# SKIINSURANCE .com.au

Effective from 03rd October 2018.

Pro Ski



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# About Us



#### Pro Ski Insurance

#### About Pro Ski Insurance

Your travel insurance **policy** is secured by Certain Underwriters at Lloyd's (the **insurer**). **1Cover Pty Ltd** issues the **policy** to you and handles claims as agent for the **insurer**.

#### **Emergency Assistance**

Emergency Assistance is provided 24/7, 365 days a year by First Assistance.

#### Your Pro Ski Insurance

If you buy the **policy**, this document and your **certificate of insurance** make up your insurance contact with us. Be sure to keep them in a safe place!

#### Your Duty of Disclosure

Before you enter into this insurance with us, you have a Duty of Disclosure under the Insurance Contracts Act 1984 (Cth). This means if we ask you questions that are relevant to our decision whether to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering questions. If you do not tell us anything you are required to tell us, we may cancel your insurance contact or reduce the amount we will pay if you make a claim or both. If your failure to tell us anything relevant is fraudulent, we may refuse to pay a claim and treat the insurance contact as if it never existed.



#### Words with Special Meanings

Some words in this document have defined meanings. Where they appear:

- 'You' and 'your' mean the person(s) whose name(s) is set on your certificate of insurance.
- 'We', 'our' and 'us' means the insurer who deals with you through 1 Cover.

Other words in the Product Disclosure Statement (PDS) have special meanings and appear in bold. When these words are used, the meaning is set out in the *Definitions* section.



# Table of benefits

Policy Section & Reposite		Evene Applied	International
	Policy Section & Benefits	Excess Applies —	PER ADULT
	Medical		
1	Overseas Emergency Medical Assistance^	Yes	Unlimited
2	Overseas Emergency Medical & Hospital Expenses^*	Yes	Unlimited
2A	Includes Dental Expenses (per adult)^	No	\$500
3	Additional Accommodation & Travel Expenses*	Yes	\$50,000
3A	Includes Family Emergency*	Yes	Yes
3B	Includes Emergency Companion Cover*	Yes	Yes
4	Resumption Of Journey^*	Yes	\$3,000
5	Hospital Cash Allowance <sup>^*</sup>	No	\$5,000
6	Accidental Death*	No	\$25,000
7	Permanent Disability^	No	\$25,000
8	Loss Of Income*^	No	\$10,400
	Luggage		
9	Credit Card Fraud & Replacement^	Yes	\$5,000
9A	Includes Travel Documents & Traveller's Cheques^	Yes	Yes
10	Theft Of Cash^#	No	\$250
11	Luggage & Personal Effects*	Yes	\$5,000
12	Luggage & Personal Effects Delay Expenses^	No	\$250
	Cancellation		
13	Cancellation Fees & Lost Deposits*	Yes	Unlimited
14	Disruption Of Journey*	No	\$1,000
15	Alternative Transport Expenses^	Yes	\$5,000
	Ancillary		
16	Personal Liability#	Yes	\$5 million
17	Domestic Services^*	No	\$500
18	Rental Vehicle Excess#*	Yes	\$5,000
	Ski Specific		
19	Emergency Rescue	Yes	Unlimited
20	Ski Pack	No	\$750
21	Piste Closure*	No	\$1,000
22	Bad Weather & Avalanche Closure	No	\$750

#### Unless otherwise specified in the PDS:

Sections 3, 3A,3B & 13 - if you claim for the same or similar cancelled services/facilities or alternative arrangements under sections 3, 3A,3B & 13, we will only pay the higher of the two amounts, not both.

 $\ensuremath{\text{\#}}$  Limits are per policy regardless of the number of persons the claim relate to.

<sup>^</sup> you do not have cover under these sections while travelling in Australia.

<sup>\*</sup> sub-limits apply



# Product Disclosure Statement





#### **Product Disclosure Statement**

#### This PDS explains:

- How to buy the policy page 4
- What the **policy** covers page 9
- How to make a claim under the policy page 51

You should read the PDS before buying the **policy** because you are responsible for ensuring that the insurance cover you select, is suitable for your needs. Any updates to this PDS, will be available at <a href="https://www.ski-insurance.com.au">www.ski-insurance.com.au</a>. We will email you if any important changes happen while your **policy** is in force.

#### Buying The Policy

Before buying the **policy**, you need to think about:

- Type and level of cover?
- Am I eligible for cover?
- Do I need optional extra cover?
- What level of excess do I prefer?
- What does the policy cost?
- Can I cancel the policy?
- What if I have complaint?

#### Level Of Cover

nternational	Sections 1-22.



#### Am I Eligible For Cover?

Australian residents who are aged 64 and under and eligible for a Medicare card can purchase these plans provided that:

- your journey commences and ends in Australia; and
- you are a professional skier; and
- you purchase the **policy** before leaving the station, airport, port, terminal or motor vehicle rental agency from which your trip is scheduled to commence.

#### Who Will Be Covered?

This cover type provided under this product is individual cover, which covers you only.

#### Amendment Of Cover

In certain circumstances, we will allow you to amend your policy after purchase.

Where we agree to update or add to the cover under your **policy**, the change in cover will only apply to circumstances that arise after we have issued you with an updated **certificate of insurance** reflecting the change.

Where we agree to your request to remove any cover under your **policy**, you will not be able to make any claim or exercise any other right under the cover that has been removed for any circumstance that **arises** at the time or after your **policy** is updated.



#### Do I Need Optional Extra Cover?

#### High Value Items

**Luggage & Personal Effects** are covered under all plans (see *section 11 - Luggage & Personal Effects*), but individual limits apply to each item.

You can purchase up to \$5,000 of additional cover for **high value items** that are less than 12 months old. You can do this by listing each item and its value when you apply for cover. Please note that **high value item** cover is not available for jewellery, **bicycles**, watches and watercraft (apart from surfboards).

#### What Excess Do I Prefer?

If you make a claim under any sections of the **policy**, except for sections 2A, 5, 6, 7, 8, 10, 12, 14, 17, 20, 21 and 22 we will deduct an **excess** from the amount payable to you. The higher the **excess** you choose, the lower your premium will be. Your **excess** will be shown on your **certificate of insurance**.

You cannot remove the excess.

#### What Does The Policy Cost?

We'll tell you the premium payable for your **policy** when you apply for cover. It will be based on a number of factors including your travel destination(s), the duration of your **journey**, the level of cover and the **excess** you choose, the number of people covered, your age and any optional extra cover you select. It will also include some government charges and taxes (e.g. GST).

#### Can I Cancel The Policy?

If you decide that you do not want this **policy**, you will be given a full refund of the premium you paid provided that:

You cancel within 14 days after you are issued your certificate of insurance and PDS;



- You cancel prior to the start of the first of the travel dates shown on your certificate of insurance; and
- You do not want to make a claim or to exercise any other right under the **policy**.

You can still cancel your **policy** after 14 days but we will not refund any part of your premium if you do. If you choose to end your **journey** early for any reason, we will not reimburse any premium of any unused portion of your **policy**.

#### Complaints

If you have any concerns about the **policy** or the insurance services you receive, please refer to the *Complaints Procedures* on page 60.

#### What You're Covered For

This part of the PDS explains:

- The period for which you're covered and the circumstances in which you can extend your **policy**;
- What the **policy** covers; and
- The Exclusions and conditions that limit what you're covered for under the **policy**.

#### Period Of Cover

The earliest that cover under the **policy** starts is when we issue you a **certificate of insurance**. This confirms the period for which you are insured.

#### Importantly:

- Cover for section 13 Cancellation Fees & Lost Deposits starts on the date the certificate of insurance is issued.
- Cover under all other sections starts on the first of the travelling dates shown on your **certificate of insurance**.
- All cover ends on the earlier of the date you return **home** or the last of the travelling dates shown on your **certificate of insurance**.



You must purchase your policy before you leave your departure point.

#### **Extending Your Journey**

- You must apply to us if you wish to extend your journey.
- Your policy is not extended until we have agreed to do so.
- Premium payable for extending your **journey** is calculated at the current rates for the relevant plan at the time of extension.
- Please make sure you extend your **policy** before it expires (11.59 PM AEST).

#### We will agree to extend your journey if:

- We have accepted a claim under the policy and you have been hospitalised.
- You have been hospitalised cover will be extended only for the purpose and duration of repatriation to your home.
- A privately or commercially operated mode of transport is interrupted, delayed, cancelled or rescheduled by a claimable event, your
  journey is automatically extended until you return home.

#### We will not extend your journey if:

- You have lodged a claim under the policy;
- Your policy has reached the maximum period of cover (i.e. 12 months);
- You are aware of any events or circumstances that could give rise to a claim under the original policy but have not notified us;
- Your claim arises from any pre-existing medical condition(s) whatsoever under the original policy;
- Any new medical conditions have arisen during the original policy period;
- You resume travel that is not repatriation immediately following an accepted claim for which you were hospitalised;
- You are aged 65 years of age or over.



