOT be payable under more than one of the events for disablement resulting from any further Injury or Sickness whilst there is an existing entitlement for Benefits.
7. Benefits shall NOT be payable unless the Insured Person shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Medical Practitioner.
8. Benefits shall NOT be payable for that part of the benefit payable under Net Income Lost for which other loss of income benefits can be claimed.
9. We will, at Our own expense, have the right and opportunity to examine the Insured Person when and as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## Section 5 - Luggage and Personal Effects

### We will pay for:

1. Accidental loss, theft of, or damage to the Insured Person's Luggage and Personal Effects whilst they are undertaking a Journey. We are entitled to choose between repairing, replacing, or paying the Insured Person the value in cash of the Luggage and Personal Effects, after allowing for wear, tear, and depreciation. Any payment however will not exceed the original purchase price of the item.

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

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

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

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

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

unless noted otherwise on the schedule.

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

- (a) keep receipts for goods purchased separate from the goods themselves;
  - (b) keep any relevant ticket and luggage check and provide them to us;
  - (c) provide evidence of the value and the Insured Person must prove ownership of the goods;
  - (d) if a Carrier loses or damages the Insured Person's accompanying luggage, they must report it in writing to the airline within 24 hours; and
  - (e) provide written confirmation that the report was made by the Insured Person, and provide it to Us, with details of any settlement that the Carrier makes in relation to the loss or damage.
2. Accidental loss, theft of, or damage to Sporting equipment carried on behalf of the Insured whilst they are accompanying an Insured Person on their Journey used solely for the purpose of the Sport noted in the schedule. The limit any one item shall be \$2,500 with a maximum any one claim of \$5,000.
  3. Accidental loss, theft of, or damage to dentures or dental prostheses whilst they are accompanying the Insured Person on their Journey up to \$800.
  4. Essential items bought because an Insured Person's luggage is temporarily lost or delayed (not permanently lost) by the Carrier for more than 12 hours during a Journey. This does not apply on the leg of their Journey that brings them to their home in Australia. We will not pay more than

\$250 any one person if the delay is more than 12 hours or more than \$500 for any one person if the delay is more than 72 hours. The Insured Person must give us relevant receipts and written confirmation of the length of the delay from the appropriate authority. No excess applies to this benefit.

5. Financial loss the Insured Person suffers because of loss, theft, or fraudulent use, of their travel documents, travellers cheques, passport, cash or credit cards after they have been accidentally lost or have been stolen during a Journey.

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

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

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

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

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

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

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

In addition to the "General Exclusions – What We will not pay for" on pages 35 to 37, We shall not pay for any:

1. Loss, theft of or damage to watercraft of any type (excluding surfboards).
2. Damage to sporting equipment (including surfboards) whilst in use.
3. Breakage or damage to snow skiing or golf equipment over three years old.
4. A loss of, or theft of, or damage to:
  - (a) Luggage and Personal Effects that the Insured Person leaves Unsupervised in a Public Place or if loss, theft or damage occurs because You do not take reasonable care to protect it;
  - (b) Luggage and Personal Effects, but only to the extent that the Insured Person is entitled to compensation from the Carrier responsible for the loss, theft or damage;
  - (c) Luggage and Personal Effects left unattended and Unsupervised in a motor vehicle, unless taken from a locked boot or locked concealed luggage compartment of a station wagon, hatchback, van or motor home, between sunrise and sunset local time and there is evidence of damage or forced entry which is confirmed by a police report (this exclusion does not apply to video cameras, mobile telephones, photographic equipment, personal computers or jewellery);

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

**Please check “General Exclusions – What We Will Not Pay For” on pages 35 to 37 for other reasons why we will not pay.**

## Section 6 - Personal Liability

### We will pay:

For damages or compensation the Insured Person is legally liable for if their negligence during their Journey causes:

1. Injury to a person who is not a member of their Family, a Relative or a Travelling Party; or
2. Loss or damage to property that is not owned by the Insured Person or a member of their Family, a Relative or a Travelling Party, or is not in the Insured's or the Insured Person's custody or control.

We will also reimburse the Insured Person's reasonable legal costs and legal expenses for settling or defending the claim made against the Insured Person. We decide whether the costs were reasonable. Neither the Insured nor the Insured Person must not accept any liability without Our prior approval.

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

### We will not pay:

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

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

**Please check "General Exclusions – What We Will Not Pay For" on pages 35 to 37 for other reasons why we will not pay.**

## Section 7 - Kidnap, Ransom and Extortion

### We will pay:

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

1. loss due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by the Insured or Insured Person to have custody thereof, provided however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder; and
2. the amount paid by the Insured or Insured Person for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
3. reasonable costs of retaining independent security consultants for the exclusive function of investigating the Kidnap, negotiating the Insured Person's release, paying any Ransom or recovery of the Insured Person provided that We have given Our prior written consent to the use of such consultants.

### Limit of Liability

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

### Words with Special Meanings under Section 7

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

**Expenses** means any of the following:

1. Reasonable payment made by the Insured or Insured Person to a person providing information which leads to the arrest of the individuals responsible for a Kidnap or Extortion insured hereunder;
2. Reasonable and customary loan costs incurred by the Insured or Insured Person from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
3. Reasonable and customary travel and accommodation costs incurred by the Insured or an Insured Person as a result of a Kidnap or Extortion;
4. Salary paid by the Insured to an Insured Person or on behalf of an Insured Person who is the victim of a Kidnap or Extortion for up to:
  - (a) thirty (30) days after the release of the Insured Person from a Kidnap;
  - (b) discovery of the death of the Insured Person; or
  - (c) one hundred and twenty (120) days after You receive the last credible evidence that the Insured Person is still alive; or

- (d) sixty (60) months from the date of the Kidnap, if the Insured Person has not been released.
5. Payments made by the Insured for a temporary replacement Employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the Kidnap;
  6. Personal financial loss suffered by the Insured Person(s);
  7. Travel costs of a Kidnap victim to join their immediate family upon their release and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per an Insured Person and replacement person;
  8. Reasonable and customary fees and expenses of a qualified interpreter assisting the Insured or an Insured Person in the event of a Kidnap or Extortion; and
  9. Any other reasonable and customary expenses incurred by the Insured or Insured Person with Our prior approval in resolving a Kidnap or Extortion insured hereunder.

