



**Topsail**  
INSURANCE



# **Yachtsman's Travel Insurance**

## **Product Disclosure Statement and Policy Wording**

Coverholder at

**LLOYD'S**



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## Section A) Product Disclosure

### Topsail Insurance Commitment:

*Topsail Insurance is dedicated to providing Marine Insurance products that provide quality protection with competitive pricing. We are proud to establish successful partnerships with Our clients, Our staff members, and Our insurance companies, that respect the interests and goals of each party.*

*Success is measured by Our clients choosing Us and remaining with Us because of their belief in Our ability to meet or exceed their expectations of price, product, service, and expertise.*

### INTRODUCTION

There are two parts to this document, Section A) Product Disclosure and Section B) the Policy Wording. Words in bold are defined terms and their meaning can be found in the General Definitions, Words with Special Meanings Section of the Policy Wording.

#### How can We help?

Topsail are here to help and answer any questions **You** may have:

If **You** enquired through a broker and not directly to Topsail Insurance please contact **Your** broker.

Otherwise:

Call Topsail 1300 72 73 24 or +61 73180 0910  
Email: enquiries@topsailinsurance.com.au  
Post: Shop1, 4 Aerodrome Rd, Maroochydore QLD 4558

#### About Topsail Insurance

Topsail Insurance Pty Ltd holds an Australian Financial Service Licence (Licence No. 467369) and is authorised to arrange, issue and provide general advice on general insurance products to Australian residents.

Topsail has a partner company Topsail Insurance Ltd in the United Kingdom which is regulated by the Financial Conduct Authority.

#### About Your Insurer

Topsail Insurance Pty Ltd is a general insurance underwriting agency that is authorised to issue Travel and associated insurance policies as an Agent of the Insurer.

The Insurer of **Your** Policy are Certain Underwriters at Lloyd's who are authorised under the Insurance Act 1973 to write Australian insurance business.

Full details of the insurer arrangements can be found in Topsail's Financial Services Guide and the insurer will be clearly shown on **Your Certificate Schedule**.

In this document the insurers acting through their agent Topsail Insurance are referred to as "**We**", "**Us**" and "**Our**"

#### About this Product Disclosure Statement

This document is important and will help **You** to understand if this insurance meets **Your** needs and to assist **You** in making a make a decision to purchase the insurance.

Any advice given in this document is general only and does not take into account **Your** individual objectives, financial situation or circumstances.

Not everything is covered by this insurance - policy limits, conditions and exclusions apply. It is important that **You** read all the documentation provided to **You** carefully to decide if the insurance is right for **You**.

Failure to choose the appropriate insurance may adversely affect the ability for claims to be paid.

For details of the full cover provided please read the policy wording together with any **Certificate Schedules** once issued.

#### Your duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to **Us**. This responsibility applies until **We** issue **You** with a Policy for the first time or agree to renew, extend, vary/change, or reinstate **Your** policy.

**You** must answer **Our** questions honestly, accurately and to the best of **Your** knowledge. A misrepresentation is an answer that is false, misleading, inaccurate, incomplete or dishonest.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, We will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a misrepresentation is to be determined with regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker and **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above duty, **We** may reject or not fully pay **Your** claim and/or cancel **Your** Policy in accordance with **Our** rights at law, including under the Insurance Contracts Act 1984 (Cth).. If the misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may also treat **Your Policy** as if it never existed.

## Significant Benefits and Features

**Important: This is a summary of the sections of cover only, please refer to the main policy wording for what is covered and not covered.**

| Section    | Cover   | Description  |
|------------|---|--|
| Section 1) | Cancellation & Disruption                                 | Covering unused travel, accommodation and event booking expenses following death, <b>Injury</b> or illness.<br>Additional expenses following major damage to <b>Your</b> accommodation (including boat) or where the boat may be a total loss.<br>Additional expenses following missed departure, transport diversion or alteration of itinerary.<br>For Gold policies, cover includes re-joining the boat and crew replacement. |
| Section 2) | <b>Emergency</b> Medical, Repatriation and other Expenses | <b>Emergency</b> medical expenses outside Australia, daily hospitalisation benefit if being treated as a hospital in-patient, repatriation back to Australia following a medical <b>Emergency</b> , Search and Rescue (Single, Gold & Silver policies only).   |
| Section 3) | Personal Accident   | Lump sum following <b>Accidental</b> death, disappearance or an <b>Injury</b> resulting in loss of limb, sight or <b>Permanent Total Disablement</b> .   |
| Section 4) | Baggage & Personal Effects                                | Loss or damage to Baggage and Personal Effects plus immediate necessities when mislaid for 12 hours or more.   |
| Section 5) | <b>Money</b> Travel Documents and Credit Cards            | Covering lost <b>Money</b> , Travel Documents and fraudulent use of lost Credit Cards.   |
| Section 6) | Legal Expenses and Personal Liability                     | Legal Expenses in pursuit of a claim against third parties for <b>Your</b> death, <b>Injury</b> or illness.<br>Personal Liability for bodily <b>Injury</b> or damage to third parties and their property (not for craft).  |
| Section 7) | <b>Hi-jack</b> & Kidnap                                   | Daily benefit paid following <b>Hi-jack</b> or Kidnap  |
| Section 8) | <b>Winter Sports</b>                                      | Stolen or damaged ski equipment and replacement equipment hire, loss or theft of lift pass, piste closure and avalanche cover.   |
| Section 9) | Boat Charter/Car Hire Deposit Insurance                   | <b>We</b> will reimburse the deposit amount paid in the event of damage to the hired boat/car resulting in <b>Your</b> deposit being withheld/ <b>Excess</b> being charged.  |



## Applying for Cover

### Who this insurance is intended for and who can apply

This travel insurance is designed for people sailing, leisure crewing, or undertaking sail training in local and or international waters including offshore (subject to cover purchased). It is for Australian citizens who maintain domiciled status in Australia.

To apply for this insurance **You** must complete the application form. **We** will use this information to decide the terms of cover **We** will provide. **We** may require additional information to assist **Us** in providing terms.

It is important to provide **Us** with accurate information and **We** ask **You** to refer to the Duty of Disclosure section of this document.

### Group Bookings

It is important that the person purchasing the insurance policy on behalf of a group ensures that every person in the group has been advised to read this Product Disclosure Document/Policy Wording and that they read and understand any exclusions and conditions.

The person purchasing the policy is required to answer all questions on behalf of the persons in the group to the best of their knowledge and belief and should undertake all reasonable steps to obtain the required information in respect of every person to be insured.

## The Certificate Schedule

When **We** insure **You**, a **Certificate Schedule** is issued together with the policy wording. The **Certificate Schedule** forms part of the policy and states who is insured; the type and scope of cover **You** have selected and the destination, as well as premium and **Excess** details. If this information is incorrect, **You** should tell **Us** immediately.

### ❖ Period of Your Insurance

The **Period of Insurance** commences from the date **You** requested cover and **We** have confirmed to **You** cover has incepted. **We** cannot back-date cover.

### ❖ Area of Travel

The area chosen will be stated on **Your Certificate Schedule** and it is important that it covers **Your** entire **Trip**.

Cover in the United States of America is restricted to a maximum of 89 days during any one continuous period of 365 days or the **Trip** duration as stated on **Your Certificate Schedule** whichever is the lesser.

Sailing into Arctic or Antarctic waters is not covered unless agreed by **Us** and an additional premium paid.

Please ensure that **You** have chosen the correct Area of Travel when applying for **Your** insurance.

### ❖ The Premium

The premium is stated on the **Certificate Schedule** and will show separately any application of fees, stamp duty, GST or other governmental tax or levy that may be applicable.

When calculating the cost of **Your** travel insurance **We** take a number of factors into account, including:

- where **You** are travelling to;
- how long **You** are travelling for;
- the level of cover **You** have chosen;
- how old **You** are;
- if **You** have selected any additional cover; and
- If **You** have any pre-existing medical conditions

The Premium must be paid prior to commencement of the **Period of Insurance** or at a date agreed in writing with **Us**. Failure to make payment may invalidate **Your** insurance and claims may not be paid.

### ❖ What is Insured

Details of what is insured, including the product type and level of cover selected is set out in the **Certificate Schedule**.

### ❖ Limits of the Cover

The type of cover selected by **You** relates to the Schedule of Benefits in the Policy Wording. Please tell **Us** immediately if this not adequate for **Your** needs.

### ❖ The Excesses that will Apply

If **You** have a claim and it is accepted by **Us**, **You** must first pay any **Excess** applicable shown on **Your Certificate Schedule** or policy wording before **We** can process **Your** claim.