If your circumstances mean that your journey cannot be extended, you will be required to submit a new application for Travel Insurance.

#### What The Policy Covers

The **policy** provides 22 different types of benefits. Please refer to the **table of benefits** for more details.

#### Benefits Limits

The **table of benefits** on page 3 shows:

- Whether the benefit is included in the plan you have selected.
- The maximum amount we will pay for certain types of claims.

#### Limits On Cover

Although we strive to provide as wide coverage as possible, the **policy** does not cover every circumstance. The limits on the cover are explained in each section and also in the section titled *General Exclusions*. Carefully read these sections to understand what you are, and are not, covered for.

#### Section 1: Overseas Emergency Medical Assistance

There is no cover under this benefit while travelling In Australia.

#### We Will Pay

We will pay for our emergency assistance provider, First Assistance to provide the following services if you **injure** yourself or become **ill** while **overseas**:



- a) Arrange access to a **medical adviser** for emergency medical treatment while you are **overseas**.
- b) Arrange medical transfer if you need to be transported to the nearest **overseas hospital** for emergency medical treatment or evacuation if you need to be brought back to Australia with appropriate medical supervision.
- c) Provide written guarantees of payment of **reasonable** expenses for emergency **hospitalisation** that may be required while you are **overseas**.
- d) Pass on messages to your family or employer in the case of an emergency.
- e) If you die as a result of an **injury** or **illness** during your **journey**, we will also pay up to \$15,000 per person for the **reasonable** cost of either a funeral or cremation **overseas** and/or returning your remains to your **home**.

#### We Will Not Pay

We will not pay for:

- a) Any hospital or medical costs incurred in Australia.
- b) Any subsequent medical, hospital or evacuation expenses if you decline to promptly follow any medical advice First Assistance has given.
- c) Medical evacuation or the transportation of your remains from Australia to an overseas country.

#### You Can Choose Your Own Doctor

You may choose your own **medical adviser** or First Assistance can appoint an approved **medical adviser** to see you, unless you are treated under a **reciprocal health care agreement**. If you do not get the medical treatment you expect, although First Assistance can assist you, neither we nor First Assistance will be liable for anything that results from that treatment.

#### **Emergency Assistance Provider**

Emergency Assistance is provided 24/7, 365 days a year by First Assistance.

If you are advised that you need medical transfer or evacuation to Australia, you or a member of your travelling party MUST contact First Assistance as soon as possible and obtain their prior approval to any expenses.



If you do not contact First Assistance or follow their guidance, we will not pay any expenses that would have been avoided or minimised if you had followed their guidance.

#### Section 2: Overseas Medical & Hospital Expenses

There is no cover under this benefit while travelling In Australia.

#### We Will Pay

We will reimburse:

- a) If you **injure** yourself or become **ill overseas**, the **reasonable** medical or **hospital** expenses you incur until you get back to Australia, provided
- b) The medical or **hospital** expenses must have been incurred on the written advice of a **medical adviser**. You must make every effort to keep your medical and **hospital** expenses to a minimum.
  - If you are **hospitalised** or treated as an outpatient and the total cost of the treatment will exceed \$2,000, you or a member of your travelling party MUST contact First Assistance as soon as possible and obtain their prior approval to any expenses. If you do not, we will not pay for any expenses that First Assistance would not have approved or arranged had you sought their prior approval.
- c) If First Assistance determines that you should return **home** to Australia for treatment and you do not agree to do so, we will pay you the amount that we determine would cover your medical expenses and/or related costs had you agreed to First Assistance's recommendation. You will then be responsible for any ongoing or additional costs relating to or **arising** out of the event for which you have claimed.

We will only pay for medical expenses incurred within 12 months after an **illness** first showed itself or the accident that caused the **injury** happened.



#### We Will Not Pay

We will not pay for expenses:

- a) Incurred in Australia.
- b) Arising from pre-existing medical condition(s) except as specified under Pre-Existing Medical Condition(s) on page 41.
- c) If you do not take the advice of First Assistance.
- d) For more than 2 weeks treatment by a chiropractor, physiotherapist or dentist unless approved by First Assistance.
- e) In respect of medical care that is covered under a reciprocal health care agreement.

#### Section 2A: Dental Expenses

There is no cover under this benefit while travelling In Australia.

#### We Will Pay

We will reimburse the cost of emergency dental treatment up to a maximum payable benefit 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.

#### We Will Not Pay

We will not pay for expenses:

- a) Incurred in Australia.
- b) Arising from pre-existing medical condition(s) except as specified under *Pre-Existing Medical Condition*(s) on page 41.
- c) Relating to damage to dentures, dental prostheses, bridges or crowns.
- d) Relating to dental treatment involving the use of precious metals or for cosmetic dentistry.
- e) For dental treatment caused by or related to the deterioration and/or decay of teeth.



f) For preventative dental treatment.

## Section 3: Additional Accommodation & Travel Expenses We Will Pay

We will reimburse:

- a) Any reasonable additional accommodation and travel expenses if you cannot travel because of an injury or illness which needs immediate treatment from a medical adviser who certifies that you are unfit to travel.
- b) If you shorten your **journey** and return to Australia on the written advice of a **medical adviser** approved by First Assistance, the **reasonable** cost of your return to Australia. We will only pay the cost of the fare class that you had planned to travel at and you must take advantage of any pre-arranged return travel to Australia.

If you do not have a return ticket booked to Australia before you were **injured** or became **ill**, we will reduce the amount of your claim by the price of the fare to Australia from the place from which you planned to return to Australia. The fare will be at the same fare class as the one you left Australia on.

- c) Your **reasonable** additional travel and accommodation expenses if a disruption to your **journey arises** from the following reasons:
  - You lose your passport, travel documents or credit cards or they are stolen.
  - Your scheduled or connecting transport is cancelled, delayed, shortened or diverted because of one of the following events: strike, riot, hijack, civil unrest, weather, natural disaster or accident.
  - You unknowingly break any quarantine rule.



• Your **home** is rendered uninhabitable by fire, explosion, earthquake or flood.

Wherever claims are made by you under this section and section 13 - Cancellation Fees & Lost Deposits for cancelled services/facilities or alternative arrangements for the same or similar services/facilities, we will pay for the higher of the two amounts, not both.

#### We Will Not Pay

We will not pay:

- a) If before your period of cover commenced, you were aware of any reason that may cause your **journey** to be cancelled, disrupted or delayed.
- b) If you can claim your additional travel and accommodation expenses from anyone else.
- c) If your claim related to the financial collapse of any transport, tour or accommodation provider.
- d) As a result of you or your travelling companion changing travel plans.

#### Section 3A: Family Emergency

#### We Will Pay

We will pay:

- a) If, during your **journey**, your **travelling companion** or a **relative** of either of you is aged 84 or under and resides in Australia or New Zealand:
  - dies unexpectedly;
  - is disabled by an **injury**; or
  - becomes seriously ill and requires hospitalisation (other than arising out of a pre-existing medical condition(s)).



b) We will reimburse the **reasonable** additional cost of your early return **home** at the fare class at which you had planned to travel.

If the **relative** is **hospitalised** in Australia or New Zealand or dies in Australia or New Zealand after the **policy** is issued as a result of a **pre-existing medical condition(s)**, and you were unaware of the likelihood of such **hospitalisation** or death at the time the **policy** was issued, the most we will pay under this section is:

Per Adult	\$2,000
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Wherever claims are made by you under this section and section 13 - Cancellation Fees & Lost Deposits for cancelled services/facilities or alternative arrangements for the same or similar services/facilities, we will pay for the higher of the two amounts, not both.

#### We Will Not Pay

We will not pay:

- a) If you were aware of any reason that may cause your journey to be cancelled, disrupted before your journey commenced.
- b) If the death, **injury** or **illness** of a **relative arises** from a **pre-existing medical condition(s)**, except as specified under section 3A. b) Family Emergency.
- c) If you can claim your additional travel expenses from anyone else.
- d) As a result of you or your **travelling companion** changing travel plans.
- e) If your travelling companion or the relative of either of you is aged 85 or over or does not reside in Australia or New Zealand.



#### Section 3B: Emergency Companion Cover

#### We Will Pay

We will reimburse:

- a) Reasonable additional accommodation and travel expenses you incur to remain with your travelling companion if he or she cannot continue their journey because of an injury or illness which needs immediate treatment from a medical adviser who certifies that your travelling companion is unfit to travel.
- b) The **reasonable** accommodation and travel expenses of your **travelling companion** or a **relative** to travel to you, stay near you or escort you, if you are in **hospital** suffering from a life threatening or other serious condition, or are evacuated for medical reasons. He or she must travel, stay with you or escort you on the written advice of a **medical adviser** and with the prior approval of First Assistance.

