



## Travel Insurance

COMBINED FINANCIAL SERVICES GUIDE AND  
PRODUCT DISCLOSURE STATEMENT  
(INCLUDING POLICY WORDING)

Global Assistance

**Allianz** 

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## Financial Services Guide

This Financial Services Guide has been designed to help you make an informed decision about the financial services that Spirit of Tasmania and AWP Australia Pty Ltd ABN 52 097 227 177 AFS Licence No 245631 of Level 16, 310 Ann Street, Brisbane, Queensland 4000, telephone (07) 3305 7000 (Allianz Global Assistance) can provide to you. It also contains information about how they and others are remunerated for providing these financial services and how your complaints are dealt with. Allianz Global Assistance is responsible for the content of this FSG and has authorised its distribution.

Where they arrange an insurance policy for you, they will give you a Product Disclosure Statement (PDS) when required. The PDS is designed to provide important information on the significant features and benefits of the Policy and is designed to assist you in making an informed decision about whether to buy the product. It may consist of more than one document.

Any advice that is provided to you is general in nature and does not take into account your individual objectives, financial circumstances or needs. Before you make any decisions about the product, you should read the PDS carefully to ensure that it is suitable for you.

### ABOUT ALLIANZ GLOBAL ASSISTANCE

Allianz Global Assistance is an Australian Financial Services Licensee authorised to deal in and provide general advice on general insurance products.

Allianz Global Assistance has been authorised by the insurer, Allianz Australia Insurance Limited (Allianz) ABN 15 000 122 850 AFS Licence No 234708 of 2 Market Street Sydney New South Wales 2000 to act on its behalf to deal in and provide general advice and handle and settle claims in relation to travel insurance products underwritten by Allianz.

Allianz Global Assistance has a binding authority which means it can enter into, vary or cancel these insurance products and handle and settle claims without reference to Allianz provided it acts within the binding authority. When providing these services, Allianz Global Assistance acts for Allianz and does not act on your behalf.

### ABOUT SPIRIT OF TASMANIA

Spirit of Tasmania, a trading name of TT-Line Company Pty Ltd ABN 39 061 996 174 Authorised Representative No 296748 of The Esplanade, East Devonport, Tasmania 7310 Telephone 13 20 10, is an authorised representative of Allianz Global Assistance. Spirit of Tasmania is the authorised representative that provides the financial services when you purchase this product through the website at [www.spiritoftasmania.com.au](http://www.spiritoftasmania.com.au).

Spirit of Tasmania is authorised by Allianz Global Assistance to deal in and provide general advice on travel insurance products underwritten by Allianz. Spirit of Tasmania acts for Allianz Global Assistance and does not act on your behalf.

## PROFESSIONAL INDEMNITY INSURANCE ARRANGEMENTS

Allianz Global Assistance and its representatives (including its authorised representatives) are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) will continue to cover claims in relation to Allianz Global Assistance's representatives/employees who no longer work for it (but who did at the time of the relevant conduct).

## REMUNERATION

The premium for this travel insurance Policy is payable to Allianz as the insurer.

Spirit of Tasmania receives from Allianz Global Assistance commission (inclusive of GST) which is calculated as a percentage of the premium you pay for a travel insurance policy issued to you and is only paid if you buy a Policy.

Allianz Global Assistance is also remunerated by Allianz for providing services on behalf of Allianz. This is a percentage (exclusive of GST) of the premium that you pay for an insurance policy and is only paid if you buy a Policy.

Employees and representatives of Allianz Global Assistance and Spirit of Tasmania receive an annual salary, which may include bonuses and/or other incentives, which can be based on performance or other criteria.

The above remuneration is included in the premium you pay.

If you would like more information about the remuneration that Spirit of Tasmania, or employees and representatives of Spirit of Tasmania or Allianz Global Assistance, receive please ask them. This request should be made within a reasonable time after this FSG is provided to you and before the financial services are provided to you.

## IF YOU HAVE A COMPLAINT

Should you have a complaint or dispute arising out of this insurance, or our employees, authorised representatives or service providers, please call Allianz Global Assistance on 1300 725 154 or put the complaint in writing and send it to Locked Bag 3014, Toowoong DC, Queensland 4066.

We are a member of an external dispute resolution scheme which is independent and free to you. We are bound by determinations made by it in accordance with its relevant terms and rules applicable to us. Any complaint or dispute can be lodged with the Australian Financial Complaints Authority (AFCA). The contact details for the AFCA are:

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

## PRIVACY STATEMENT

Allianz Global Assistance and Spirit of Tasmania are committed to ensuring the privacy and security of your personal information. They adhere to the privacy terms set out in “Important Matters” in the PDS.

## HOW TO CONTACT US

You can contact Spirit of Tasmania or Allianz Global Assistance or provide them with instructions by using the contact details outlined in this FSG. Please keep this document in a safe place for your future reference.

## DATE PREPARED

This FSG was prepared on 10 April 2019.