### ❖ Endorsements and Special Conditions

An Endorsement or Special Condition may be applied where **You** request **Us** to amend the standard policy wording or where any restrictions are imposed by **Us**. If **You** cannot comply with these fully, **You** must tell **Us** immediately.

### ❖ Activities and Sports List

The activities covered by this insurance are stated in the Activity and Sports List. If **You** take part in activities that are not mentioned, **You** must tell **Us** or there may be no cover provided for that activity.

## Receiving Documents and Renewal Notice Electronically

**We** will provide all documentation electronically (by email or online) unless **You** specifically request hard copies of documentation (by post).

This will include this PDS which clearly sets out the understanding of receiving electronic documentation prior to **You** making a decision to apply for this insurance.

Other documents such as the **Certificate Schedule**, Endorsements, Renewal Notice or Renewal Schedules will be sent to **You** electronically (by email).

Any documents or notice (including renewal notice) sent to **You** by email will be considered to have been received by **You** 24 hours from the time **We** sent them to **Your** email address and it is **Your** responsibility to inform us as soon as possible of any changes to the email address (and/or mailing address, where applicable).

## How to Renew

When **Your** Annual policy is due for renewal, **We** will try to contact **You** at least 21 days before the period of insurance ends with full details of **Your** next year's premium and policy terms and conditions.

If **You** do not want to renew this policy, please contact us or **Your** broker before the renewal date. Occasionally, **We** may not be able to offer to renew **Your** policy. If this happens, **We** or **Your** broker will contact **You** before the expiry of **Your** policy to allow enough time for **You** to make alternative insurance arrangements.

## Privacy

**We** are committed to safeguarding and protecting **You**, the insured's privacy. **We** are bound by the provisions of the Privacy Act 1988 and the Privacy Amendment (Enhancing Privacy Protection) Act 2012 which sets out the standards to meet in the collection, use and disclosure of personal information. The Act defines "personal information" as "information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion".

### Purpose of Collection

Topsail will only use the personal information **You** provide to **Us** to quote on and insure **Your** risks and matters incidental thereto, including investigating and managing claims. It may be necessary for **Us** to disclose **Your** personal information to other entities that may be located overseas, such as insurers, claims investigators, lawyers and other professionals, and government bodies. Topsail will not under any circumstances trade, rent or sell **Your** information. If **We** disclose information to someone overseas **We** will ensure that they are subject to laws with equivalent protection to the Privacy Act or that they agree to hold and deal with **Your** personal information in a manner that affords **You** similar protection.

If **You** do not provide **Us** with complete, accurate and up-to-date information, **We** cannot properly quote for **Your** insurance and **We** cannot insure **You**.

If **You** provide **Us** with personal information about anyone else, **We** will rely on **You** to have told them that **You** will provide their information to **Us**, to whom **We** may provide it, the purposes for which **We** will use it and that they can access it. If the information is sensitive, **We** rely on **You** to have obtained their consent on these matters.

### Access to Information

**You** can check the personal information **We** hold about **You** at any time. Requests for access can be made in writing to: The Privacy Officer at the Topsail Insurance Pty Ltd address as set out on the right hand side of the page.

## Cooling Off Period

**You** have the right to return the policy to **Us** within 14 days of the date that the cover is inceptioned, unless a claim is made under the policy.

If **You** return the policy during the cooling off period, **We** will refund the full amount of the premium less any duties or taxes payable. The policy will be terminated from the date **We** receive the request to return the policy.

## General Insurance Code of Practice

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 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

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 Topsail Insurance Pty Ltd. in the first instance:

Email: [enquiries@topsailinsurance.com](mailto:enquiries@topsailinsurance.com)  
Phone: 1300 72 73 24 or +61 73180 0910  
Post: Shop1, 4 Aerodrome Road,  
Maroochydore, QLD 4558

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..

## Schedule of Benefits

Benefits shown are per person.

| Geographical Area :                           |   | Refer to <b>Your Certificate Schedule</b>  |  |  |  |
|---|---|--|--|--|--|
| Type of Policy                                |   | ANNUAL TRIP  |  |  | SINGLE TRIP  |
| YACHTSMAN'S / TALL SHIPS                      |   | GOLD   | SILVER   | BRONZE   | SINGLE   |
| <b>Excess</b> All Sections                    |   | A\$ 200  | A\$ 200  | A\$ 200  | A\$ 200  |
| Long-Term <b>Trip Excess</b> (see definition) |   | A\$ 500  | Not applicable   | Not applicable   | A\$ 500  |
| <b>Maximum Duration any one Trip</b>          |   | <b>60 days unless extended on Certificate Schedule</b>                                   | <b>45 days</b>   | <b>30 days</b>   | <b>Various</b>   |
| 1   | Cancellation & Disruption<br>Re-joining the boat<br>Crew replacement  | A\$ 10,000<br>A\$ 6,000<br>A\$ 3,000   | A\$ 7,500<br>Excluded<br>Excluded  | A\$ 5,000<br>Excluded<br>Excluded  | A\$ 6,000<br>Excluded<br>Excluded  |
| 2   | Medical, Repatriation and other Expenses<br>Hospital Inconvenience (A\$ 50/day)<br>Funeral Expenses<br>Search and Rescue  | A\$ 10,000,000<br>A\$ 3,000<br>A\$ 10,000<br>A\$ 50,000                                  | A\$ 10,000,000<br>A\$ 3,000<br>A\$ 10,000<br>A\$30,000                                   | A\$ 5,000,000<br>A\$ 3,000<br>A\$ 10,000<br>Excluded                                     | A\$ 5,000,000<br>A\$ 3,000<br>A\$ 10,000<br>A\$ 30,000                                   |
| 3   | Personal Accident (reduced by 50% in Australia)<br>1. <b>Accidental</b> Death<br>2. Loss of one limb or one eye<br>3. Loss of two limbs or both eyes or one limb and one eye<br>4. <b>Permanent Total Disablement</b><br><b>Nb. Restrictions apply to person aged under 16 and over 70 yrs. Please refer to Section 3) for further details.</b> | A\$ 100,000<br>A\$ 5,000   | A\$ 60,000<br>A\$ 5,000  | A\$ 20,000<br>A\$ 5,000  | A\$ 40,000<br>A\$ 5,000  |
| 4   | Baggage and Personal Effects<br>Any one item<br>Delayed Baggage   | A\$ 6,000<br>A\$ 1,000<br>A\$ 200  | A\$ 5,000<br>A\$ 700<br>A\$ 200  | A\$ 2,000<br>A\$ 500<br>A\$ 200  | A\$ 3,000<br>A\$ 700<br>A\$ 200  |
| 5   | <b>Money</b> Travel Documents and Credit Cards  | A\$ 2,500  | A\$ 2,000  | A\$ 1,500  | A\$ 1,500  |
| 6   | Legal Expenses<br>Personal Liability  | A\$ 50,000<br>A\$ 4,000,000  | A\$ 50,000<br>A\$ 4,000,000  | A\$ 50,000<br>A\$ 4,000,000  | A\$ 50,000<br>A\$ 4,000,000  |
| 7   | <b>Hi-jack</b> and kidnap (A\$ 100 per day)   | A\$ 3,000  | A\$ 2,500  | A\$ 2,000  | A\$ 2,000  |
| 8   | <b>Winter Sports</b><br>Maximum Duration<br>Equipment Hire (A\$ 50 per day)<br>Ski Equipment<br>Lift pass<br>Piste Closure (A\$ 50 per day)<br>Avalanche Cover  | Excluded unless supplement paid<br>A\$ 500<br>A\$ 1,000<br>A\$ 400<br>A\$ 500<br>A\$ 500 | Excluded unless supplement paid<br>A\$ 500<br>A\$ 1,000<br>A\$ 400<br>A\$ 500<br>A\$ 500 | Excluded unless supplement paid<br>A\$ 500<br>A\$ 1,000<br>A\$ 400<br>A\$ 500<br>A\$ 500 | Excluded unless supplement paid<br>A\$ 500<br>A\$ 1,000<br>A\$ 400<br>A\$ 500<br>A\$ 500 |
| 9   | Boat Charter/Car Hire Deposit Insurance – See Section 10 for details.   | Excluded unless supplement paid  | Excluded unless supplement paid  | Excluded unless supplement paid  | Excluded unless supplement paid  |



### General Definitions, Words with Special Meaning

Certain words have a specific meaning in respect of this insurance. They have this specific meaning wherever they appear in this document, the **Certificate Schedule** or any endorsements applied to **Your** policy.

**It is important that You read and understand these definitions as they form part of the Policy Wording and cover is based on these definitions**

#### Accident

A sudden, unexpected and specific event which is external, violent and visible to the body, which occurs at an identifiable place during the **Period of Insurance** and results in **Injury**.