Wherever claims are made by you under this section and section 13 - Cancellation Fees & Lost Deposits for cancelled services/facilities or alternative arrangements for the same or similar services/facilities, we will pay for the higher of the two amounts, not both.

#### We Will Not Pay

We will not pay if:

- a) Before your period of cover commenced, you were aware of any reason that may cause your **journey** to be cancelled, disrupted or delayed.
- b) If you can claim your additional travel and accommodation expenses from anyone else.
- c) As a result of you or your **travelling companion** changing travel plans.



#### Section 4: Resumption Of Journey

There is no cover under this benefit while travelling In Australia.

#### We Will Pay

We will pay:

- a) If you return to your **home** from **overseas** because:
  - during your journey, a relative dies unexpectedly or is hospitalised following a serious injury or illness (except arising from a preexisting medical condition(s); and
  - it is possible for your journey to be resumed; and
  - more than 14 days of the period of cover remains, as noted on your certificate of insurance; and
  - you resume your journey within 12 months of your return to Australia.

We will reimburse the cost of the airfares for you to return to the place where your **journey** was interrupted.

b) If the **relative** is **hospitalised** in Australia or New Zealand or dies in Australia or New Zealand after the **policy** issued as a result of **a pre-existing medical condition(s)**, and at the time of **policy** issue you were unaware of the likelihood of such **hospitalisation** or death, the most we will pay under this section is:

Per Adult	\$2,000



#### We Will Not Pay

We will not pay if:

- a) You were aware of any reason, before your period of cover commenced, that may cause your journey to be cancelled, disrupted or delayed.
- b) The death, **injury** or **illness** of the **relative arises** from a **pre-existing medical condition(s)** except as specified under *section 4.b)* Resumption Of Journey.
- c) You can claim your resumption of journey expenses from anyone else.

#### Section 5: Hospital Cash Allowance

There is no cover under this benefit while travelling in Australia.

#### We Will Pay

We will pay you \$50 for each day you are in **hospital** if you are in **hospital** for more than 48 continuous hours while you are **overseas**.

#### We Will Not Pay

We will not pay:

- a) For the first 48 continuous hours you are in hospital;
- b) If you cannot claim for **overseas** medical expenses in section 2 Overseas Emergency Medical & Hospital Expenses.



#### Section 6: Accidental Death

#### We Will Pay

We will pay the accidental death benefit shown in the table of benefits to your estate if:

- a) You are injured during your journey and you die because of that injury within 12 months of the injury; or
- b) During your **journey**, your transport goes missing or is presumed lost while you are on it, sinks or crashes and you are presumed dead and your body is not found within 12 months.

#### Section 7: Permanent Disability

There is no cover under this benefit while travelling in Australia.

#### We Will Pay

We will pay the permanent disability benefit shown in the table of benefits if:

- a) You are injured during an overseas journey; and
- b) Within 12 months of the **injury** you have **totally lost** all of the sight in one or both eyes or the total use of a hand or foot at or above the wrist or ankle; and the loss is for at least 12 months and, in our opinion after consultation with an appropriate medical specialist, will continue indefinitely.



#### Section 8: Loss Of Income

There is no cover under this benefit while travelling in Australia.

#### We Will Pay

We will pay \$400 per week for up to 26 weeks if:

- An injury which occurs during an overseas journey causes you to become disabled within 30 days of the injury; and
- The disablement continues for more than 30 days after you return to Australia; and
- As a result of the disablement, you cannot do your normal full-time job or suitable alternative work; and
- You lose all income.

#### We Will Not Pay

We will not pay for:

a) The first 30 days of your disablement from the time you return to Australia.

#### Section 9: Credit Card Fraud & Replacement

There is no cover under this benefit while travelling in Australia.

#### We Will Pay

We will reimburse:

a) The replacement cost (including communication costs) of your credit cards you lose or which are stolen from you during an **overseas journey**.



b) Loss resulting from the fraudulent use of your credit card which is lost or stolen during the **overseas journey** where the loss is not covered by any guarantee provided by the bank or issuing company.

#### We Will Not Pay

We will not pay if:

- a) You do not report the theft within 24 hours to the police and to the issuing bank or company in accordance with the conditions under which the cards were issued; and
- b) You cannot provide us with a written statement from them.

#### Section 9A: Travel Documents & Traveller's Cheques

There is no cover under this benefit while travelling in Australia.

#### We Will Pay

We will reimburse the replacement costs (including communication costs) of any travel documents, including passports or travellers cheques you lose or which are stolen from you during an **overseas journey** where the loss is not covered by any guarantee provided by the bank or issuing company.

#### We Will Not Pay

If you do not report the theft within 24 hours to the police and to the issuing bank or company in accordance with the conditions under which the travel documents were issued. You can prove that you made a report by providing us with a written statement from them.



#### Section 10: Theft Of Cash

There is no cover under this benefit while travelling in Australia.

#### We Will Pay

We will reimburse the value of cash, bank notes, currency notes, postal orders or money orders stolen from your person during an **overseas journey**.

#### We Will Not Pay

We will not pay if the cash, bank notes, currency notes, postal orders or money orders were not on your person at the time they were stolen.

You MUST report the theft within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority on which you were travelling when the theft occurred. You can prove that you made a report by providing us with a written statement from whoever you reported it to.

#### Section 11: Luggage & Personal Effects

In this section:

**Concealed storage compartment** means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a sedan, station wagon, hatchback, van or motorhome.

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

Unsupervised means leaving your luggage & personal effects:



- with a person who is not named on your certificate of insurance or who is not a travelling companion or relative;
- with a person who is named on your **certificate of insurance** or who is a **travelling companion** or **relative** but who fails to keep your **luggage & personal effects** under close supervision;
- where they can be taken without your knowledge; or
- at such a distance from you that you are unable to prevent them being taken.

Unsupervised includes forgetting or misplacing items of your luggage & personal effects, leaving them behind or walking away from them.

#### We Will Pay

We will pay the repair cost or value of any **luggage & personal effects** which are stolen or accidentally damaged or are permanently lost during your **journey**.

When calculating the amount payable we will apply depreciation due to age, wear and tear. The amount of such depreciation will be determined by us. No depreciation will be applied to goods purchased duty free prior to your departure or goods purchased during your **journey**.

We will not pay more than the original purchase price of any item. We have the option to repair or replace the **luggage & personal effects** instead of paying you.

#### Limits On Cover

a) Subject to clauses b) and c), the maximum amount we will pay for any item (i.e. the item limit) is:

Items	International
Personal computers, video recorders or cameras	\$3,000
Mobile phones and tablets (including PDAs and any items with phone capabilities)	\$1,000
All other items	\$750



Pairs or related sets of items are considered as only one item and the appropriate single item limit will be applied. For example, this applies, but is not limited to:

- a camera, lenses (attached or not), tripod and accessories;
- a matched or unmatched set of golf clubs, golf bag and buggy;
- a matching pair of earrings.
- b) In addition to the limit shown in the **table of benefits** for this section, we will pay up to a maximum of \$5,000 (or any lower amount which you have selected) for all **high value items** combined. Depreciation and the standard item limits shown in *section 11 Luggage & Personal Effects* do not apply to **high value items**. If you make a claim for **high value items**, you must provide us with purchase receipts and/or valuations for the items claimed.
- c) Luggage & personal effects left in a motor vehicle are only covered during the daylight hours and must have been left in a concealed storage compartment of a locked motor vehicle, and forced entry must have been made.

The most we will pay if your **luggage & personal effects** are stolen from a **concealed storage compartment** of an unoccupied locked motor vehicle during daylight hours is \$200 for each item, and \$2,000 in total for all stolen items, even if they are **high value items**.

You MUST report any loss, theft or misplacement within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority you were travelling on when the loss, theft or misplacement occurred. You must prove that you made such report by providing us with a written statement from whoever you reported it to.

#### We Will Not Pay

a) For any loss or damage to jewellery, mobile phones, tablets, cameras, video cameras, personal computers, computer equipment or their accessories which occurs after the time they are checked in to be held and transported in the cargo hold of any aircraft, ship, train, tram or



bus until the time they are returned to your possession, unless an airline requires you to transport these items in the cargo hold and you have written confirmation from the airline to this effect.