## About this Product Disclosure Statement

**A Product Disclosure Statement (PDS) is a document required by the Corporations Act 2001 (Cth) and contains information designed to help you decide whether to buy the policy.**

This PDS sets out the cover available and the terms and conditions which apply. Please note that any recommendations or opinions in this document are of a general nature only and do not take into account your objectives, financial situation or needs. Before you make any decisions about the product, you should read this PDS carefully to ensure that it is suitable for you.

Allianz and Allianz Global Assistance are responsible for the content of this PDS.

This PDS, together with the Certificate of Insurance and any written document we tell you forms part of your Policy, make up your contract with Allianz. Please retain these documents in a safe place.

## UNDERSTANDING YOUR POLICY AND ITS IMPORTANT TERMS AND CONDITIONS

To properly understand your Policy's significant features, benefits and risks you need to carefully read:

- About each of the available types of cover and benefits in the “**Summary of Benefits**” page 6 and the relevant sections of the Policy wording including any endorsements under “**Additional Options**” pages 8 to 10 (remember certain words have special meanings – see “**Words with Special Meanings**” pages 17 to 19);
- When “**We will not pay**” a claim under each Policy section and “**General Exclusions Applicable to all Sections**” pages 30 to 32 (this restricts the cover and benefits);
- **Claims**” pages 33 to 35 (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim); and
- “**Important Matters**” pages 12 to 16 (this contains important information on your duty of disclosure, how the duty applies to you and what happens if you breach the duty, your cooling off period, confirmation of your cover, our privacy policy and our dispute resolution process, the Financial Claims Scheme, when cover may be amended or extended, your Policy Excess, and more.)

## APPLYING FOR COVER

When you apply for the Policy, we will confirm with you things such as the period of insurance, your premium, what cover options and excesses will apply, and whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the Certificate of Insurance we issue to you.

This PDS sets out the cover which is available. You need to decide if the benefit limits, type and level of cover are appropriate for you and will cover your potential loss.

If you have any queries, want further information about the Policy or want to confirm a transaction, please use the Allianz Global Assistance contact details on the back cover of this PDS.

## ABOUT YOUR PREMIUM

You will be told the premium payable for the Policy when you apply. It is based on a number of factors such as your destination(s), length of Journey and number of persons covered. The higher the risk the higher the premium.

Your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to your Policy. These amounts will be included in your Certificate of Insurance as part of the total premium

## COOLING OFF PERIOD

Even after you have purchased your Policy, you have cooling-off rights.

If you decide that you do not want your Policy, you may cancel it within 14 days after you are issued your Certificate of Insurance. You will be given a full refund of the premium you paid, provided you have not started your Journey or you do not want to make a claim or to exercise any other right under your Policy.

After this period you can still cancel your Policy but we will not refund any part of your premium if you do.

## WHO IS YOUR INSURER?

This Policy is underwritten by Allianz Australia Insurance Limited  
ABN 15 000 122 850 AFS Licence 234708 (Allianz).

## WHO IS ALLIANZ GLOBAL ASSISTANCE?

Allianz Global Assistance is a trading name of AWP Australia Pty Ltd  
ABN 52 097 227 177 AFS Licence No. 245631, of Level 16, 310 Ann Street, Brisbane, Queensland 4000, telephone (07) 3305 7000. Allianz Global Assistance has been authorised by Allianz to enter into and arrange the Policy and deal with and settle any claims under it, as the agent of Allianz, not as your agent.

Allianz Global Assistance acts under a binder which means that it can do these things as if it were the insurer. It administers all emergency assistance services and Benefits of this insurance. You may contact Allianz Global Assistance in an emergency 24 hours a day, 7 days a week.

## UPDATING THE PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS to update the relevant information except in limited cases. Where the information is not to correct a misleading or deceptive statement or an omission that is materially adverse, from the point of view of a reasonable person considering whether to buy this product, Allianz Global Assistance may provide the updated information on their website. You can also get a paper copy of the updated information free of charge by calling the contact number shown on the back cover of this PDS.

## DATE PREPARED

This PDS was prepared on 10 April 2019.

# Summary of Benefits

This is only a summary of the benefits. Please read the Policy wording carefully for the complete details of **“We Will Pay”** and **“We Will Not Pay”** and which types of cover are provided. Importantly, please note that exclusions do apply as well as limits to the cover and these are set out in the Policy wording.

## 1 CANCELLATION FEES AND LOST DEPOSITS (pg. 21 to 22)

Cover for cancellation fees and lost deposits for pre-paid travel arrangements due to unforeseen circumstances neither expected nor intended by you or which are outside your control, such as: – Sickness – Accidents – Strikes – Collisions – Retrenchment – Natural Disasters

## 2 ADDITIONAL EXPENSES (pg. 23 to 24)

Cover for additional accommodation and travel expenses caused by your health problems or someone else’s resulting from: – Sickness – Accidental Injury – Death. Also cover for Travelling Companion or relatives accommodation and travel expenses to travel to, stay near or escort you resulting from: – Hospitalisation – Medical Evacuation

## 3 LUGGAGE AND PERSONAL EFFECTS (pg. 25 to 26)

Cover for replacing luggage stolen or reimbursing repair cost for accidentally damaged items, including: – Luggage – Spectacles – Personal Effects – Personal Computers – Cameras