#### Certificate Schedule

The document showing the details of cover.

#### Complications of Pregnancy and Childbirth

Complications of Pregnancy and Childbirth will only include the following:

1. Toxaemia (toxins in the blood).
2. Gestational hypertension (high blood pressure arising as a result of pregnancy).
3. Pre-eclampsia (where **You** develop high blood pressure, carry abnormal fluid and have protein in **Your** urine during the second half of pregnancy).
4. Ectopic pregnancy (a pregnancy that develops outside of the uterus).
5. Molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue).
6. Post-partum haemorrhage (excessive bleeding following childbirth).
7. Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery).
8. Placental abruption (part or all of the placenta separates from the wall of the uterus).
9. Hyperemesis gravidarum (excessive vomiting as a result of pregnancy).
10. Placenta Praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix).
11. Stillbirth.
12. Miscarriage.
13. **Emergency** caesarean section.
14. A termination needed for medical reasons.
15. Premature birth more than 8 weeks (or 16 weeks if **You** know **You** are having more than one baby) before the expected delivery date.

#### Dependent child(ren)

All children under the age of 18 who normally reside with and are travelling with an adult.

#### Employee

Any person under a contract of employment, service or apprenticeship with **You**.

#### Emergency

A sudden, urgent and unexpected occurrence or occasion requiring immediate action or attention.

#### Excess

The first amount of each and every claim that is payable by **You** as stated on the Schedule of Benefits. This is payable by each **Insured Person**.

#### Hijack(ed)

Illegally seizing, or wrongfully taking control of, an aircraft, ship or train in which **You** are travelling.

#### Home

**Your** normal place of residence in Australia.

#### Home Country

The place in which **You** reside permanently and where you would be repatriated to in the event of a claim.

#### Injury

A physical injury, or injuries, caused solely by an **Accident** or as a result of unavoidable exposure to severe weather conditions, which occurs at an identifiable time and place within twelve (12) calendar months of the date of the **Accident** or unavoidable exposure.

#### Insured Person

The person named as 'Insured Person' in the **Certificate Schedule**.

#### Long Term Secondment

A **Trip** with a duration of 6 months or more.

#### Manual Labour

Physical work done by hand in return for payment or reward.

#### Medical practitioner

Any suitably qualified medical practitioner registered by the Australian Health Practitioner Regulation Agency (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the Australian Dental Association (or foreign equivalent); that is not a person insured under this insurance, a **Relative** or an **Employee**.

#### Money

Coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, travel tickets, current postage stamps, credit cards and petrol and other coupons, driving licence, and green card.

## Natural Disaster

Means bushfire, cyclone as declared by The Bureau Of Meteorology "The Bureau", exceptional flooding, earthquake, tsunami, falling object from space, and any extraordinary atmospheric, meteorological, seismic, or geological phenomenon. This does not include storm, or other weather conditions.

## Nuclear Risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Partner

**Your** legally married spouse, or **Your** registered civil partner, or a person who is permanently living with **You** and has been for at least 6 months, and the relationship is in the nature of a marriage even though it has not been legally formalised.

## Period of Insurance

The **Period of Insurance** shown in the **Certificate Schedule**.

## Permanent Total Disablement

**Injury** which entirely prevents **You** from attending to any business or occupation for which **You** are reasonably suited by training, education or experience. Occupation means any trade, profession or type of work undertaken for profit or pay. It is not a specific job with a particular employer and does not take account of location or availability. A **Medical Practitioner** must reasonably expect that the disability will last at least twelve months and be beyond any hope of improvement.

## Pre-booked Accommodation

Any commercially run premises or charter boat that **You** have booked in advance and where a fee is charged.

## Professional Sport

The action of taking part in a sporting event or competition for financial reward.

## Property

Items that are generally carried or worn by **You** that are owned by **You** or which are **Your** responsibility which are taken by **You** or acquired by **You** during a **Trip**.

## Publicly Licensed Transport

Any form of shared passenger-transport service available for use by the general public, excluding taxicabs, carpool, or any hired vehicle.

## Quarantine

A period of isolation that **You** are required to undertake on the direct medical advice of a **Medical Practitioner** following your actual or potential exposure to a communicable disease.

## Relative

**You**, **Your Partner**, **Your Dependent Children**, **Your** or **Your Partner's** parents, brother, sister, son, daughter, adopted or fostered children, grandparent, grandchild, step parent, step child, step brother or step sister.

## Sailing Vessel (Private)

A waterborne craft which is owned privately and is being used by **You** at no charge, with permission of the owner.

## Sailing Vessel (Commercial)

A waterborne craft that offers berths for hire or carries passengers at a charge, or is available for charter.

## Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Trip

A **Trip** means a holiday that commences and ends from **Your Home** or place of employment in Australia.

## Valuables

Jewellery, items made of precious metals or stones, furs, watches, binoculars, telescopes, photographic, computer and laptop equipment, mobile phones and tablets, audio, electronic and electrical equipment of any kind (including CDs, DVDs and other transportable media such as cassette tapes, memory cards and minidiscs), telecommunications and video equipment.

## War:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising;
2. Any act of **Terrorism**; or
3. Any act of 1. or 2. above involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

## We, us, our

Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited.

## Winter sports

Skiing, dry-slope skiing, ice skating, ski blading, mono skiing snowboarding, off-piste skiing and snowboarding (except in areas considered to be unsafe by resort management - unless with a qualified guide), cross-country skiing, blading, langlauf, ski boarding, tobogganing, glacier walking or trekking to height of 4,000 metres.

## You / Your

Any person shown in the **Certificate Schedule** as being an **Insured Person**.

## Cover Options

The Cover Options purchased by You will be shown in Your Certificate Schedule.

### Single Trip

Covers one **Trip** for the period shown in **Your Certificate Schedule** from the time **You** leave **Your Home** or place of employment (whichever is later) and ends when **You** return to **Your Home** or place of employment (whichever is earlier).

**Note 1:** Cancellation cover operates from the date that a **Trip** was booked or the certificate issue date, whichever is later - providing such **Trip** falls within the **Period of Insurance**.

### Annual Multi-Trip

To cover **Trips**;

- with a destination outside **Your Home Country**; or
- within **Your Home Country** if **Your Trip** is outside a 50-mile radius from **Your Home** and at least two nights stay in **Pre-Booked Accommodation**, or where the **Insured Person** is travelling to or from a marina, port or harbour for the purpose of sailing or crewing on any **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)**. The maximum duration of any one **Trip** is shown on your **Certificate Schedule**. Cover operates from the time **You** leave **Your Home** or place of employment (whichever is later) and during the time of the **Trip**, and ends when **You** return to **Your Home** or place of employment (whichever is earlier).

Provided no single **Trip** lasts longer than:

|                    |         |
|--------------------|---------|
| Yachtsman's Bronze | 30 days |
| Yachtsman's Silver | 45 days |
| Yachtsman's Gold   | 60 days |

Plus additional periods as may be endorsed on **Your** policy for which **You** will have paid an additional premium. If the **Trip** is not completed within the above single **Trip** duration due to circumstances outside **Your** control, cover will continue for a maximum of **21** days at no additional premium

If the **Period of Insurance** expires during a **Trip** and your Policy is renewed, cover will continue subject to the terms and conditions contained in the new **Certificate Schedule** unless specifically agreed to the contrary by **Us** in writing. This provision includes any maximum duration period of the **Trip**.

**Note 1:** Cancellation cover operates from the date that a **Trip** was booked or the start date of the **Period of Insurance**, whichever is later.

**We** will provide cancellation cover for any **Trip** booked during the **Period of Insurance** until the expiry date of the **Period of Insurance** (even if the **Trip** is not due to commence until after the expiry date). There will be no cover beyond the expiry date of the **Period of Insurance** unless **You** renew **Your** policy.

An adult must accompany any person travelling who is under the age of 18 years at the commencement of the **Trip**, for the entire **Trip**.

### Winter Sports – Section 8

Covers **Winter Sports** activities where **You** have paid the relevant additional premium.

### Boat Charter / Car Hire Deposit Insurance – Section 9

Covers the deposit or **Excess** **You** paid following loss of or theft or damage to a yacht charter/car hire where **You** have paid the additional premium and it is noted on **Your Certificate Schedule**.

## GEOGRAPHICAL AREAS

### AREA 1 – AUSTRALIA

Not exceeding 250 nautical miles offshore from mainland Australia excluding Papua New Guinea

Cover only applies if **Your Trip** is outside a 50-mile radius from **Your Home** and at least two (2) nights stay in **Pre-Booked Accommodation**, or where the **Insured Person** is travelling to or from a marina, port or harbour for the purpose of sailing or crewing on any **Sailing Vessel (Private)** and **Sailing Vessel (Commercial)**.