- b) For loss, theft of or damage to or of the following:
  - cash, bank notes, currency notes, cheques or negotiable instruments;
  - bicycles;
  - drones:
  - watercraft of any type (other than surfboards);
  - sporting equipment while in use (including surfboards);
  - items left behind in any hotel or motel room after you have checked out or items left behind in any aircraft, ship, motor vehicle, train, tram, taxi or bus. This includes any peer to peer services such as Uber or AirBnb.
- c) For loss of or damage to **luggage & personal effects** which occurred:
  - while they were left unsupervised or unattended in a public place;
  - while they were left unattended in a motor vehicle unless they were left in a concealed storage compartment of a locked motor vehicle;
  - while they were left overnight in a motor vehicle even if they were left in a concealed storage compartment of a locked motor vehicle;
  - while they were being sent unaccompanied or under a freight contract;
  - as a result of an electrical or mechanical breakdown;
  - because a fragile, brittle or an electronic component is broken or scratched unless either the damage is to the lens of spectacles, binoculars or photographic or video equipment or was caused by a crash involving a vehicle in which you are travelling.
- d) If the loss or damage arises from:



- any process of cleaning, repair or alteration;
- ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin.
- e) If you are entitled to be reimbursed by the bus line, airline, shipping line or rail authority you were travelling on when the loss, theft, misplacement or damage occurred. However, if you are not reimbursed the full amount of your claim, we will pay the difference between the amount of your loss and what you were reimbursed, up to the limit of your cover (allowing for depreciation due to the age, wear and tear).

#### Section 12: Luggage & Personal Effects Delay Allowance

There is no cover under this benefit while travelling in Australia.

In this section, **carrier** means an aircraft, vehicle, train, tram, vessel or other public transport operated under a licence for the purpose of transporting passengers. This definition excludes taxis.

#### We Will Pay

We will reimburse you if any items of your **luggage & personal effects** are delayed, misdirected or misplaced by a **carrier** for more than 12 hours while you are **overseas** and in our opinion it was **reasonable** for you to purchase essential items of clothing or other personal items.

You must provide us with written confirmation from the **carrier** who was responsible for your **luggage & personal effects** that they were delayed, misdirected or misplaced.

We will deduct any amount we pay you under this section from any claim for lost **luggage & personal effects** under *section 11 - Luggage & Personal Effects*.

#### We Will Not Pay

We will not pay if you are entitled to compensation for the amount claimed from the bus line, airline, shipping line or rail authority on which you are travelling. However, if you are not reimbursed for the full amount of your expenses, we will pay the difference, up to the limit of your cover.



#### Section 13: Cancellation Fees & Lost Deposits

#### We Will Pay

- a) We will pay cancellation fees and lost deposits for unused travel and accommodation arrangements for which you have paid in advance and cannot recover in any other way if your **journey** is cancelled or shortened at any time through circumstances that you did not expect or intend or are outside of your control.
- b) We will reimburse the travel agent's cancellation fees up to the following amounts where all monies have been paid or the maximum amount of the deposit has been paid at the time of cancellation.

Per Adult	\$1,500

- c) We will not pay more than the level of commission or service fees normally earned by the agent, had your **journey** not been cancelled. You must provide us with documentary evidence of the travel agent's lost commission or service fees.
- d) We will also pay the cancellation cost of prepaid unused portion of tuition or course fees up to a maximum of \$2,000 per person.
- e) We will pay the value of any frequent flyer or similar air travel points, loyalty cards points, redeemable vouchers or other similar schemes, you used to purchase an airline ticket following cancellation of that airline ticket due to unforeseen circumstances outside of your control, if you cannot recover the lost points from any other source.



The amount we pay will be calculated as follows:

- the cost of an equivalent class airline ticket based on the quoted retail price at the time the ticket was issued, less your financial contribution toward the airline ticket:
- multiplied by the total number of points lost;
- divided by the number of points used to obtain the ticket.
- f) If you cancel or shorten your **journey** because a **relative** is **hospitalised** in Australia or New Zealand, or dies in Australia or New Zealand after the **policy** is issued as a result of a **pre-existing medical condition(s)**, we will not cover you unless you were unaware of the likelihood of the **hospitalisation** or death before the **policy** was issued.

The most we will pay under this section is as follows:

Per Adult	\$2,000

Wherever claims are made by you under this section and section 3 - Additional Accommodation & Travel Expenses, 3A - Family Emergency and 3B - Emergency Companion Cover for cancelled services/facilities or alternative arrangements for the same or similar services/facilities, we will pay for the higher of the two amounts, not both.

#### We Will Not Pay

We will not pay if, before your period of cover commenced, you were aware of any reason that may cause your **journey** to be cancelled, abandoned or shortened.



We will not pay if the cancellation fees or lost deposits **arise** because of:

- a) The death, **injury** or **illness** of a **relative** aged 85 and over and/or **arising** from a **pre-existing medical condition(s)** except as specified under section 13. f) Cancellation Fees & Lost Deposits.
- b) You or your travelling companion changing plans.
- c) Any business, financial or contractual obligations. This exclusion does not apply to claims where you or your **travelling companion** are made redundant from full-time employment in Australia provided you or they were not aware that the redundancy was to occur before the **policy** was issued.
- d) A tour operator or wholesaler being unable to complete arrangements for any tour because there were not enough people to go on the tour.
- e) Cancellation, delays or rescheduling by a bus line, airline, shipping line or rail authority.
- f) The financial collapse of any travel agency, transport, tour or accommodation provider.
- g) The failure of your travel agent to pass on monies to operators or to deliver promised services.
- h) The mechanical breakdown of any means of transport.
- i) An act or threat of terrorism.
- j) The death, **injury** or **illness** of any person who resides outside of Australia or New Zealand.
- k) You are a full-time permanent employee and your pre-arranged leave is cancelled by your employer unless you are a full-time member of the Australian Defence Force or of federal, state or territory emergency services.
- I) The breakdown or dissolution of any personal or family relationship.



#### Section 14: Disruption Of Journey

#### We Will Pay

We will reimburse the cost of your **reasonable** additional meals and accommodation expenses if a disruption to your **journey** of at least 6 hours **arises** from circumstances outside your control.

We will pay:

- a) Up to \$200 at the end of the initial 6 hour period; and
- b) Up to \$200 for each full 24 hour period that the disruption continues beyond the initial 6 hour delay.

#### We Will Not Pay

We will not pay if a disruption to your **journey arises** from any of the following reasons:

- a) The financial collapse of any transport, tour or accommodation provider.
- b) An act or threat of terrorism.
- c) You can claim your additional meals or accommodation expenses from anyone else.

#### Section 15: Alternative Transport Expenses

There is no cover under this benefit while travelling In Australia.

#### We Will Pay

We will pay your **reasonable** additional travel expenses to reach wedding, funeral, conference, sporting event or pre-paid tour arrangements on time if your scheduled **overseas** transport is cancelled, delayed, shortened or diverted and that means you would not arrive on time.



#### We Will Not Pay

We will not pay if the cancellation, delay, shortening or diversion of your scheduled transport arises from:

- a) The financial collapse of any transport, tour or accommodation provider.
- b) An act or threat of terrorism.

#### Section 16: Personal Liability

#### We Will Pay

We will cover your legal liability for payment of compensation in respect of:

- death or bodily injury, and/or
- physical loss of, or damage to, property,

Occurring during your journey which is caused by an accident or a series of accidents attributable to one source or originating cause.

We will also reimburse your **reasonable** legal expenses for settling or defending the claim made against you. You must not admit fault or liability for the claim, or incur any legal costs without our prior written approval.

#### We Will Not Pay

We will not pay for any amount you become legally liable to pay if the claim **arises** directly or indirectly from, or is in any way connected with, or is for:

a) Bodily injury to you, your **travelling companion**, or to a **relative** or employee of either of you;



- b) Damage to property belonging to you, or in your care or control, or belonging to, or in the care or control of, your **relative**, or your **travelling companion**, or an employee of either of you;
- c) Your ownership, custody, control or use of any firearm or weapon, aerial device, watercraft or motorised vehicle;
- d) Your conduct of, or employment in, any business, profession, trade or occupation;
- e) Any loss, damage or expenses which are covered or should have been covered under a statutory or compulsory insurance policy, statutory or compulsory insurance or compensation scheme or fund, or under workers' compensation legislation, an industrial award or agreement, or accident compensation legislation;
- f) Any fine or penalty, or aggravated, punitive, exemplary or liquidated damages;
- g) Disease that is transmitted to you or by you;
- h) Any relief or recovery other than monetary amounts;
- i) A contract that imposes a liability on you which you would not otherwise have;
- j) Assault and/or battery committed by you or at your direction; or
- k) Conduct intended to cause bodily injury, property damage or liability with reckless disregard for the consequences of you or any person acting with your knowledge, consent or connivance.



#### Section 17: Domestic Services

There is no cover under this benefit while travelling In Australia.

#### We Will Pay

If you become disabled as a result of an injury which occurs during an **overseas journey** and the disablement continues after your return to Australia we will reimburse you up to \$50 per day for the cost of housekeeping services that you are unable to perform yourself.