## 4 TRAVEL DELAY EXPENSES (pg. 26 to 27)

Cover for additional meals and accommodation expenses if your Journey is disrupted due to circumstances beyond your control after an initial 6 hour delay

## 5 ACCIDENTAL DEATH (pg. 27)

A Death Benefit is payable if you die because of accidental bodily Injury sustained during your Journey within 12 months of that Injury

## 6 PERSONAL LIABILITY (pg. 27 to 28)

Cover for legal liability including legal expenses for bodily injuries or damage to property of other persons as a result of a claim made against you

## 7 RENTAL VEHICLE (pg. 28 to 29)

Cover for car excess payable on Motor Vehicle Insurance resulting from your rental vehicle being: – Stolen – Crashed – Damaged

# Table of Benefits

The table below sets out the benefits and Policy sections and the maximum amount we will pay for all claims combined under each Policy section. Please carefully read the PDS in full to ensure you understand the extent of cover provided and limitations that apply.

Section	Benefit Type	Plan A Comprehensive Domestic		
		Single	Duo (per person)	Family
1*	Cancellation Fees and Lost Deposits	unlimited~	unlimited~	unlimited~
2*	Additional Expenses	\$50,000	\$50,000	\$100,000
3*	Luggage and Personal Effects	\$5,000	\$5,000	\$10,000
4*	Travel Delay Expenses	\$2,000	\$2,000	\$4,000
5*	Accidental Death	\$25,000	\$25,000	\$50,000
6	Personal Liability	5 million	5 million	5 million
7*	Rental Vehicle	\$3,000	\$3,000	\$3,000

\*Sub-limits apply.

~ Where used, the term ‘unlimited’ only means there is no capped dollar sum insured. Terms, conditions, limits and exclusions apply as set out in the PDS. All costs and expenses claimed must be Reasonable. We will only pay for treatment received and/or Hospital accommodation during the 12 month period after the Sickness first showed itself or the Injury happened.

Please refer to the Policy Wording for a full description of benefits, sub limits and exclusions.

# Additional Options

## PRE-EXISTING MEDICAL CONDITIONS

This travel insurance only provides cover for medical events that are unforeseen. Medical conditions that were pre-existing at the time of the Policy being issued are not covered except for those medical conditions described in the Section headed “**Pre-Existing Medical Conditions that are Covered (Some Restrictions Apply)**”.

If you have a Pre-existing Medical Condition that is not covered, we will not pay any claims Arising from, related to or associated with that condition.

“Pre-existing Medical Condition” is defined in the section headed “**Words with Special Meanings**”.

## IF YOU TAKE BLOOD THINNING PRESCRIPTION MEDICATION LIKE WARFARIN

Taking blood thinning prescription medication like Warfarin (also known under brand names such as Coumadin, Jantoven, Marevan, and Waran) has a complex range of serious complications and side effects.

If you take blood thinning prescription medication, General Exclusion 15 (page 31) may apply.

## PRE-EXISTING MEDICAL CONDITIONS THAT ARE COVERED (SOME RESTRICTIONS APPLY)

This section outlines the Pre-existing Medical Conditions which are covered. Cover is provided for a single uncomplicated pregnancy up to and including the 23rd week of pregnancy.

You have cover if your Pre-existing Medical Condition is listed below, provided that you have not been hospitalised (including day surgery or emergency department attendance) for that condition in the 24 months prior to the time of Policy issue.

- |  |  |
|--|--|
| 1. Acne  | 10. Congenital Blindness   |
| 2. Allergies limited to Rhinitis, Chronic Sinusitis, Eczema, Food Intolerance, Hay Fever                                   | 11. Congenital Deafness  |
| 3. Asthma – providing that you are less than 60 years of age at the time of application and/or have no other lung disease. | 12. *Diabetes Mellitus (Types I and II) – providing you were diagnosed over 12 months ago, have no eye, kidney, nerve or vascular complications and do not also suffer from a known cardiovascular disease, hypertension or hypercholesterolaemia. |
| 4. Bell's palsy  | 13. Dry eye syndrome   |
| 5. Benign Positional Vertigo   | 14. Epilepsy – providing there has been no change to your medication regime in the past 12 months  |
| 6. Bunions   |  |
| 7. Carpal Tunnel Syndrome  |  |
| 8. Cataracts   |  |
| 9. Coeliac disease   |  |