### AREA 2 - WORLDWIDE excluding UNITED STATES OF AMERICA, CANADA, THE CARIBBEAN, ARCTIC and ANTARCTIC

Anywhere in the world (excluding **Trips** to and from the United States of America, Canada, the Caribbean, Arctic and Antarctic unless **You** have paid a supplementary premium and it is noted on **Your Certificate Schedule**).

Area 2 cover includes transit through the United States of America/Canada, subject to **You** not leaving the airport after arrival in the United States of America/Canada, unless **You** are staying in a hotel situated within one (1) mile of the airport for a duration of no more than one (1) night's stay.

## OPTIONAL AREAS

### United States of America, Canada and the Caribbean

The contiguous United States of America, Alaska, Hawaii, Canada, the Caribbean Sea and surrounding Islands, but excluding any other off-shore United States of America territories.

#### Arctic

Any area within the Arctic Circle. Please note that this extension is not required if **Your** travel is within territorial waters of Norway, but if you are travelling to or around Jan Mayen, Bjornoya, Hopen, Svalbard, Kong Karls Land or Kvitoya, you must pay the relevant additional premium. A map is available on request.

#### Antarctic

Any area within the Antarctic Circle, extended to include travel to South Sandwich Islands, South Orkney Islands, South Shetland Islands or the Antarctic Peninsula



## Section 1 – Cancellation and Disruption

### WHAT IS COVERED

#### 1. Cancellation, curtailment and 'get-you-there' expenses

We will pay the following expenses incurred as a result of any of the 'Specified occurrences' below:

- 1.1 Up to the amount shown in the Schedule of Benefits for any unused travel and accommodation expenses which have been pre-paid and cannot be recovered, and any other pre-paid charges that are contracted to be paid if a pre-arranged **Trip** is cancelled or curtailed.
- 1.2 Up to the amount shown in the Schedule of Benefits for additional travel and accommodation expenses that are necessary to fulfil a pre-arranged **Trip**, including the use of alternative local accommodation of a similar standard to that already booked if this is necessary following an occurrence in specified occurrence e) below.
- 1.3 Up to A\$1,500 for additional travel and accommodation expenses that are deemed necessary, including the use of alternative local accommodation, following an occurrence in specified occurrence f) below.

#### Specified occurrences:

- a) **Your** death, or sustaining an **Injury** or serious illness.
- b) The death, **Injury** or serious illness of **Your Relative**, fiancé(e), business colleague, or any other person with whom **You** had arranged to travel, reside or conduct business with.
- c) **You** or any person with whom **You** had arranged to travel, reside or conduct business being:
  - (i) placed under **Quarantine**;
  - (ii) called for witness or jury service;
  - (iii) made redundant;
  - (iv) called for **Emergency** duty as a member of the armed forces, government, police, fire, rescue or medical services or a public utility company; or
  - (v) required to be present at **Your Home** or place of business in **Your Home Country** following a burglary or major damage caused by storm, flood or fire.
- d) The cancellation or delayed departure, for 24 hours or more, of a **Publicly Licensed Transport** vehicle in which **You** had previously booked to travel resulting from any of the following events: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions or an accident or mechanical breakdown, provided that such event had not occurred, commenced or been announced before the booking was made in respect of the affected departure.
- e) Damage caused by a storm, flood or fire which results in the accommodation in which **You** had previously booked to reside during the **Trip** being uninhabitable, including any **Sailing Vessel (Private)** and **Sailing Vessel (Commercial)**.
- f) Where the **Sailing Vessel (Private)** and **Sailing Vessel (Commercial)** that **You** are sailing in is stolen, incurs actual or constructive total loss, or requires repairs that are likely to render the **Sailing Vessel (Private)** and **Sailing Vessel (Commercial)** unusable or uninhabitable.
- g) Where **You** have chartered a **Sailing Vessel (Commercial)** within Geographical Area 1 – Australia, and a **Natural Disaster** occurs during **Your Trip** or within 24 hours of the commencement of **Your Trip** causing the charter company to cancel **Your** charter in full or in part We will pay **You** up to 50% of the amount shown in the Schedule of Benefits and a total maximum of \$10,000 any one policy.

#### 2. Missed departure and transport diversion

We will pay up to A\$ 1,000 for additional travel and accommodation expenses that are necessary to fulfil a pre-arranged **Trip**, including the use of alternative local accommodation of a similar standard to that already booked:

- 2.1 If **You** miss a pre-booked international departure from **Your Home Country** as a result of the disruption of **Your** journey to the departure point due to:
  - (i) a fellow passenger or crew member sustaining an **Injury** or becoming ill after such journey has commenced;
  - (ii) any of the events in Specified occurrences paragraph d) above, provided that such event had not occurred, commenced or been announced before the booking was made if the journey to the departure point was by pre-booked **Publicly Licensed Transport** vehicle, or occurred, commenced or been announced before **You** began **Your** journey to the departure point if such journey was not pre-booked; or
- 2.2 If, at any time during the **Trip**, a **Publicly Licensed Transport** vehicle in which **You** are travelling has to be diverted from its pre-arranged destination as the result of:
  - (i) a fellow passenger or crew member sustaining an **Injury** or becoming ill after such journey has commenced; or
  - (ii) any of the events in Specified occurrences paragraph d) above, provided that such event has not occurred, commenced or been announced before the booking was made in respect of the affected journey.
- 2.3 If you miss a pre-booked return flight to the **Your Home Country** due to the **Sailing Vessel (Private)** and **Sailing Vessel (Commercial)** or **Publicly Licensed Transport** vehicle you are travelling on being delayed or diverted due to adverse weather conditions making it unsafe to travel to the planned departure point

### 3. Travel delay inconvenience benefit

If **You** are delayed because of the late departure of a pre-booked journey on a **Publicly Licensed Transport** vehicle as a result of any of the events in Specified occurrences paragraph d) above, provided that such event had not occurred, commenced or been announced before the booking was made in respect of the affected journey, **We** will pay A\$40 for the first 12-hour period that such transport was delayed and A\$20 for each subsequent 12-hour period - up to a maximum of A\$200 in total.

This benefit also applies to all subsequent journeys during a **Trip**.

### 4. Alteration of itinerary

**We** will pay up to A\$2,000 for additional travel and accommodation expenses if **You** are the victim of a **Hijack**, kidnap, terrorist or criminal act, or if a pre-booked journey on **Publicly Licensed Transport** vehicle is cancelled due to any of the events in Specified occurrences paragraph d) above, provided that these events occurred or commenced during a **Trip**.

### 5. Re-joining the Boat (Only applicable in respect of the Yachtsman's Gold Certificate).

Following repatriation in accordance with the cover provided under Section 2 – **Emergency** Medical, Repatriation and Other Expenses **We** will pay either:

- Up to A\$6,000 for reasonable costs incurred by **You** to re-join the **Sailing Vessel (Private)** in which **You** were due to travel on; or
- If, following medical advice, **You** cannot travel and **Your Sailing Vessel (Private)** requires urgent attention or necessary movement, we will pay up to A\$3,000 for reasonable costs incurred in providing a representative for **You** to attend to the **Sailing Vessel (Private)** that **You** were due to travel on.

All costs must be approved by **Us** before being incurred and provided claims are commenced within 12 months of the date of the initial claim under Section 2 **Emergency** Medical, Repatriation and other Expenses.

### What is not covered

**We** will not provide any cover for:

- The **Excess** except in respect of sub-section 3 - Travel delay inconvenience benefit.
- Any claim under Specified occurrences paragraph d) or sub-sections 2 and 3 above arising from any event that had occurred, commenced or been announced before the start date of the **Period of Insurance** or at the time of booking a **Trip** whichever the later.
- Any claim for the cancellation or curtailment of a **Trip** due to any medical condition or set of circumstances known to **You** at the start date of the **Period of Insurance** or at the time that a **Trip** was booked, whichever is later, where such condition or circumstances could reasonably have been expected to give rise to cancellation or curtailment of the **Trip**.
- Any claim resulting from **You** not wanting to travel.
- Any claim for redundancy if **You** knew of the redundancy at the start date of the **Period of Insurance** or at the time of booking a **Trip**.
- Any claim for unused travel or accommodation arranged using Air Miles or a similar promotion.
- Any claim that arises from pregnancy or childbirth, unless a **Medical Practitioner** confirms that the claim is related to the **Complications of Pregnancy or Childbirth**.
- Any claim arising from sea-sickness.
- Any claim arising from changes to the travel advice and guidance of the Government in **Your Home Country**.