#### We Will Not Pay

We will not pay you if:

a) You do not have a medical certificate confirming disablement and verifying the need for the housekeeping services while you are disabled.

#### Section 18: Rental Vehicle Excess

Cover is only provided under this benefit if your **rental vehicle** agreement specifies an excess, deductible or damage liability fee that is payable in the event the **rental vehicle** is damaged or stolen while in your custody. This section does not cover items such as, but not limited to, tyres and/or windscreens, roof and underbody if they are not covered by the protection provided by the rental company under the **rental vehicle** agreement to which the excess, deductible or damage liability fees applies.

#### We Will Pau

We will reimburse:

a) If, during your period of cover, a **rental vehicle** you have rented from a rental company or agency is involved in a motor vehicle accident while you are driving it or damaged or stolen while in your custody, we will pay lesser of:



- the motor vehicle insurance excess or the liability fee you are required to pay under a damage waiver; and
- the cost of repair of the property damage for which you are liable.

You must provide a copy of the following documents:

- your rental vehicle agreement;
- the incident report of the accident provided to or made by the rental company;
- an itemised list of the value of the damage;
- the repair account; and
- a written demand from the rental company or agency for the excess, liability fee or property damage.
- b) This cover does not replace **rental vehicle** insurance and only covers the excess component up to the applicable benefit limit.
- c) We will also pay up to \$500 for the cost of returning your **rental vehicle** to the nearest depot if your attending **medical adviser** certifies in writing that you are unfit to do so during your **journey**.

The maximum amount we will pay for all claims combined under this section is shown in the **table of benefits**. The amount applies to the total of all claims combined, regardless of the number of persons the claims relate to.



#### We Will Not Pay

We will not pay a claim involving the theft of, or damage to, your **rental vehicle** if the claim **arises** from you operating or using the **rental vehicle**:

- a) In violation of the rental agreement;
- b) While affected by alcohol or any other drug in a way that is against the law of the place you are in; or
- c) Without a licence for the purpose for which you were using it.

#### We Also Will Not Pay A Claim If

- d) You have purchased your policy after you have left your departure point; or
- e) The claim is for administrative charges or fees of the rental company that are not a component of the excess, deductible or damage liability fee specified in your **rental vehicle** agreement.



#### Section 19: Emergency Rescue

#### We Will Pay

First Assistance will arrange for your medical transfer or evacuation if you must be transported to the nearest **hospital** for emergency medical treatment if you suffer an **injury** while participating on the ski slopes.

#### We Will Not Pay

- a) We will not pay if your claim **arises** from you participating in, bobsleighing, snow rafting, **parapenting**, **heli-skiing**, ski acrobatics(except as part of a **competition** that requires you to leave ground level), **backcountry** skiing( except as part of training, training at the site of a **competition** or a **competition**), **skijoring**, or any form of power assisted skiing or use of mechanised snow mobiles except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing or **competition**.
- b) We will not pay for any search and rescue.

#### Section 20: Ski Pack

#### We Will Pay

If, as a result of your **injury** or **illness** during your **journey**, you are unable to utilise the full duration of your pre-booked and pre-paid ski passes, ski hire, tuition fees or lift passes, we will reimburse you the irrecoverable cost of the unused portion for each insured person.

You must obtain a medical certificate from a **medical adviser** in support of your claim for your **injury** or **illness**.

#### We Will Not Pay

a) We will not pay if your claim **arises** from you participating in, bobsleighing, snow rafting, **parapenting**, **heli-skiing**, ski acrobatics(except as part of a **competition** that requires you to leave ground level), **backcountry** skiing( except as part of training, training at the site of a



**competition** or a **competition**), **skijoring**, or any form of power assisted skiing or use of mechanised snow mobiles except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing or **competition**.

#### Section 21: Piste Closure

#### We Will Pay

We will pay up to \$100 per 24 hour period if, as a result of not enough snow, bad weather or power failure in your pre-booked holiday resort, all lift systems are closed for more than 24 hours.

We will pay for either:

- a) The cost of transport to the nearest resort; or
- b) The cost of additional ski passes.

#### We Will Not Pay

a) We will not pay if your claim **arises** from you participating in, bobsleighing, snow rafting, **parapenting**, **heli-skiing**, ski acrobatics(except as part of a **competition** that requires you to leave ground level), **backcountry** skiing( except as part of training, training at the site of a **competition** or a **competition**), **skijoring**, or any form of power assisted skiing or use of mechanised snow mobiles except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing or **competition**.



#### Section 22: Bad Weather & Avalanche Closure

#### We Will Pay

We will pay the **reasonable** extra travel and accommodation expenses that you need to pay if your pre-booked outward or return **journey** is delayed for more than 12 hours from your scheduled departure time because of an avalanche or bad weather.

#### We Will Not Pay

- a) We will not pay if your claim **arises** from you participating in, bobsleighing, snow rafting, **parapenting**, **heli-skiing**, ski acrobatics(except as part of a **competition** that requires you to leave ground level), **backcountry** skiing( except as part of training, training at the site of a **competition** or a **competition**), **skijoring**, or any form of power assisted skiing or use of mechanised snow mobiles except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing or **competition**.
- b) To the extent permitted by law we will not pay unless you obtain a written statement from the appropriate authority confirming that the reason for the delay was related to either an avalanche or bad weather, and how long it lasted.



## Pre-Existing Medical Condition(s)

This policy only covers unforeseen medical events. Many pre-existing medical condition(s) are not covered.

This section explains which **pre-existing medical condition(s)** are covered automatically. If you have a **pre-existing medical condition(s)** that is not covered by this **policy**, we will not pay any claims **arising** from, related to or associated with that condition(s). This means you may have to pay for an **overseas** medical emergency and any associated costs which can be prohibitive in some countries.

#### A pre-existing medical condition is:

- a) Any medical or physical condition, defect, disease or illness including any **mental illness**, of which you were aware or should reasonably have been aware, or for which treatment, medication, preventative medication, advice, preventative advice or investigation have been received or prescribed by a medical or dental adviser in the 90 days prior to the **relevant time**; or
- b) Any condition that involves your heart, brain, circulatory system/blood vessels, your lung or respiratory conditions or any type of cancer that has been investigated or treated by a health professional prior to the **relevant time**; or
- c) Any **chronic** or ongoing (whether **chronic** or otherwise) medical or dental condition, illness, **mental illness** or disease of which you were aware or should reasonably have been aware, and which is medically documented or under investigation prior to the **relevant time**; or
- d) Any condition for which you have undergone surgery in the past 12 months; or
- e) Pregnancy; or
- f) Any of the above conditions which are the subject of an investigation, even if the condition has not been diagnosed.

This above definition applies to you, your travelling companion, and a relative or any other person.



#### Relevant time in respect of:

a) Single trip policies means the time of issue of the policy.

#### **Automatically Covered**

The **pre-existing medical condition(s)** listed in the table below are automatically covered under this **policy** without assessment or additional charge provided:

- the condition has been stable for more than 12 months; and
- there is no planned surgery, treatment or specialist review; and
- you have not attended hospital for treatment for the condition in the past 12 months.

This **policy** does not cover any routine treatment or management of your approved **pre-existing medical condition(s)**; for example, blood test and prescription renewals.



Table of 35 pre-existing conditions	
1. Acne	2. Allergies, limited to rhinitis, chronic sinusitis, eczema, food intolerance, hay fever.
<ul> <li>3. Asthma – providing that you:</li> <li>have no other lung disease; and</li> <li>are less than 60 years of age at the date of issue of the certificate of insurance.</li> </ul>	4. Bell's palsy
5. Benign positional vertigo	6. Bunions
7. Carpal tunnel syndrome	8. Cataracts
9. Coeliac disease (gluten intolerance)	10. Congenital blindness
11. Congenital deafness	12. Dry eye syndrome
<ul> <li>13. Diabetes mellitus (Type I &amp; Type II) – providing you:</li> <li>were diagnosed over 12 months ago, and</li> <li>have no eye, kidney, nerve or vascular complications, and</li> <li>do not also suffer from a known cardiovascular disease, and</li> <li>are under 50 years of age at the date of policy issue.</li> </ul>	14. Epilepsy – providing you have not had any seizures in the past 12 months, and you are on no more than one anticonvulsant medication.
15. Folate deficiency	16. Gastric reflux (heartburn, indigestion)
17. Goitre	18. Glaucoma (increased ocular pressure)
19. Graves' disease (where the thyroid is underactive)	20. Hiatus hernia
21. Hypercholesterolaemia (high cholesterol) provided you do not also suffer from a known cardiovascular disease.	22. Hyperlipidaemia (high blood lipids)- provided you do not also suffer from a known cardiovascular disease.
23. Hypothyroidism (underactive thyroid), including Hashimoto's disease.	24. Hypertension (High Blood Pressure) – provided you do not also suffer from a known cardiovascular disease and your most recent reading is less than 165/95.
25. Impaired glucose tolerance (glucose intolerance, pre-diabetes),	26. Incontinence
27. Insulin resistance	28. Menopause— provided you do not have osteoporosis.
29. Nocturnal cramps	30. Pernicious anaemia
31. Raynaud's disease	32. Sleep apnoea
33. Trigeminal neuralgia	34. Trigger finger
35. Vitamin B12 deficiency	