- |   |   |
|---|---|
| 15. Folate Deficiency   | 27. Insulin Resistance  |
| 16. Gastric Reflux  | 28. Iron Deficiency Anaemia   |
| 17. Goitre  | 29. Macular Degeneration  |
| 18. Glaucoma  | 30. Meniere's Disease   |
| 19. Graves' Disease   | 31. Menopause   |
| 20. Hiatus Hernia   | 32. Migraine  |
| 21. *Hypercholesterolaemia (High Cholesterol) – provided you do not also suffer from a known cardiovascular disease and/or diabetes | 33. Nocturnal cramps  |
| 22. *Hyperlipidaemia (High Blood Lipids) – provided you do not also suffer from a known cardiovascular disease and/or diabetes      | 34. Osteopaenia   |
| 23. *Hypertension (High Blood Pressure) – provided you do not also suffer from a known cardiovascular disease and/or diabetes       | 35. Osteoporosis  |
| 24. Hypothyroidism, including Hashimoto's Disease   | 36. Pernicious Anaemia  |
| 25. Impaired Glucose Tolerance  | 37. Pregnancy up to and including the 23rd week – provided it is single and without complications |
| 26. Incontinence  | 38. Plantar fasciitis   |
|   | 39. Raynaud's Disease   |
|   | 40. Sleep apnoea  |
|   | 41. Solar keratosis   |
|   | 42. Trigeminal Neuralgia  |
|   | 43. Trigger finger  |
|   | 44. Vitamin B12 Deficiency  |

\*Diabetes (Type I and Type II), hypertension, hypercholesterolaemia and hyperlipidaemia are risk factors for cardiovascular disease. If you have a history of cardiovascular disease, and it is a Pre-existing Medical Condition, cover for these conditions is also excluded.

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

If your condition is not described in the above list or is not a single pregnancy without complications\*\*, or is a condition:

- for which you have been hospitalised (including day surgery or emergency department attendance) in the 24 months prior to the time of this Policy being issued; or
- were for surgery involving any joints, the back, spine, brain or abdomen requiring at least an overnight stay in Hospital at any time prior to this Policy being issued,

we will not pay any costs Arising from, related to or associated with that condition.

This means that we will not pay:

- your Journey cancellation or rearrangement costs
- any additional or out of pocket expenses (including additional travel and accommodation expenses).

## INCREASED LUGGAGE AND PERSONAL EFFECTS COVER

Cover for unspecified items is limited to:

- Computer/Video/Camera: \$3,000 each item.
- Other Items: \$750 each item.

The maximum benefit payable under Section 3 for damage or permanent loss of unspecified Luggage and Personal Effects is the amount shown in the Table of Benefits for all claims combined.

Additional cover can be purchased for specified items (excluding jewellery) up to a total amount of \$5,000 or anyone item by paying an additional premium. The premium is \$40 per \$1000 or part thereof, receipts and/or valuations need to be provided.

PLEASE NOTE: The General Exclusions Applicable to all Sections of the Policy apply regardless of the limit of additional Luggage and Personal Effects cover purchased.

## About this Policy Wording

This Policy wording sets out the cover available and the terms and conditions which apply. You need to read it carefully to make sure you understand it and that it meets your needs. In particular, read the “**Important Matters**” section on pages 12 to 16.

This Policy wording, together with the Certificate of Insurance and any written endorsements by us together make up your contract with the Insurer. Please retain these documents in a safe place.

### HOW TO TAKE OUT YOUR POLICY

Once you have selected your plan and level of cover required, who you want to be insured, paid the premium shown and we agree to provide cover, we will give you a Certificate of Insurance, which will entitle you to claim under the Policy up to the relevant amounts for which you are covered.

### JURISDICTION AND CHOICE OF LAW

This Policy is governed by and construed in accordance with the law of Queensland, Australia and you agree to submit to the exclusive jurisdiction of the courts of Queensland. You agree that it is your intention that this “Jurisdiction and Choice of Law” clause applies.

## Important Matters

Under your Policy there are rights and responsibilities which you and we have. You must read this Policy in full for more details, but here are some you should be aware of:

### WHO CAN PURCHASE THIS POLICY?

This Policy is available to residents of Australia.

### AGE LIMITS

This Policy is available to travellers of all ages.

### CONFIRMATION OF COVER

To confirm any Policy transaction (if the Certificate of Insurance does not have all the information you require) call us on 1800 023 797.

### YOUR DUTY OF DISCLOSURE

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

#### YOUR DUTY OF DISCLOSURE WHEN YOU ENTER INTO THE CONTRACT WITH US FOR THE FIRST TIME

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

#### YOUR DUTY OF DISCLOSURE WHEN YOU VARY, EXTEND, OR REINSTATE THE CONTRACT

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

#### WHAT YOU DO NOT NEED TO TELL US

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or

- that we know or, in the ordinary course of business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

### FINANCIAL CLAIMS SCHEME

In the unlikely event Allianz were to become insolvent and could not meet its obligations under your Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme.

Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

### GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice. The Code sets out the minimum standards of practice in the general insurance industry.

For more information on the Code please contact Allianz Global Assistance on 1300 725 154.

### DISPUTE RESOLUTION PROCESS

In this section “we”, “our” and “us” means Allianz and Allianz Global Assistance.

If you are dissatisfied with our service in any way, contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures.

You can contact us using the contact details on the back cover of this PDS, or put the complaint in writing and send it to The Dispute Resolution Department, Locked Bag 3014, Toowong DC, Queensland 4066. To obtain a copy of our procedures, please contact us.