### Conditions and limitations

**We** will only provide cover:

- In accordance with the terms and conditions of this policy document.
- For claims arising from delayed departure under Specified occurrence paragraph d) or sub-section 3 above, if **You** have obtained written confirmation from the carriers or their agent stating the date and time of departure and the reason for the delay.  
  
For the purpose of claim payments under these sub-sections, the period of delay will commence at the scheduled departure time of the transportation specified in the booking confirmation.
- Under sub-section 2.1 (ii), if when selecting the route, means of travel and time of departure, **You** have taken all reasonable steps to minimise the possibility of a late arrival at the departure point in **Your Home Country**.
- Cancellation cover operates from the date that a **Trip** was booked or the certificate issue date, whichever is later – providing such **Trip** falls within the **Period of Insurance**

Please Note that the General Exclusion on pages 22 and 23 apply in every case

## Section 2 – Emergency Medical, Repatriation and Other Expenses

### WHAT IS COVERED

**We** will pay up to the amount shown in the Schedule of Benefits in respect of:

#### 1. Emergency medical and repatriation expenses

The following expenses incurred as a result of **You** sustaining an **Injury** or becoming ill during a **Trip**:

- 1.1 Medical, hospital and treatment expenses (including compulsory **Quarantine**, additional travel and accommodation expenses).
- 1.2 Additional repatriation expenses; including compulsory **Quarantine**.
- 1.3 **Emergency** dental treatment for the immediate relief of pain only.
- 1.4 The cost of an accompanying medical attendant if this is agreed by prior consultation between the attending physician(s) and **Us** or **Our** appointed advisors.
- 1.5 The travel and accommodation expenses of a **Relative** or friend (not necessarily a person insured under this insurance), of a similar standard to the travel and accommodation **You** had booked for **Your Trip**, who, on medical advice, is required to travel to, remain with or escort **You**.
- 1.6 Expenses incurred for the use of **Emergency** air transport if agreed by our appointed advisors and **Your** attending physicians.

#### 2. Emergency return to Your Home Country

Additional travel and accommodation expenses incurred by **You** following:

- 2.1 The death, serious illness or serious **Injury** of a **Relative** or a business colleague which requires a return to **Your Home Country**.
- 2.2 Burglary or major damage at **Your Home** or usual place of business in **Your Home Country**.
- 2.3 The death, **Injury** or serious illness of a person accompanying **You**, or the repatriation of such person as provided for in sub-sections 2.1 and 2.2.

#### 3. Hospital inconvenience benefit

The maximum amount for each completed 24-hour period that **You** spend as a hospital in-patient outside **Your Home Country** as the result of **You** sustaining an **Injury** or becoming ill during the **Trip**.

#### 4. Funeral expenses

The cost of transporting **Your** ashes or remains to **Your Home Country** if **You** die during a **Trip**, and/or the cost of burial or cremation if this takes place in the country abroad where the death occurred.

#### 5. Coronavirus (COVID-19)

Despite General Exclusion 21 **We** will pay expenses and benefits under items:

- 1) **Emergency** medical and repatriation expenses,
- 2) **Emergency** return to **Your Home Country**,
- 3) Hospital inconvenience benefit and
- 4) Funeral expenses

above incurred due to an **Insured Person** contracting Coronavirus (COVID-19) during a **Trip** provided that the **Insured Person**:

- 5.1 has been fully vaccinated (in receipt of minimum of 2 doses) by a vaccine approved by the World Health Organisation at least fourteen (14) days prior to the commencement of the **Trip** (where you are eligible to receive a vaccine) and
- 5.2 has received a negative Rapid Antigen Test (RAT) or Polymerase Chain Reaction (PCR) Test result no more than forty-eight (48) hours prior to departure.

Proof of vaccination and/or negative RAT or PCR test will be required in the event of any claim

#### 6. Search and Rescue

The necessary search and rescue expenses by official civil and police rescue teams. Please note this does not cover medical evacuation, which is included under Section 2 item 1.6.

## 7. Mooring Fees

Mooring fees for **Your Sailing Vessel (Private)**, when away from **Your Home Country**, that are incurred due to **Your Injury** or illness if, on medical advice, this is precluding **You** from continuing **Your Trip** subject to a maximum amount of A\$1,500.

## Conditions and limitations

1. It is a condition of this insurance that any medical treatment must be arranged and carried out at a public Hospital, unless the situation is life-threatening and there is no alternative facilities in the area; this must be retrospectively agreed by **Our** claims handlers at the time of contacting them.
2. Whilst in **Your Home Country**, cover under this section is limited to **Your** additional travel and accommodation expenses and the additional travel and accommodation expenses of a **Relative** or friend who, on medical advice is required to travel with, remain with or escort **You**. There is no cover for medical expenses within **Your Home Country**.
3. **Trips** to the USA are covered under this section providing the additional premium has been paid and this is noted on **Your Certificate Schedule** and **You** or an **Insured Person** do not exceed a total of 89 days in the USA during any one continuous period of 365 days. If **You** or an **Insured Person** would spend more than 89 days in the USA during any one continuous period of 365 days it is **Your** responsibility to arrange the appropriate cover for medical expenses from an appropriately licenced insurer within the USA.

## What is not covered

**We** will not provide any cover for:

1. The **Excess**
2. The cost of any medication, consultation or treatment, or any associated expenses which **You** could have reasonably foreseen as necessary at the time that a **Trip** commenced.
3. Any claim relating to pregnancy, without an accompanying **Injury**, illness, disease or complication, unless a **Medical Practitioner** confirms that the claim is related to the **Complications of Pregnancy or Childbirth**.
4. Any expense incurred after **You** have returned to **Your Home Country**, or any expense incurred after a period of twelve calendar months following the date on which an **injury**, illness or insured event which first occurred or commenced during a **Trip**, whichever is sooner.
5. Any national or citizen of the United States of America, or any person who is a permanent resident in the United States of America, for any **Trip** to or within the United States of America.
6. Any routine medical examinations (including routine eye, ear, vaccinations, the issue of medical certificates and attestations), or any dental treatment other than **Emergency** dental treatment, or any cosmetic or elective surgery, spectacles, contact lenses or hearing aids.
7. Any in-patient service or treatment that is not a registered medical hospital.
8. Treatment by a family member.
9. In respect of **Long Term Secondment**, the following additional exclusions apply:
  - a) Any condition from which **You** are known to be suffering from and/or for which **You** have received professional treatment or consultation during the 24 months preceding the date of the incident
  - b) Sexually transmitted diseases.
  - c) Progressive or congenital disorders or corrective disorders which were known to exist at the cover commencing date.
  - d) All costs relating to pregnancy or childbirth or resultant sickness or illness.

Please Note that the General Exclusion on pages 22 and 23 apply in every case



## Section 3 – Personal Accident

### WHAT IS COVERED

**We** will pay the amount shown in the Schedule of Benefits if **You** sustain an **Injury** during a **Trip** which results in death or disablement.

### Important

It is important to understand that in some instances **Your** benefits will be reduced. These circumstances are:

1. Where travel is within **Your Home Country**, benefits under this section are reduced by 50%.
2. Accidental Death Benefits for **Insured Persons** under the age of 16 years is limited to A\$ 5,000 and all other benefits reduced by 50%.
3. Benefits 2 (loss of one limb or one eye) and 3 (loss of two limbs or both eyes or one limb and one eye) are reduced by 50% and Benefit 4 (**Permanent Total Disablement**) is deleted for **Insured Persons** 70 years of age and over.
4. There is no cover for **Insured Persons** 75 years of age and over under this section.

### Exposure

Death or **Permanent Total Disability** solely as a result of unavoidable exposure to severe weather conditions is deemed to be an **Injury**.

### Disappearance

If **You** disappear during a **Trip** and if **Your** body is not found within 52 weeks of **Your** disappearance, and after all available evidence examined there is reason to believe that death has occurred in accordance with the terms, provisions and conditions of this section of **Your** insurance, the Accidental Death Benefit will become payable.

If **You** are found to be living at any time after **We** make such payment, the sum paid shall be refunded to **Us**.