#### General Exclusions

#### Exclusions that apply to all sections of the policy.

To the extent permissible by law, we will not pay if:

- 1. You do not act in a responsible way to protect yourself and your property and to avoid making a claim.
- 2. You do not do everything you can to reduce your loss as much as possible.
- 3. Your claim is for consequential loss of any kind, including loss of enjoyment.
- 4. At the time you purchase the **policy**, you were aware of something that would give rise to you making a claim under this **policy**.
- 5. Your claim is for a loss which is recoverable by compensation under any workers' compensation or transport accident laws, government sponsored fund, plan, or medical benefit scheme, or any other similar type of legislation required to be effected by, or under, a law.
- 6. Your claim arises from errors or omissions in any booking arrangements or failure to obtain the relevant visa, passport or travel documents.
- 7. Your claim **arises** because you act illegally or break any government prohibition or regulation including visa requirements.
- 8. Your claim **arises** from a government authority confiscating, detaining or destroying anything.
- 9. Your claim **arises** directly or indirectly from, or is in any way connected with:
  - You riding a moped or scooter without a current Australian drivers licence or you are a passenger travelling on a moped or scooter
    that is in the control of a person who does not hold a drivers licence valid for the country you are riding in. This applies even if you are
    not required by law to hold a licence in the country you are riding in;



- You riding a motorcycle without a current Australian motorcycle licence or you are a passenger travelling on a motorcycle that is in
  the control of a person who does not hold motorcycle licence valid for the country you are riding in. This applies even if you are not
  required to hold a motorcycle licence because you hold a drivers licence, or a motorcycle licence is not required by law in the country
  you are riding in;
- You riding, or travelling as a passenger, on a **motorcycle**, **moped** or **scooter** without wearing a helmet.

In this clause **moped** or **scooter** means any two-wheeled or three wheeled motor vehicle with an engine displacement of less than 50 cc. It does not mean or include any dirt bikes.

In this clause **motorcycle** means any two-wheeled or three wheeled motor vehicle with an engine displacement greater than 50 cc.

10. Your claim **arises** from, is related to or associated with an actual or likely **epidemic** or **pandemic** or the threat of an **epidemic** or **pandemic**.

In this section:

'epidemic' means a sudden development and rapid spreading of a contagious disease in a region where it developed in a simply endemic state or within a previously unscathed community; and

'pandemic' means a form of an epidemic that extends throughout an entire continent, even the entire human race.

Refer to <u>www.who.int</u> and <u>www.smarttraveller.gov.au</u> for further information on **epidemics** or **pandemics**.

- 11. Your claim **arises** from, or is associated with, travel to countries or part of a country for which:
  - a) an advice or warning has been released by the Australian Government Department of Foreign Affairs and Trade or any other government or official body; and



- b) the advice or warning risk rating is 'Reconsider your need to travel' or 'Do not travel' (or words to that effect) or the advice or warnings advise against all non-essential travel to or in that location or advise against specific transport arrangements or participation in specific events or activities; or
- c) the mass media has indicated the existence or potential existence of circumstances (including circumstances referred to in a) and b) above that may affect your travel; and
- d) you did not take appropriate action to avoid or minimise any potential claim under your **policy** (including any delay of travel to the country or part of the country referred to in the relevant advice(s), warning(s) and/or mass media statements(s)).
- 12. The circumstances to which this exclusion applies, include but are not limited to strike, acts of terrorism, riot, weather event, civil protest or contagious disease (including an **epidemic** or **pandemic**).
- 13. Your claim **arises** from any act of war, whether war is declared or not or from any rebellion, revolution, insurrection or taking of power by the military.
- 14. Your claim arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
- 15. Your claim **arises** from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
- 16. Your claim **arises** from, is related to or associated with any **pre-existing medical condition(s)**, except as provided under the **Pre-existing medical condition(s)** section on page 39 or in section 3A.b) Family Emergency or section 13. f) Cancellation Fees & Lost Deposits.
- 17. Your claim **arises** from, is related to or associated with pregnancy, childbirth or related **complications**, or if you are not yet pregnant.
- 18. Your claim is in respect of travel booked or undertaken against the advice of any **medical adviser**.



- 19. You arrange to travel when you know of circumstances that may lead to your journey being disrupted or cancelled.
- 20. Your claim **arises** from, is related to, or associated with, elective surgery or treatment.
- 21. Your claim **arises** from, is related to, or associated with, any routine treatment or management of your approved **pre-existing medical condition(s)**; for example, blood tests and prescription renewals.
- 22. Your claim **arises**, or is a consequence of **complications** from medical, surgical or dental procedures or treatments that are not for an **injury** or **illness** that would otherwise be covered by this **policy**.
- 23. Your claim **arising** from, related to or associated with, planned surgery, treatment, investigation or procedure, or for any yet to be diagnosed conditions.
- 24. Your claim involves a **hospital** where you are being treated for addiction to drugs or alcohol, or you are using it as a nursing, convalescent or rehabilitation place.
- 25. Your claim involves the cost of medication in use at the time the **journey** began or the cost for maintaining a course of treatment you were on prior to the **journey**.
- 26. Your claim **arises** from suicide or attempted suicide, **mental illness**, physical, mental or emotional exhaustion, including but not limited to jet lag.
- 27. Your claim **arises** from a sexually transmitted disease.
- 28. You were under the influence of any intoxicating liquor or drugs except a drug prescribed to you by a **medical adviser**, and taken in accordance with their instructions.



- 29. You received private **hospital** or medical treatment where public funded services or care is available in Australia or under any **reciprocal health care agreement** between the government of Australia and the government of any other country unless we or First Assistance agreed in advance to the private treatment.
- 30. Your claim **arises** from or is any way related to the death or **hospitalisation** of any person aged 85 years and over, regardless of the country in which they may live.
- 31. Your claim **arises** from travel in any air-supported device, other than as a passenger in a fully licensed aircraft operated by an airline or charter company. This exclusion does not apply to regulated or licensed ballooning.
- 32. Your claim **arises** from you or your **travelling companion** participating in professional sport of any kind ( other than snow skiing or snowboarding).
- 33. Your claim **arises** from you participating in, bobsleighing, snow rafting, **parapenting**, **heli-skiing**, ski acrobatics, **backcountry** skiing or outside resort boundaries (except as part of training at the site of a **competition** or a **competition**), **skijoring**, or any form of power assisted skiing or use of mechanised snow mobiles except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing or **competition**.
- 34. Your claim **arises** because you hunt, race (other than on foot, skis or snowboard), engage in sailing more than 10 nautical miles off any land mass, play polo, compete in rugby league or rugby union, go quad biking, go mountaineering or rock climbing using ropes or climbing equipment, go hiking or trekking within an altitude limit above 3500 metres (i.e. Everest Camp) or from parachuting, paragliding or hang gliding.



35. Your claim **arises** because you dive underwater using an artificial breathing apparatus, unless you hold an open water diving licence recognised in Australia or you were diving under licenced instruction.

#### **General Conditions**

The following conditions apply to all sections.

#### Other Insurance

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

If you are not paid the full amount of your claim under another policy, we will make up the difference provided your claim is covered by the **policy**. We may seek contribution from the other insurer. If we do, you must give us any information or assistance we reasonably need to do so.

#### Subrogation

If you are aware of any third party that is or may be liable for your loss or damage, you must tell us about them.

We are entitled to and may (at our discretion) seek to recover compensation from any party in respect of anything covered by this **policy**, including bringing legal proceedings. We are entitled to control and settle any such recovery action.

You must provide any assistance and permit all acts and things that we reasonably require to enable us to pursue any such recovery actions even if we have not yet paid your claim or the amount we pay does not fully compensate you for your loss or damage.



#### Recovery

Any money we recover from a third party under our right of subrogation will be applied in the following order:

- 1. to us for administration and legal costs **arising** from the recovery and for an amount equal to the amount we pay you under the **policy**;
- 2. to you for your uninsured loss (less your excess)
- 3. to you for your excess.

If we have paid the full amount of your loss and you later receive a payment from someone else for that loss, you must pay that money to us (but only up to the amount we paid you).