We are a member of an external dispute resolution scheme which is independent and free to you. We are bound by determinations made by it in accordance with its relevant terms and rules applicable to us. Any complaint or dispute can be lodged with the Australian Financial Complaints Authority (AFCA). The contact details for the AFCA are:

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.



## SAFEGUARDING YOUR LUGGAGE AND PERSONAL EFFECTS

You must take all reasonable precautions to safeguard your Luggage and Personal Effects. If you leave your Luggage and Personal Effects Unsupervised in a Public Place we will not pay your claim. (For an explanation of what we mean by “Luggage and Personal Effects”, “Unsupervised” and “Public place” see pages 17 to 19).

## CLAIMS PROCESSING

In the event of a claim immediate notice should be given to Allianz Global Assistance (see contact details on the back cover of this PDS).

Please Note: For claims purposes, evidence of the value of the property insured or the amount of any loss must be kept.

Allianz Global Assistance will consider your claim within 10 business days of receiving a completed claim form and all necessary documentation. If they need additional information, a written notification will be sent to you within 10 business days.

## PRIVACY NOTICE

To offer or provide you with our products and services (or those we may offer or provide to you on behalf of our business partners) we, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance, and our agents and representatives, collect, store, use, and disclose your personal information including sensitive information. We usually collect it directly from you but sometimes from others depending upon the circumstances and the product involved. For instance, we may collect your personal information from our business partners who may have provided you with a product or service including but not limited to travel insurance, roadside assistance with a vehicle purchase, Overseas Student or Visitor Health Cover, or other assistance services we arrange or provide. For example, your personal information may be collected from your family members and Travelling Companions, doctors, and hospitals if you purchase our travel insurance and require medical assistance. Likewise, we collect personal information from universities and your agents if you inquire about or apply for our Overseas Student or Visitor Health Cover. We are the ‘data controller’ and responsible for ensuring your personal information is used and protected in accordance with applicable laws including the Privacy Act 1988 and sometimes European Law (the GDPR) where our activities are within its scope. Personal information we collect includes, for example, your name, address, date of birth, email address, and sometimes your medical information, passport details, bank account details, as well as other information we collect through devices like ‘cookies’ when you visit our website such as your IP address and online preferences.

We use your personal information to offer and provide our products and services and to manage your and our rights and obligations in connection with any products and services you have acquired. For instance, we use it to assess, process, and investigate any travel or health insurance claims, and to liaise with Government Departments when necessary. We may also use it for product development, marketing (where permitted by law or with your consent but not in connection with some products or services such as credit card insurances),

customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations, and for other purposes with your consent or where permitted by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

Your personal information may be disclosed to third parties (some of whom are data processors) who assist us to carry out the above activities both inside and outside of Australia, such as claims management providers, travel agents and intermediaries, insurers, investigators, cost containment providers, medical and health service providers, universities and other education institutions, roadside assistance and towing providers, vehicle manufacturers, Overseas data storage (including ‘cloud’ storage) and data handling providers, legal and other professional advisers, your agents and broker, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you are the beneficiary of the bank’s credit card insurances, insurance reference bureaux, and our related and group companies including Allianz. Some of these third parties may be located in other countries including in Europe, Asia, Canada, or the USA. We also, where necessary, disclose your personal information to Government Departments including for immigration and private health insurance purposes as well as to regulatory bodies.

With the exception of credit card insurances and some other products and services that we offer or provide on behalf of certain clients, we may, where permitted by law or with your consent, contact you by telephone, normal mail, email, electronic messages such as SMS, and via other means with promotional material and offers of products or services from us, our related companies, as well as offers from our business partners that we consider may be relevant and of interest to you. Where we contact you as a result of obtaining your consent, you can withdraw your consent at any time by calling us on 1800 023 767 or by contacting us – see below.

When you provide personal information to us about other individuals, we rely on you to have first obtained the individual’s consent, and have made them aware of the matters set out in this Privacy Notice.

You may also (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor, and the parties to whom it may be disclosed; (2) ask us to correct and update your personal information, (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. You may not access or correct personal information of others unless you have been authorised by their express consent, or unless they are your dependants under 16 years of age.

If you have a request or complaint concerning your personal information or about data privacy, please contact:

Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066, or email [DataPrivacyAU@allianz-assistance.com.au](mailto:DataPrivacyAU@allianz-assistance.com.au).

You can also contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 5218, Sydney, NSW 2001 if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at [www.allianz-assistance.com.au](http://www.allianz-assistance.com.au) and click on the Privacy & Security link.

If you do not agree with the matters set out in our privacy policy or will not provide us with the personal information we request, we may not be able to provide you with our products or services including the assessment and payment of any claims. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why.

## EXTENSION OF YOUR POLICY

See Your Period of Cover on page 20.

You may extend your Policy if you find that you have been delayed because of one or more of the following:

- If a bus line, airline, shipping line or rail authority you are travelling on, or that has accepted your fare or luggage, is delayed; or
- If the delay is due to a reason for which you can claim under your Policy, cover will be extended free of charge subject to our approval.

If the delay is for any other reason, you must request the extension at least 7 days before your original Policy expires and we must agree to this in writing.