### Conditions and limitations

1. The most **We** pay in total for any number of claims under section 3 will not exceed the largest amount stated against any one item shown in section 3 of the Schedule of Benefits
2. **We** will only make payment under one item in section 3 of the Schedule of Benefits in respect of the same **Injury**.
3. In the event that an **Injury** results in **Your** death within thirteen weeks of the date of an **Injury** and prior to the settlement of a claim for disablement under items 2, 3 or 4 of the Schedule of Benefits, the Accidental Death Benefit will be payable.
4. In the event of a claim, **Our** appointed medical advisor(s) must be allowed to conduct a medical examination as often as may be deemed necessary. This will be done at **Our** expense.
5. For the purpose of this section:
  - 5.1 Loss of limb means the permanent and complete loss, or loss of use of a limb or limbs at or above the ankle or wrist.
  - 5.2 Loss of an eye means the permanent and total loss of sight, without hope of improvement, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Please Note that the General Exclusion on pages 22 and 23 apply in every case

## Section 4 – Baggage and Personal Effects

### WHAT IS COVERED

#### 1. Baggage and Personal Effects

**We** will pay up to the amount shown in the Schedule of Benefits for the loss of or damage to **Your Property**.

#### 2. Delayed Baggage

**We** will pay up to the amount shown in the Schedule of Benefits for the cost of immediate necessities if, on arrival at **Your** outward destination, **You** are deprived of **Your** travel baggage for more than 12 hours because of temporary loss or misdirection by the carrier.

Any amounts that **We** pay (other than hire charges), will be deducted from the final settlement of any claim that is payable under this section if the baggage becomes permanently lost.

## What is not covered

**We** will not provide any cover for:

1. The **Excess**.
2. Loss of or damage to hired clothing and hired equipment of any kind.
3. Damage due to wear and tear or gradual deterioration.
4. Loss of or damage to household goods.
5. Electrical or mechanical breakdown or derangement.
6. Loss or damage to **Valuables** contained in baggage whilst such baggage is in the custody of a carrier and outside of **Your** control.
7. The theft or attempt of theft of **Valuables** when unattended, other than when securely locked in a building or securely locked out of sight in a motor vehicle or boat.
8. Loss of cash, currency, bank notes, travellers cheques, passports, driving licences, green cards, petrol coupons, tickets, ski passes, securities and other documents.
9. Confiscation or detention by customs or any other authority.
10. **Property** that is not accompanied by **You** on the **Trip**
11. Loss, theft or damage to vehicles or **Sailing Vessels (Private)** and **Sailing Vessels (Commercial)**, their accessories or spare parts.
12. Loss, theft or damage to or of an unmanned aerial vehicle, drone or any remotely controlled aircraft, watercraft or vehicle of any type.

## Conditions and limitations

1. Reasonable steps must be taken to protect **Property** at all times.
2. Claim settlements for lost or destroyed items will be based on the cost price of comparable new items, less an allowance for age and condition.
3. The limit for any single item or pair or set of items is shown in the Schedule of Benefits. This limit applies to both **Valuables** and **Property**.
4. Where possible, Baggage and **Property** that is in use whilst sailing must be secured or attached to either the **Sailing Vessel (Private)** and **Sailing Vessel (Commercial)** or an **Insured Person**. This includes items such as glasses, sunglasses, mobile phones and electronic devices.

Please Note that the General Exclusion on pages 22 and 23 apply in every case

## Section 5 – Money, Travel Documents and Credit Cards

**We** will pay up to the amount shown in the Schedule of Benefits in respect of:

### 1. Money and travel documents

The loss of **Your Money**, travellers cheques, passport, driving licence, green card, petrol coupons, travel tickets and ski passes during a **Trip**, including additional expenses that are associated with such loss.

Cover in respect of **Money** and travel documents will begin at the time of **Your** collection or receipt or 72-hours before the planned commencement of a **Trip**, whichever is later.

While in **Your** custody, **We** will continue to provide cover for **Money** and travellers cheques for 72-hours after the conclusion of a **Trip**.

### 2. Fraudulent use of lost credit card

Financial loss resulting from the fraudulent use of any credit card, charge card or bankers' card held by **You** that is lost during a **Trip**.

## What is not covered

**We** will not provide any cover for:

1. The **Excess**.
2. Any loss which is not reported to the police within 48 hours of discovery.
3. Financial loss due to exchange rates or through errors or omissions in transactions or purchases.
4. Loss of **Money** contained in baggage whilst such baggage is in the custody of a carrier and outside of **Your** control.
5. Confiscation or detention by customs or any other authority.
6. Any loss in respect of the fraudulent use of a credit card, charge card or bankers' card if **You** have not complied with the terms and conditions under which the card was issued, including those relating to the safe-keeping and use of the card and reporting a loss to the issuing company or bank.

Please Note that the General Exclusion on pages 22 and 23 apply in every case

## Section 6 – Legal Expenses and Personal Liability

### 1. Legal expenses

**We** will pay up to the amount shown in the Schedule of Benefits for legal expenses incurred in the pursuit of a claim for damages against a third party who caused **Your** death, or **Injury** or serious illness during a **Trip**.

**We** will only pay for expenses incurred with **Our** prior consent (which shall not be unreasonably withheld) and reserve the right to withdraw cover at any time if **We** feel there is no longer a reasonable chance of success. If cover is withdrawn, **Our** liability is limited to the expenses already incurred at the time of withdrawal. **We** will not pay for any expenses incurred beyond that date.

### What is not covered

**We** will not provide any cover for:

1. Legal expenses incurred without **Our** prior written approval.
2. Claims against **Us** or anyone acting on **Our** behalf, a travel agent, tour operator or carrier.
3. Expenses incurred beyond the date that cover is withdrawn if **We** withdraw cover because **We** feel there is no longer a reasonable chance of success.
4. Legal action between **You** and any other person insured under this insurance.
5. Legal action to obtain satisfaction of a judgement or a legally binding decision, or legal proceedings brought in more than one country.

### 2. Personal liability

**We** will pay up to the amount shown in the Schedule of Benefits for **Your** legal liability if **You** cause the death of a third party, **Injury** to a third party, and/or cause damage to their **Property**, following an incident during a **Trip**.

The amount applies to any one claim or series of claims arising out of one incident and includes all associated legal expenses. It is a condition of cover that **You** do not admit liability or agree to settle any claim without **Our** prior consent.

### Conditions and Limitations - Personal Liability on board waterborne vessels

Cover is solely in respect of **Your** personal legal liability to a third party for death, **Injury** or damage to **Property** whilst on board a **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)** and excludes where such death, **Injury** or damage to **Property** was caused by the actions of the **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)** in which **You** were travelling.

### What is not covered

**We** will not provide any cover for:

1. The **Excess** amount shown in the Schedule of Benefits.
2. Any liability for **Injury** to **Your Employees, Relatives** or household members.
3. Liability for damage to **Property** owned by, or in the care, custody or control of, **You** or any **Relative** or household member, except for damage to the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to **You** for the sole purpose of **Your** personal occupancy during a **Trip**.
4. Liability arising out of ownership, possession, custody or use of any:
  - (i) **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)** (see Conditions and Limitations above)
  - (ii) aircraft
  - (iii) mechanically propelled vehicle (other than golf buggies) or horse drawn vehicle
  - (iv) caravan or vehicular trailer
  - (v) firearm
  - (vi) animal (other than horses hired for hacking only)
  - (vii) land, building or permanently or seasonally sited property of any kind.
  - (viii) unmanned aerial vehicle or drone, or any remotely controlled aircraft, watercraft or vehicle of any type
5. Any loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - (i) the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device)
  - (ii) any computer virus
  - (iii) any computer related hoax relating to a) and/or b) above

Please Note that the General Exclusion on pages 22 and 23 apply in every case

## Section 7 – Hi-jack and Kidnap

### WHAT IS COVERED

**We** will pay up to the amount shown in the Schedule of Benefits for each complete day, up to the maximum amount for any costs and expenses incurred as a direct consequence of **You** being a victim of a **Hi-jack** or kidnapping occurring during the **Trip**.

Please Note that the General Exclusion on pages 22 and 23 apply in every case

## Section 8 – Winter Sports

**NOTE: Section 8 only applies if You have paid an additional supplement and this is shown on your Certificate Schedule. Cover is provided for up to 30 days in total within the Period of Insurance.**

### 1. Equipment Hire

#### WHAT IS COVERED

**We** will pay up to the amount shown in the Schedule of Benefits for the cost of hiring of replacement equipment if **Your** skis, poles, snowboards, boots or bindings are lost or delayed for more than 12 hours during **Your** outward or onward **Trip**.

#### WHAT IS NOT COVERED

1. Any claim not supported by a written report from the carrier responsible for the delay or damage to **Your** skis or ski boots.
2. Any claim resulting from theft.

### 2. Ski Equipment

#### WHAT IS COVERED

In addition to Section 4 Baggage and Personal Effects **We** will pay up to the amount shown in the Schedule of Benefits for the theft or accidental damage to **Your** ski equipment which **You** have taken on the **Trip**.

#### WHAT IS NOT COVERED

1. The **Excess**.
2. More than A\$ 500 for any single article or pair.
3. Theft from a public place or where the equipment is left unattended when not in a locked and secure location.
4. Any accidental damage whilst **Your** equipment is in use.