If we pay for lost or damaged property which is later recovered or replaced by a third party, you must repay us the amount we paid for that property.

#### **Business Travellers - GST**

If you are entitled to claim an input tax credit in respect of your premium, you must inform us of the amount of that input tax credit (as a percentage) at the time you first make a claim. If you fail to do so, you may incur liability for GST when we pay your claim.

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



#### Jurisdiction And Choice Of Law

This **policy** is governed by laws of New South Wales, Australia. If you purchase the **policy**, you agree to submit to the exclusive jurisdiction of the Courts of that State.

#### The **insurer** agrees that:

- In the event of a dispute **arising** under this **policy** it will at your request, submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court;
- Any summons notice or process to be served on the insurer may be served on Lloyd's General Representative in Australia, Level 9, 1
   O'Connell Street, SYDNEY NSW 2000, who has authority to accept service and to enter an appearance on the insurer's behalf, and who is directed at your request to give a written undertaking that he will enter an appearance on the insurer's behalf;
- If a suit is instituted against any one of the participating underwriters, all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

#### Several Liability

When Certain Underwriters at Lloyd's underwrite this **policy**, it means that the obligations of each subscribing **insurer** under the contract of insurance is 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.

This is not an automatically renewable insurance policy.



#### Making A Claim

This part of the PDS explains what you need to do if you need to make a claim or want to make a complaint.

#### First Things First

If an event occurs which you think might be covered by the **policy**, you need to take some action right away:

- 1. For claims under section 1 Overseas Emergency Medical Assistance, section 2 Overseas Emergency Medical & Hospital Expenses and section 19 Emergency Rescue, notify First Assistance as quickly as possible. First Assistance's contact details are on the back cover. In some cases, we may refuse to pay your claim if you don't notify them.
- 2. You must not admit to anyone that you are at fault for any event. You must not offer or promise to pay any money to anyone or become involved in litigation, without our approval.
- 3. Report loss or theft of your luggage & personal effects to the police immediately and obtain written evidence of your report.
- 4. Report damage or misplacement of your **luggage & personal effects** caused by an airline or other operator or accommodation provider to an appropriate official and obtain a written report, including details of any settlement offer they make.
- 5. Do everything you can to reduce your loss as much as possible.
- 6. Keep evidence of the value of any property insured or the amount of any loss you sustain- you'll need to provide this to us when you submit your claim.



#### How To Make A Claim

#### Step 1- Submit Your claim

If you need to make a claim on the **policy**, it is important that you let us know as soon as possible and within 30 days of your return **home**. Here's how:

- call us on 1300 383 550
- email us at info@travelclaimscentre.com.au

When submitting your claim, make sure you provide us with full information.

If you delay submitting your claim, or provide us with insufficient information and we are disadvantaged as a result, we may need to reduce the amount we pay in settlement of your claim.

#### Step 2 - Provide Supporting Documents

You must give us any information we reasonably ask for to support your claim at your expense, such as but not limited to police reports, valuations, detailed repair quote from an authorised repairer, medical reports, original receipts or proof of purchase and ownership. You will need to show evidence for all expenses that you are claiming. If required, we may ask you to provide us with translations into English of any such documents to enable us to consider your claim.

#### Step 3 - Claim Assessment

We will assess your claim within 10 business days of receiving it, provided we have all necessary information and documentation. If we need additional information we'll let you know within 10 business days and provide an initial estimate of the timetable and process for making a decision.



Once our assessment is complete, we'll decide whether to accept or deny your claim. If it is denied we'll let you know in writing and give you our reasons.

#### Step 4 - Claim Acceptance

If your claim is accepted, we'll pay the amount due to you in Australian dollars. We'll pay this to you unless you ask us to pay someone else.

Payment will be made by direct credit to an Australian bank account nominated by you.

#### Importantly:

- where applicable, we will apply the rate of currency exchange that was current at the time you incurred an expense.
- depreciation will be applied to claims for **luggage & personal effects** at the rate we determine appropriate.
- if you make a claim against someone else in relation to a loss covered by the **policy** and you do not get paid the full amount of your claim, we'll make up the difference, provided:
- a) the claim is covered by the policy; and
- b) you claim against the other person first.

#### Got A Complaint?

If you have any concerns about the **policy** or our services, refer to our *Complaints Procedures* on page 60.



# Definitions





#### **Definitions**

Where used in this document, the following words and phrases have the meaning below.

'1 Cover' PTY LTD ABN 91 105 954 265, trading as 'Ski Insurance', is an authorised representative of Coffre-Fort PTY LTD ABN 66 125 358 518, AFS Licence No. 472457.

'Arise', 'arises', 'arisen' or 'arising' means directly or indirectly arising or in any way connected with.

'Australian resident' means an Australia Citizen; a holder of a current and valid Australian permanent resident visa, partner/spouse visa or Australian skilled migrant visa (including 457 and temporary Skilled Shortage (TSS) visa) but excluding working holiday visa; New Zealand passport holder permanently residing in Australia:

- a) with unrestricted right of entry into Australia;
- b) with access to Medicare (not including Reciprocal Health Care Agreements)
- c) who has a permanent Australian residential address; and
- d) who agrees to be repatriated, if required, back to Australia under this insurance.

'Backcountry' means skiing in a sparsely inhabited rural region over ungroomed and unmarked slopes (i.e. marked pistes are not present) where fixed mechanical means of ascent are often not present.

'Bicycle' means any bicycle, tricycle, tandem, trailer cycle or push scooter that is powered by human pedalling and/or battery.

'Certificate of insurance' means the certificate of insurance that we issue to you when you purchase the **policy** and that forms part of your contract with us.



'Competition' means a snow ski or snowboarding event in which an individual or team races against other individuals or teams or time clocks to achieve the winning time. The event must be officially organised and can be run on natural or man made snow.

'Chronic' means a medical condition that has been (or is likely to be) present for three months or longer.

'Complications' means any secondary diagnosis occurring prior to, during the course of, concurrent with, or as a result of the pregnancy, which may adversely affect the outcome of the pregnancy.

'Departure point' means the station, airport, port, terminal or motor vehicle agency from where you are scheduled to board your mode of transport or collect your rental vehicle to commence your travel.

'Drone' means unmanned aerial vehicle.

'Excess' means the amount which you must first pay for each claim arising from any one event before a claim can be made under your policy.

'Full-time job' means full-time permanent employment in Australia of at least 30 hours per week.

'Heli-skiing' means downhill skiing or snowboarding from locations accessed by helicopter.

'High value items' means luggage & personal effects excluding jewellery, bicycles, watches and watercraft (other than surfboards) that you have purchased additional cover for and that are listed on your certificate of insurance with a nominated sum insured.

'Home' means the place where you normally live in Australia.



'Hospital' means an established hospital registered under any legislation that applies to it, that provides in-patient medical care.

'III' or 'illness' means a medical condition, not being an injury, which first occurs during your period of cover.

'Injure' or 'injured' or 'injury' means bodily injury caused solely and directly by violent, accidental, visible and external means, which happens at a definite time and place during your period of cover and does not result from any illness or disease.

'Insurer' means Certain Underwriters at Lloyd's.

'Journey' means your journey from the time when you leave your **home** to go directly to the place you depart from on your travels, and ends when you return to your **home**. **Journeys** that involve travel solely within Australia will only be covered when you are more than 50 kilometres from your **home**.

'Luggage & personal effects' means any personal items owned by you and that you take with you or buy on your **journey** and which are designed to be worn or carried about with you. This includes items of clothing, personal jewellery, photographic and video equipment or personal computers, or electrical devices or portable equipment. However, it does not mean any cash, bank notes, currency notes, cheques, credit cards, negotiable instruments, **bicycles**, **drones**, passports, business samples or items that you intend to trade.

'Medical adviser' means a qualified doctor of medicine or dentist, other than you or a relative, holding the necessary certifications in the country in which they are currently practising.

'Mental illness' means a condition characterised by the presence of symptoms such as delusions, hallucinations, disorder of thought form, disturbance of mood, or sustained or repeated irrational behaviour, which impairs, either temporarily or permanently, the mental functioning of a



person. Examples of **mental illness** include, but are not limited to, phobias, stress, depression, anxiety disorders, schizophrenia, eating disorders and addictive behaviours.

'Off piste' means any skiing within a short distance from designated areas of ski report boundaries on groomed terrain or marked slopes or trails that are open, maintained, monitored and patrolled by the ski resort.

'Overseas' means in any country other than Australia.

'Parapenting' is a cross between hang-gliding and parachuting, a sport in which the participant jumps from a high place wearing a modified type of parachute, which is the used as a hang-glider.

'Policy' means your travel insurance policy with us and is made up of this PDS, your certificate of insurance and any other document we tell you forms part of the policy.