An extension of cover is not provided if you are aged 86 years and over at the time of extension or where you have not advised us of any circumstances that have or may give rise to a claim under your original Policy.

We will not extend cover beyond the maximum 90 days of cover.

## EXCESS

No Excess applies to any section of your Policy.

## Words with Special Meanings

Some words in your Policy that have special meanings are defined here.

**“Allianz”** means Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL 234708.

**“Allianz Global Assistance”** means AWP Australia Pty Ltd ABN 52 097 227 177 AFSL 245631.

**“Arises”** or **“Arising”** means directly or indirectly arising or in any way connected with.

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

**“Certificate of Insurance”** is the document we give you which confirms that we have issued a Policy to you and sets out details of your cover.

**“Chronic”** means a persistent and lasting condition. It may have a pattern of relapse and remission.

**“Concealed Storage Compartment”** means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a motor vehicle.

**“Dependant”** means your children or grandchildren not in full time employment who are under the age of 21 and travelling with you on the Journey.

**“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.

**“Excess”** means the amount which you must first pay for each claim Arising from the one event before a claim can be made under your Policy.

**“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. It does not include any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or external care facility or a place for the treatment of alcoholism, drug addiction or substance addiction.

**“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, Sickness or disease.

**“Journey”** means the time from 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.

**“Luggage and 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 business samples or items that you intend to trade.

**“Medical Adviser”** means a doctor (including a clinical psychologist) or dentist qualified to diagnose the condition or disorder, holding the necessary current certification in the country in which they are currently practising, and who is not you or your Travelling Companion, or a Relative or employee of you or your Travelling Companion.

**“Mental Illness”** means any illness, condition or disorder listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

**“Open Water Sailing”** means sailing more than 10 nautical miles off any land mass.

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

**“Policy”** means your travel insurance Policy with us covering you and is made up of this Product Disclosure Statement, your Certificate of Insurance and any other document we tell you forms part of this Policy. Together these documents make up your contract with us.

**“Pre-existing Medical Condition”** means a condition of which you were, or a reasonable person in your circumstances should have been, aware:

1. prior to the time of the Policy being issued that is:
  - a Chronic or ongoing:
    - medical condition;
    - dental condition; or
    - Mental Illness, or
  - a current pregnancy; or
  - a medical condition connected with your current or past pregnancy; or
  - related to in vitro fertilisation or another form of assisted reproductive treatment or procedure, or
2. in the ten (10) years prior to the time of the Policy being issued that involves:
  - your heart, brain, circulatory system or blood vessels; or
  - your respiratory system; or
  - your kidneys, liver or pancreas; or
  - cancer; or
  - back pain requiring prescribed pain relief medication; or
  - surgery involving any joints, the neck, back, spine, brain, skull, abdomen or pelvis requiring at least an overnight stay in Hospital; or
  - diabetes mellitus (type 1 or type 2); or
  - Mental Illness; or
  - signs or symptoms for which you:
    - have not yet sought a professional opinion regarding the cause; or
    - are currently under investigation to define a diagnosis; or
    - are awaiting specialist opinion, or

3. in the two (2) years prior to the time of the Policy being issued for which you:
  - have been in Hospital, required an emergency department visit or had day surgery; or
  - have been prescribed a new medication or had a change to your medication regime; or
  - had or required regular review or check-ups; or
  - have required prescription pain relief medication.

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

**“Reasonable”** means:

- for covered expenses, a level comparable to those you have booked for the rest of your Journey; or
- as determined by Allianz Global Assistance having regard to the circumstances.

**“Relative”** means any of the following who is under 85 years of age and who is resident in Australia or New Zealand. It means your or your Travelling companion's spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, step-parent, step-son, step-daughter, fiancé or fiancée, or guardian.

**“Sick”** or **“sickness”** means a medical condition (including a Mental Illness), not being an Injury, the symptoms of which first occur or manifest after the date of issue of the Certificate of Insurance.

**“Travelling Companion”** means a person with whom you have made arrangements to travel with you for at least 75% of your Journey before you entered into your Policy.

**“Unsupervised”** means leaving your Luggage and Personal Effects:

- with a person who is not named on your Certificate of Insurance or who is not a Travelling Companion or who is not a Relative;
- with a person who is named on your Certificate of Insurance or who is a Travelling Companion or who is a Relative but who fails to keep your Luggage and Personal Effects under close supervision; or
- where they can be taken without your knowledge;
- or at such a distance from you that you are unable to prevent them being taken,

including forgetting or misplacing items of your Luggage and Personal Effects, leaving them behind or walking away from them.

**“We”, “our” and “us”** means Allianz Australia Insurance Limited ABN 15 000 122 850, AFSL 234708.

**“You”** and **“your”** means the person whose name is set out in your Certificate of Insurance and everyone else who is covered under your Policy.



# Your Policy Cover

## YOUR CHOICES

Based on your travel arrangements, you can choose a single, duo or family cover with your Plan A Comprehensive Domestic Plan.