### 3. Lift Pass

#### WHAT IS COVERED

**We** will pay up to the amount shown in the Schedule of Benefits for the loss or theft of any unexpired period of **Your** lift pass (based on a pro-rata calculation on the original value of the lift pass).

#### WHAT IS NOT COVERED

1. The **Excess**.

### 4. Piste Closure

#### WHAT IS COVERED

If skiing in **Your** pre-booked ski resort is not possible due to a lack of snow which means **You** have to travel to an alternative resort for skiing, **We** will pay up to the amount shown in the Schedule of Benefits for one of the following:

- 4.1 Travel costs to the nearest available ski resort; or
- 4.2 compensation if **You** are unable to ski at a different resort; or
- 4.3 The extra cost of acquiring a new or extended ski pass.

#### WHAT IS NOT COVERED

1. Any claim for piste closure where **You** cannot provide a written statement from the management of the resort confirming the reason and duration of the piste closure.
2. Any costs incurred at ski resorts less than 1,000 metres above sea level.
3. Any claim where the piste closure was public knowledge prior to the **Trip**.

### 5. Avalanche Cover

#### WHAT IS COVERED

**We** will pay up to the amount shown in the Schedule of Benefits for necessary and reasonable extra travelling and accommodation expenses if **Your** arrival or departure from **Your** pre booked ski resort is delayed by more than 12 hours due to an avalanche.

#### WHAT IS NOT COVERED

1. The **Excess**.
2. Any costs incurred at ski resorts less than 1,000 metres above sea level.

Please Note that the General Exclusion on pages 22 and 23 apply in every case



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## Section 9 – Boat Charter / Car Hire Deposit

**NOTE:** Section 9 only applies if You have paid an additional supplement and this is shown on Your Certificate Schedule.

### WHAT IS COVERED

If **You** sustain loss of, theft of, or damage to a chartered boat or hired car obtained under a recognised charter or hire agreement, **We** shall indemnify **You** up to the amount shown on the **Certificate Schedule**.

Cover is limited to the monetary amount **You** are legally liable to pay as an excess or deductible or deposit as per the charter or hire agreement up to the amount shown on the **Certificate Schedule**.

### CONDITIONS AND LIMITATIONS

**We** will not pay a claim unless **You** have complied with all requirements of the charter or hire agreement and the chartered boat or hired car insurance policy or any other insurance applicable to **You** under which **You** are claiming in respect of loss of or theft of or damage to the chartered boat or hired car.

### WHAT IS NOT COVERED

**We** will not provide any cover for:

1. The Excess.
2. Any loss of or damage to a boat or car caused deliberately by **You**.
3. Any loss of or damage to a boat or car arising out of wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of charter or hire.
4. Any loss of or damage to a boat or car due to a violation of the terms of the charter or hire agreement.
5. When racing, the **Excess** amount is equal to 25% of the total claim payable, subject to a minimum of A\$250.00.

Please Note that the General Exclusion on pages 22 and 23 apply in every case

## Activity and Sports List

Cover is available for the activities and sports listed below.

Cover under Section 6 Legal Expenses and Personal Liability excludes cover for activities and sports marked with an \*

Activities and sports marked with an # are subject to the following additional condition:

If **Your Trip** includes activities on board a **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)**, **We** will include Personal Liability as defined in Section 6(2)

Activities and sports marked with an † are subject to:

**You** must hold a recognised dive qualification from PADI, BSAC or CMAS and the dive must be within the recommended dive club guidelines, complying at all times with their safety rules and regulations and remaining at all times within the limits of **Your** own qualification(s). If **You** do not hold a recognised dive qualification, a person who is qualified must accompany **You**.

This insurance does not cover, unless agreed by **Us**, cave diving, wreck diving, diving at depths greater than 30 metres, decompression dives, solo diving or diving for gain or reward. **You** must not engage in any form of flying within 24-hours of diving.

|   |  |   |   |
|---|--|---|---|
| Abseiling                                       | Fell running & walking   | Netball   | Sledging  |
| Aerobics  | Fencing  | Organised safari (without guns) *   | Snorkelling   |
| Angling   | Fishing  | Orienteering  | Softball  |
| Archery *                                       | Flying   | Paintballing  | Sphering  |
| Assault course                                  | Football   | Parasailing *   | Squash  |
| Athletics                                       | Gliding  | Passenger sledge  | Surfing   |
| Badminton                                       | Go karting *   | Pedaloos  | Swimming  |
| Banana boat rides                               | Golf   | Polo  | Table tennis  |
| Baseball  | Gymnastics   | Pony trekking   | Tall Ships Sailing (within and outside territorial waters) #  |
| Basketball                                      | Handball   | Powerboating (within and outside territorial waters) #  | Tennis  |
| Beach games                                     | Heptathlon   | Quad biking *   | Ten pin bowling   |
| Bowling   | Hiking   | Racket ball   | Tree trekking   |
| Bowls   | Hockey   | Rambling  | Trekking (up to 4,000m)   |
| Breathing observation submersible scooter *     | Horse riding & trekking (excluding racing, jumping and eventing) * | Roller skating (including blading)  | Volleyball  |
| Bungee jumping                                  | Hot air ballooning *   | Rounders  | Wake boarding   |
| Camel riding *                                  | Hovercraft *   | Rowing  | Walking   |
| Canoeing & rowing (within territorial waters) # | Ice skating  | Running (non-competitive)   | Water polo  |
| Clay pigeon shooting                            | Inner tubing   | Sail Training (within and outside territorial waters. This policy does not cover participation in, or any training for, Clipper events) # | Waterskiing   |
| Climbing wall (in or outdoor)                   | Jet boating (excluding racing)*                                    | Sand yachting   | Whale watching  |
| Cricket   | Jet skiing (excluding racing) *                                    | Scuba diving †  | White water rafting (up to grade 4 only) *  |
| Curling   | Jungle surfing   | Sea canoeing  | Windsurfing   |
| Cycling   | Kayaking (up to grade 2 only)                                      | Skateboarding   | Yachting (including yacht racing and crewing within and outside territorial waters. This policy does not cover participation in, or any training for, Clipper events) # |
| Deep sea fishing                                | Kite buggying  |   | Zorbing   |
| Dinghy sailing (within territorial waters) #    | Mopeds or motor scooters (125cc and under) *                       |   |   |
|   | Mountain biking (no racing)  |   |   |

This list is not exhaustive. If **You** intend to participate in any activity not noted below please provide details to Topsail Insurance who will approach **Us** to request cover.

## General Exclusions

The following exclusions apply to the whole of this insurance.

1. Any **Trip** which **You** book or commence:
  - a) against medical advice;
  - b) to obtain medical treatment;
  - c) after a terminal prognosis has been made.
  - d) with the knowledge that **You** or any person on whose health the **Trip** may depend, have ever had a cardiovascular event or any other heart condition, hypertension, mental or psychological conditions, cancer, any growth or form of malignancy or any cerebrovascular problems that had occurred at any time prior to the commencement of cover under the **Certificate Schedule** and/or prior to any **Trip**.
2. Any claims or expenses associated with a medical condition for which **You** have been given medical advice or treatment from a **Medical Practitioner** or hospital during the 12 months prior to the start date of this insurance. However, **We** will provide cover if **You** have one (and only one) medical condition and it is listed below.

|             |                              |                |                             |                                       |                    |
|-------------|------------------------------|----------------|-----------------------------|---------------------------------------|--------------------|
| Acid reflux | Asperger's Syndrome          | Blindness      | Eczema &/or Dermatitis      | Hyperthyroidism                       | Migraines          |
| Acne        | Asthma                       | Cataracts      | Glaucoma                    | Hypothyroidism                        | Osteoporosis       |
| ADHD        | Autism                       | Crohns Disease | Gout                        | Irritable Bowel Syndrome              | Tinnitus           |
| Allergies   | Benign lumps                 | Deafness       | Hernia                      | Learning Difficulties or disabilities | Ulcerative Colitis |
| Amputation  | Benign Prostatic Hyperplasia | Diverticulitis | Hormone Replacement Therapy | Meniere's disease                     | Varicose Veins     |

In the event that a claim arises from that condition, **Your** doctor must confirm, in writing, the date of diagnosis, that the condition was stable prior to travel and that there was no foreseeable reason why **You** should need to claim on this policy.