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

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

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

## Conditions Under Section 7

### Confidentiality

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

### What We will not pay for:

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

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

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

In the event an Insured Person is Kidnapped, the Insured must immediately notify Sportscover Assist via Collinson Assistance.

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

## Section 8 - Hijack and Detention

### Hijack

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

### Detention

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

## Words with Special Meanings under Section 8

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

**Conveyance** means:

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

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

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

### Legal Costs Extension

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

### What We will not pay for:

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



## General Conditions

### Cyber Clarification Clause

Except for Cancellation cover (Section 2) We will pay for any otherwise covered loss, damage, liability, cost or expense caused by a Cyber Act or Cyber Incident, subject always to the policy's full terms, conditions, limitations and exclusions.

### Sanctions

We shall not provide any cover nor shall We be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or Australia.

### Several Liability Notice

The subscribing insurers' obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## General Exclusions - What We will not pay for

In respect of all Sections of this policy We will not pay for any claim, loss, damage, liability, or any other amount arising directly or indirectly from any of the following:

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

13. biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
14. errors or omissions in any booking arrangements or failure to obtain relevant visa, passport or travel documents.
15. If the Insured Person did not follow advice in the mass media or a government or other official body's warning:
  - i. against travel to a particular country or parts of a country;
  - ii. of a strike, riot, bad weather, civil commotion or contagious disease;
16. parachuting, sky diving, hang gliding, paraponting or travel in an air supported device other than as a passenger in a licensed passenger aircraft operated by an airline or charter company. This exclusion does not apply to hot air ballooning or parasailing.
17. The Insured, the Insured Person or any of their Travelling Party or a Relative's intentional exposure to a needless risk or lack of reasonable care or deliberate exposure to unusual danger, except in an attempt to save human life.
18. Delay, detention, seizure or confiscation by Customs or other officials.
19. The cost of medication in use at the time the Journey began or for maintaining a course of treatment the Insured Person was on prior to the Journey.
20. Loss, theft or damage to anything shipped as freight or under a Bill of Lading.
21. illness or disease which is transmitted sexually including Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV)
22. An existing depression, anxiety, stress, mental or nervous condition unless accepted by Us prior to cover being granted.
23. If an Insured Person, a Relative or a member of their Travelling Party:
  - (a) Commits or attempts suicide, intentionally inflicts self-injury
  - (b) commits a criminal or malicious act, or is under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of Injury).
  - (c) takes part in a riot or civil commotion;
  - (d) races (except on foot or if We have agreed to provide cover and have noted on the schedule); mountaineers – or rock climbs – using support ropes; or takes part as a professional in a professional sporting activity;
  - (e) rides a motor cycle (except as a pillion passenger) without a licence that is valid in the relevant country; or

- (f) dives underwater using an artificial breathing apparatus unless the Insured Person holds an open water diving licence or the Insured Person was diving under licensed instruction.

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

# Claims

## How to make a claim

If an event giving rise to a claim under this [policy](#) occurs please provide details as soon as practically possible by contacting [Your](#) broker or the Claims Department:

### Sportscover Australia Limited

Level 1, 271-273 Wellington Road Mulgrave, Victoria, Australia, 3170

Telephone: +61 (0)3 8562 9100

Fax: +61 (0)3 8562 9111

Email: [asiapac.claims@sportscover.com](mailto:asiapac.claims@sportscover.com)

The Insured or Insured Person must give Us notice of their claim as soon as possible by completing the claim form supplied by Us. If the claim form is not fully completed, We cannot process the Insured or Insured Person's claim.

If the Insured or Insured Person does not fully complete the claim form as soon as possible, We may reduce the claim by the amount of prejudice We have suffered because of the delay. All information We reasonably ask for to support a claim is at the Insured or Insured Person's expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of ownership.

There must be full co-operation with Us at all times in relation to the provision of supporting evidence and such other information as We may reasonably require and, in particular:

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

### Claims are payable in Australian dollars

We will pay all claims in Australian dollars. We will pay the Insured Person unless We are instructed to pay someone else. The rate of currency exchange that will apply is the rate at the time the Insured Person incurred the expense.

### No admission of fault or liability

In relation to any claim under this policy neither the Insured nor the Insured Person must not admit that they are at fault, and they must not offer or promise to pay any money, or become involved in litigation, without Our approval.

### **Requirement to help Us to recover any money We have paid**

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

### **If an Insured or Insured Person can claim from anyone else, We will only make up the difference**

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

If We have paid an Insured or Insured Person's loss and they receive a payment from someone else for that same loss, they must pay us the amount of that payment up to the amount of the claim We paid an Insured or Insured Person.

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

### **Depreciation**

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

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

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

### **Travel within Australia only**

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

### **Fraud**

Insurance fraud places additional costs on honest policyholders.

Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud. An Insured Person can help by reporting insurance fraud. All information will be treated as confidential and protected to the full extent under law. Report insurance fraud by calling Us on 03 8562 9100.