#### 'Pre-existing medical condition(s)' is:

- a) Any medical or physical condition, defect, disease or illness including any **mental illness**, of which you were aware or should reasonably have been aware, or for which treatment, medication, preventative medication, advice, preventative advice or investigation have been received or prescribed by a medical or dental adviser in the 90 days prior to the **relevant time**; or
- b) Any condition that involves your heart, brain, circulatory system/blood vessels, your lung or respiratory conditions or any type of cancer that has been investigated or treated by a health professional prior to the **relevant time**; or
- c) Any **chronic** or ongoing (whether **chronic** or otherwise) medical or dental condition, illness, **mental illness** or disease of which you were aware or should reasonably have been aware, and which is medically documented or under investigation prior to the **relevant time**; or
- d) Any condition for which you have undergone surgery in the past 12 months; or



- e) Pregnancy; or
- f) Any of the above conditions which are subject of an investigation, even if the condition has not been diagnosed.

This definition applies to you, your **travelling companion**, and a **relative** or any other person.

'Professional skier' means a skier or snowboarder who is a member of Ski & Snowboard Australia (SSA) travelling internationally to compete in a **competition**. Where required, you need to also be a member of the International Ski Federation (FIS). An International competition licence (ICL) from SSA is required for each event you compete in.

'Reasonable' means for medical or dental expenses, the standard level of care given in the country you are in or, for other expenses, the standard level you have booked for the rest of your **journey** or, as determined by us.

'Reciprocal health care agreement' means an agreement between the Government of Australia and the government of another country where **Australian residents** are provided with subsidised essential medical treatment. (Please visit <a href="www.humanservices.gov.au">www.humanservices.gov.au</a> for details).

'Relative' means for the purposes of this **policy**, your or your **travelling companion's** mother, mother-in-law, father, father-in-law, step parent, step parent-in-law, sister, sister-in-law, brother, brother-in-law, wife, husband, son, son-in-law, daughter, daughter-in-law, step child, foster child, grandparent, grandchild, partner, fiancé(e), spouse or guardian only if they are under 85 years of age and resident in Australia or New Zealand.

#### Relevant time in respect of:

a) Single trip policies means the time of issue of the policy.



'Rental vehicle' means a campervan/motorhome that does not exceed 4.5 tonne, a sedan, hatchback or station wagon, four wheel drive or mini bus/people mover rented from a licensed motor vehicle rental company.

'Skijoring' is a sport in which a skier is pulled over snow or ice, usually by horse.

'Table of benefits' means the table of benefits on page 3 which summarises the cover provided by the **policy** and any limits that apply to each benefit.

'Totally lost' means the total physical loss or loss of use of a hand or foot at or above the wrist or ankle. For an eye, it means the entire and irrecoverable loss of sight in that eye.

'Travelling companion' means a person who is not your dependant and with whom you have made arrangements, before your policy was issued, to travel with you for at least 75% of your journey.

'Unattended' means but not limited to, when an item is not on your person at the time of loss, left with a person other than your relative or travelling companion, left in a position where it can be taken without your knowledge including on the beach or beside the pool when you swim, or leaving it a distance where you are unable to prevent it from being unlawfully taken.

'We', 'Our' and 'Us' means the insurer who deals with you through 1Cover.

'You' and 'Your' means the person(s) whose name(s) are set out on your certificate of insurance.





# Financial Services Guide



#### Financial Services Guide

This Financial Services Guide (FSG) describes the financial services provided by **1Cover** and is designed to assist you to decide whether to use these services. It contains information about the types of financial services **1Cover** can offer you, how **1Cover** and others are remunerated in relation to those services, any potential conflict of interest **1Cover** may have, how we manage complaints, and **1Cover's** internal and external dispute resolution procedures and how you can access them.

#### About Us

Your **policy** is underwritten by Certain Underwriters at Lloyd's (the **Insurer**).

The **Insurer** has appointed **1Cover** Pty Ltd ABN 91 105 954 265, AR 269304 to issue, vary, renew or cancel policies and to handle and settle claims on the **Insurer's** behalf. **1Cover** is an Authorised Representative of **Coffre-Fort** to deal in general insurance products and provide General Advice on retail travel insurance products.

**1Cover** is located on Level 11, 307 Pitt Street, Sydney, 2000 Australia, and **1Cover** is responsible for the financial services provided to you and is also responsible for the content and distribution of the Combined Product Disclosure Statement (PDS) and Financial Service Guide (FSG).

**1Cover** acts as an agent of the **Insurer** and not as your agent.

#### Remuneration And Associations

#### How We Are Paid

The premium including all Government taxes and duties for the policy is payable by you to **1Cover**.

**1Cover** is paid 0-35% (inc GST) of the premium paid for the **policy** for the cost of issuing the **policy**.



#### Who We Pay

If you are referred to **1Cover** by one of our Referral Partners, **1Cover** will pay a referral fee; of up to 20% of the premium we receive.

**1Cover's** employees and representatives receive an annual salary and may earn a bonus or other incentives.

**1Cover** is part of a group of companies that have access to shared services, including compliance, claims manuals and training as well as legal, banking and group purchasing arrangements.

#### Professional Indemnity Insurance

**Coffre-Fort** has professional indemnity insurance covering errors and mistakes made in relation to our insurance services. This insurance meets the requirements of the Corporations Act 2001 (Cth) and covers the services provided by **1Cover** and representatives after they cease working for us.

#### General Insurance Code of Practice

**Coffre-Fort** and the **Insurer** comply with the General Insurance Code of Practice (Code). The Code sets minimum standards that we will uphold in relation to this insurance and the services we provide. Further information about the Code is available at <a href="http://www.codeofpractice.com.au">http://www.codeofpractice.com.au</a> and on request.

#### Complaints

The Insurer and 1 Cover subscribe to the General Insurance Code of Practice.

We treat complaints seriously. If you have a concern about this **policy** or the insurance services we provide, please let us know. If your complaint is about a travel insurance **policy**, claim, or the customer service we provide, please call us on 1300 383 550 or email details of your complaint to <u>customersolutions@travelclaimscentre.com.au</u>

We'll acknowledge your complaint and attempt to resolve it within 15 business days, if we have all necessary information and have completed any investigation required. If further information or investigation is required, we'll agree reasonable alternative timeframes with you.



In the unlikely event that this doesn't resolve the matter, or you are not satisfied with the way your complaint about this **policy** has been dealt with, you can contact the **insurer** directly at

Lloyd's Australia Limited

Level 9, 1 O'Connell Street

SYDNEY NSW 2000

Telephone: + 61 2 9223 0752

Facsimile: + 61 2 9223 1466

Email: idraustralia@lloyds.com

If your complaint remains unresolved after this process or you haven't received a written response within 45 calendar days, you can refer the matter to the Financial Ombudsman Service Limited (FOS). It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its term of reference. You can contact FOS through <a href="https://www.fos.org.au">www.fos.org.au</a> or

GPO Box 3

Melbourne, VIC 3001.

Telephone: 1300 780 808

Facsimile: + 61 3 9613 6399

Email: info@fos.org.au



#### Privacy

**1Cover** and the **Insurer** are committed to ensuring the privacy and the security of your personal information. We use the information you provide to assess the risk of, provide you with insurance cover, and assess and manage claims.

We may also use your contact details to send you information and offers about products and services we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim.

If you provide us with risk or claim information about someone else you must obtain their consent to do so.

When issuing and administering your insurance, **1Cover** will provide your information to the **Insurer** in the United Kingdom. This may include your medical information if you have made a medical related claim. Your information may also be provided to contracted third party service providers (e.g. emergency assistance and claims management companies), but reasonable steps will be taken to ensure that they comply with privacy legislation.

**1Cover** has a Privacy Statement containing information about how you can access or correct the information we hold about you or make a Privacy related complaint. You can obtain a copy <a href="https://www.ski-insurance.com.au">www.ski-insurance.com.au</a> or from our Privacy Officer by telephone 1300 850 840.

In providing your personal information, you consent to its collection and use as outlined above.

#### Contact Us

You can contact **1Cover** at any time using the *Contact Details* on the back cover.





Level 11, 307 Pitt Street, Sydney, 2000

#### Claims Enquiries

1300 369 883 (within Australia) info@travelclaimscentre.com.au

#### 24 Hour Emergency Assistance

No: +61 2 8015 6287

(+) represents the dialing out code from countries outside of Australia.

## Coverholder at LLOYD'S

#### **International Numbers:**

UK: Toll Free: 0808 178 5380 New Zealand: Toll Free: 0800 192 742 Thailand National: Toll Free: 1800 011 857 USA: Toll Free: 1855 912 3443 Toll Free: 0803 061 2053 Indonesia:

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