3. **You** being aware of any medical condition which could reasonably be expected to lead to a claim.  
Note: **You** must inform **Us** of any health changes to **You** or a Relative happening after the **Certificate Schedule** is issued and before **You** travel. **We** have the right to alter the terms of cover in this instance.
4. Any claims whilst **You** are taking part in operational duties as a member of the armed forces.
5. Any claims whilst **You** are participating in **Professional Sport**.
6. Any **Trip** undertaken by **Dependent Children** unless accompanied by an adult at all times.
7. Any claims resulting from any condition caused, prolonged or aggravated by any psychiatric, mental or nervous disorder (including stress, anxiety or depression) suffered by **You**.
8. Any claims or expenses associated with **Your** intentional self injury, suicide or attempted suicide, provoked assault, fighting (except in genuine self defence), arising from **Your** own criminal act or while engaged or taking part in civil commotions or riots of any kind.
9. Any claim caused by **You** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs, where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to an **Accident, Injury**, illness or criminal act.
10. Any claims arising from sexually-transmitted diseases, AIDS or any AIDS-related condition or diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).
11. Any claims arising from the withdrawal from service (temporary or otherwise) of a **Publicly Licensed Transport** vehicle on the order or recommendation of a regulatory authority in any country.
12. Taking part in **Manual Labour** or in any sport or activity not shown in the Activity and Sports List on page 13, or working aboard a boat as full time crew or part time contracted crew.
13. Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.

14. **You** being refused travel or travelling against the policy or health and safety requirements of a carrier, their handling agent or any public transport provider.
15. Any costs or expenses incurred by **You** as a result of an unavoidable delay in **Us** or **Our** claims handlers providing any service to which this insurance relates.
16. Any claims whilst **You** or an **Insured Person** is flying other than as a passenger in an aircraft licenced to carry passengers.
17. The tour operator, airline, carrier or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.
18. Participation in, or any training for Clipper events.
19. Travelling to a country where the Australian Travel Advisory Service (Website [smartraveller.gov.au](http://smartraveller.gov.au)) lists the country as "Do not travel" or "Reconsider your need to travel".
20. Any claims or expenses incurred due to a pandemic or an epidemic or any threat thereof, or arising from a global health **Emergency** that has been declared by the World Health Organisation. This exclusion will not apply to item 5 – Coronavirus (COVID-19) under Section 2 – Emergency Medical, Repatriation and Other Expenses.
21. Any claims or expenses resulting from:-
  - a) **War** or acts of **Terrorism**.
  - b) **Your** engaging in Active War.
  - c) **Nuclear Risks**.

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## General Conditions

### Fraud

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated or intended to deliberately mislead, or if any deliberately misleading or fraudulent means are used by **You** or any other persons insured under this insurance, or anyone acting on **Your**/their behalf, to obtain benefit under this insurance, rights to any benefit under this insurance will end, this insurance will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim in accordance with **Our** rights at law, including under the Insurance Contracts Act 1984 (Cth). **We** may also inform the police.

### Extension of cover

If **You** have not returned to **Your Home Country** before the end of a **Trip** for reasons beyond **Your** control, this insurance will remain in force for a further 21 days or until **You** return, whichever is the earlier, without additional premium. A pro-rata additional premium will apply in the event of any claim.

In the event of **You** being **Hijacked**, cover will continue while **You** are subject to the control of the person(s) or their associates making the **Hijack** and during travel direct to **Your Home Country** and/or original destination, up to a maximum of twelve months from the date of the **Hijack**.

### Limitation

In no case shall **Our** liability in respect of **You** exceed the largest amount stated in the **Certificate Schedule**, not exceeding the maximum aggregate amount any one claim under the Schedule of Benefits.

### Cancellation

If for any reason **You** decide not to accept this insurance then **You** have up to 14 days from either the date of receipt of the policy documentation or the date on which cover commences, whichever is earlier, to cancel the policy by contacting Topsail in writing by post or email at the address shown below and stating that **You** wish to cancel the policy. **You** will not receive a refund of premium if **You** have made a claim under this insurance during the cooling-off period.

Topsail Insurance Pty Ltd  
Shop 1, 4 Aerodrome Road. Maroochydore. QLD 4558  
Telephone: 1300 72 73 24  
Email: [enquiries@topsailinsurance.com.au](mailto:enquiries@topsailinsurance.com.au)

**We** can cancel this contract of insurance by giving **You** thirty (30) days' notice in writing. Any return premium due to **You** will depend on how long this contract of insurance has been in force.

**We** will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- **We** have established that **You** have provided **Us** with incorrect information and **You** have failed to provide a remedy when requested;
- non-payment of premium.



Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **Period of Insurance**.

**You** can cancel this policy by giving **Us** seven days' notice.

Please refer to Topsail's Financial Services Guide for details of any fees which may be applicable.

### Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this policy, **You** must confirm in writing as soon as practicable after the date of the occurrence and in any event within ninety (90) days. Such notice shall include full particulars of the occurrence.

If **You** need to make a claim, please contact:

**Proclaim**  
**Locked Bag 32012, Collins St East, VIC 8003**  
**Ph: +61 2 9287 1302**  
**Email: [ahclaims@proclaim.com.au](mailto:ahclaims@proclaim.com.au)**

To help prevent fraudulent claims, **Your** personal details are stored on computer and may be transfer to a centralised system. This information is kept according to the rules of the Privacy Act 1988

### Medical Assistance Notification:

During **Your Trip** if **You** require medical assistance or hospitalisation whilst overseas, **You** (or someone travelling with **You**) must telephone **Our** Medical Assistance line:  
+44 (0)203 564 7900  
Email: [Internationalhealthcare@healix.com](mailto:Internationalhealthcare@healix.com)

### Claims Conditions

**You** must comply with the following conditions (in addition to the General Conditions section), to have the full protection of this insurance. If **You** do not comply, **We** may cancel the insurance, refuse to deal with a claim or reduce the amount of any claim payment.

### Reporting requirements

Where practicable, claims must be reported within 30 days of the date that **You** became aware of an event which may lead to a claim under this insurance. It may affect the settlement of a claim if there is a delay in reporting an event.

**You** must also tell **Us** if **You** are aware of any writ, summons or impending prosecution.

Every communication relating to a claim must be sent to **Our** appointed claim advisors as soon as practicable and **You**, or anyone acting on **Your** behalf, must not negotiate, admit or refuse any claim without **our** permission in writing.

### Claims evidence

**We** will require the following evidence, at **Your** expense, where relevant:

1. A police report from the local police in the country where the incident occurred for any claim for loss, theft or attempted theft.
2. A Property Irregularity Report from the airline or a letter from the carrier where the loss, theft or damage occurred in their custody.
3. A letter from **Your** tour operator's representative, hotel or accommodation provider where appropriate.
4. All travel tickets and tags.
5. Receipts or valuations for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if **Your** personal baggage or property are temporarily lost in transit for more than 12 hours.
6. A letter from the carrier confirming the number of hours **Your** personal baggage was delayed for.
7. Proof of damage and/or repair (where applicable).
8. Any other relevant information that **We** ask **You** for.

### Medical examinations

**You** must have any medical examinations that **We** decide are necessary. **We** will pay for these. **We** may also request (and will pay for) a post mortem examination.

### Application of the excess where the claim involves more than one section.

In the event of a single incident which gives rise to a claim under more than one section of this insurance, only one **Excess** will be deducted for each person insured under this insurance from the total amount of the claim.

### Contribution

Under Section 4 – Baggage and Personal Effects, insurers may contribute to the settlement of each other's claims when a loss is covered under more than one policy. This spreads the cost and helps to keep premiums down. If applicable, **You** must provide details of any other policy that covers the same loss. **Your** claim may be delayed if **You** fail to give this information.

### Transferring of rights

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party. **You** must give **Us** any information or assistance that **We** require to secure **Our** rights.

## Legal, Regulatory and other Information

### Language

This insurance is written in English and all communications about it will be in English.

### Applicable Law & Jurisdiction

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;

### Service of Suit

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;

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.

### Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

### Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe 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.

### Data Privacy Notice

**Your** information has been, or will be, collected or received by MS Amlin plc. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html). A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

Data Protection Officer, MS Amlin, MS Amlin Corporate Services, The Leadenhall Building, 122 Leadenhall Street, London, United Kingdom EC3V 4AG

### Sanctions Limitation and Exclusion Clause

**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### The Patient Protection and Affordable Care Act

This insurance is not subject to, and does not provide the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and **We** do not intend to provide, any coverage under the ACA. Under no circumstances will **We** provide any benefits in excess of those specified in **Your** policy documents and this insurance is not subject to guaranteed issuance or renewal.

The ACA requires certain US citizens and residents to obtain ACA compliant health insurance coverage. In some circumstances, penalties may be imposed on persons who do not maintain ACA-compliant coverage. If **You** are a citizen or resident of the United States of America **You** should consult **Your** attorney or tax professional to determine if ACA's requirements apply to **You**.