## COVER TYPE

You can choose one of the following cover types:

**Single** – Covering you and your Dependants travelling with you listed as covered on your Certificate of Insurance.

**Duo** – Covering you and your Travelling Companion listed as covered on your Certificate of Insurance and intending to travel with you on your Journey. Duo cover does not provide cover for Dependant children. We issue one Certificate of Insurance. You are both covered as if you are each insured under separate policies with single cover benefits per insured person.

**Family** – Covering you and the members of your family who go with you on your Journey listed as covered on your Certificate of Insurance. The only members of your family who can be included are your spouse, your legally recognised de facto, your children and your grandchildren. However, all children and grandchildren must be Dependants. The limits on your family cover apply to the total of all claims combined made by you and/or members of your family under the Policy, whether the claim is in respect of you or any member of your family covered under the family cover.

## YOUR PERIOD OF COVER

You are not covered until we issue a Certificate of Insurance.

That Certificate forms part of the Policy. The period you are insured for is set out in the Certificate.

However:

- The cover for Cancellation Fees and Lost Deposits begins from the time the Policy is issued.
- The cover for all other sections begins on date of departure as stated on the Certificate of Insurance. Cover ends when you return to your Home or on the date of return set out on your Certificate of Insurance whichever happens first.

# Policy Wording

## 1 CANCELLATION FEES AND LOST DEPOSITS

If you think that you may have to cancel your Journey or shorten your Journey you must tell us as soon as possible - for more information see under the heading “**Claims Processing**” on page 14 or call the contact number shown on the back cover of this PDS.

If your claim Arises from or is related to your fitness to travel, written proof from a Medical Adviser must be provided.

### 1.1 WE WILL PAY

If your Journey is cancelled, rescheduled or shortened because of circumstances that were not expected or intended by you and are outside your control then we will pay:

- a) the non-refundable portion of unused travel and accommodation arrangements scheduled to be used during your Journey, that you have paid in advance of cancellation and cannot recover in any other way, inclusive of:
  - your travel agent's cancellation fees and any commission or service fees retained by your travel agent up to the amount of commission or service fees that your travel agent would have earned had your Journey not been cancelled, limited to \$100.
- b) for the value of frequent flyer points, air miles, loyalty card points, redeemable vouchers or other similar schemes lost by you as a result of cancelling the services paid for with those points, air miles, vouchers or schemes, but only if you cannot recover your loss in any other way. We calculate the amount we pay you as follows:
  - i) for frequent flyer points, air miles or loyalty card points:
    - the cost of an equivalent booking based on the same advance booking period as your original booking less any payment you made toward the booking,multiplied by
    - the total number of points or air miles lost,divided by the total number of points or air miles used to make the booking.
  - ii) for vouchers, the face value of the voucher or current market value of an equivalent booking whichever is the lesser.
- c) If, as a result of a Pre-existing Medical Condition, a Relative of yours is hospitalised or dies in Australia or New Zealand after the Policy is issued, and at the time of Policy issue you were unaware of the likelihood of such hospitalisation or death, the most we will pay for all benefits combined under sub-sections 1.1 a), 1.1 b), & 1.1 c) is as follows:
  - \$2,000 for Single cover
  - \$2,000 per person for Duo cover
  - \$4,000 for Family cover.

The maximum amount we will pay for all claims combined under this section is shown under the Table of Benefits.

## 1.2 WE WILL NOT PAY

We will not pay your claim if:

- a) You were aware, or a reasonable person in your circumstances would have been aware before your Policy was issued, of any reason that may cause your Journey to be cancelled, rescheduled or shortened.
- b) the death, Injury or Sickness of your Relative Arising from a Pre-existing Medical Condition except as specified under sub-section 1.1 c).
- c) Caused by you or your Travelling Companion changing plans.
- d) Caused by any business, financial or contractual obligations which prevent you or your Travelling Companion from travelling. 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 you purchased your Policy.
- e) A tour operator or wholesaler is unable to complete arrangements for any tour because there were not enough people to go on the tour. This exclusion does not apply in relation to prepaid travel arrangements bought separately to reach the departure point for the tour or other travel arrangements which do not form part of the tour.
- f) Caused by delays or rescheduling by a bus line, airline, shipping line or rail authority.
- g) Caused by the financial collapse of any transport, tour or accommodation provider associated with your Journey.
- h) Caused by the mechanical breakdown of any means of transport.
- i) Caused by an act or threat of terrorism.
- j) Caused by the death, Injury or illness of any person, including a Relative or Travelling Companion not listed on your Certificate of Insurance, who resides outside of Australia or New Zealand or who is aged 85 years and over.
- 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 federal, state or territory Emergency Services.

**YOU MUST CHECK GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS PAGES 30 TO 32 FOR OTHER REASONS WHY WE WILL NOT PAY.**

## 2 ADDITIONAL EXPENSES

### 2.1 WE WILL PAY BECAUSE OF HEALTH PROBLEMS

We will reimburse any Reasonable additional accommodation and travel expenses if you cannot travel because of an Injury or Sickness which needs immediate treatment from a medical practitioner who certifies that you are unfit to travel.

We will also reimburse your Reasonable additional accommodation and travel expenses for you to be with your Travelling Companion if he or she cannot continue their Journey for 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 our prior approval.

#### In addition:

- a] If you shorten your Journey and return Home on the advice of a Medical Adviser approved by us, we will reimburse the Reasonable cost of your return to your Home. 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.

However, if you do not have a return ticket booked to your Home before you were Injured or became Sick, we will reduce the amount of your claim by the price of the fare to your Home from the place you planned to return to your Home from. The fare will be at the same fare class as the one you left on.

- b] If, during your Journey, your Travelling Companion or a Relative of either of you dies unexpectedly, is disabled by an Injury or becomes seriously Sick and requires hospitalisation, we will reimburse the Reasonable additional cost of your return Home. We will only pay the cost of the fare class you had planned to travel at.
- c] If you return to your Home because, during your Journey, a Relative of yours dies unexpectedly or is hospitalised following a serious Injury or a Sickness, we will reimburse you up to \$3,000 towards return airfares if you are able to resume your Journey, but only if more than 14 days remain of the period of your Journey on your Certificate of Insurance.
- d] If, as a result of a Pre-existing Medical Condition, a Relative of yours yours is hospitalised or dies in Australia or New Zealand after the Policy is issued, and at the time of Policy issue you were unaware of the likelihood of such hospitalisation or death, the most we will pay for all benefits combined under sub-sections 4.1 b] & c] is as follows:

- \$2,000 for Single cover
- \$2,000 per person for Duo cover
- \$4,000 for Family cover.

- e] Wherever claims are made by you under this Section and Section 1 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 ALSO PAY FOR THE FOLLOWING REASONS:

We will reimburse your Reasonable additional travel and accommodation expenses if a disruption to your Journey Arises from the following reasons.

- a] Your scheduled or connecting transport is cancelled, delayed, shortened or diverted because of a strike, riot, hijack, civil commotion, weather or natural disaster.
- b] You unknowingly break any quarantine rule.
- c] You lose your travel documents or credit cards or they are stolen.
- d] An accident involving your mode of transport. You must have written confirmation of the accident from an official body in the country where the accident happened.
- e] Your Home in Australia is rendered uninhabitable by fire, explosion, earthquake or flood.

**The maximum amount we will pay for all claims combined under this section is shown under the Table of Benefits.**

### 2.2 WE WILL NOT PAY

- a] We will not pay if you were aware of any reason, before your period of cover commenced, that may cause your Journey to be cancelled or disrupted or delayed.
- b] We will not pay if you can claim your additional travel and accommodation expenses from anyone else.
- c] We will not pay if your claim relates to the financial collapse of any transport, tour or accommodation provider.
- d] We will not pay for delays or rescheduling by a bus line, airline, shipping line or rail authority.
- e] We will not pay if you operate a rental vehicle in violation of the rental agreement.
- f] We will not pay as a result of you or your Travelling Companion changing plans.

**YOU MUST CHECK GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS PAGES 30 TO 32 FOR OTHER REASONS WHY WE WILL NOT PAY.**

## 3 DAMAGE OR PERMANENT LOSS OF LUGGAGE AND PERSONAL EFFECTS

### 3.1 WE WILL PAY

- a] We will pay the repair cost, or value of any Luggage and Personal Effects which is stolen or accidentally damaged or is permanently lost. 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 during your Journey. We will not pay more than the original purchase price of any item. We also have the option to repair or replace the Luggage and Personal Effects instead of paying you.
- b] The maximum amount we will pay for any item (item limit) is:
  - \$3000 for personal computers, video recorders or cameras.
  - \$750 for all other unspecified items.A pair or related set of items, for example but not limited to:
  - A camera, lenses (attached or not), tripod and accessories;
  - A matched or unmatched set of golf clubs, golf bag and buggy, or
  - A matching pair of earrings, are considered as only one item and the appropriate single item limit will be applied.
- c] Luggage and Personal Effects left in a motor vehicle is only covered during daylight hours and must have been locked in the boot or a locked compartment and forced entry must have been made. No cover applies if Luggage and Personal Effects is left unattended in the passenger compartment of the motor vehicle or if the Luggage and Personal Effects have been left in the motor vehicle overnight. The most we will pay if your luggage is stolen from the locked storage compartment of an unoccupied vehicle is \$200 for each item and \$2,000 in total for all stolen items, even if you have purchased additional cover for specified items.

**The maximum amount we will pay for all claims combined under this section is shown under the Table of Benefits.**

### 3.2 WE WILL NOT PAY

We will not pay a claim in relation to your Luggage and Personal Effects if:

- a] You do not report the 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.
- b] Your jewellery, mobile phone, camera, video camera, computer equipment or their accessories are transported in the cargo hold of any aircraft, ship, train or bus.
- c] The loss, theft of or damage is to or of bicycles.
- d] The loss, theft or damage is to items left behind in any hotel or motel room after you have checked out or items left behind in any aircraft, ship, train, taxi or bus.

- e] The loss, theft or damage is to watercraft of any type (other than surfboards).
- f] The Luggage and Personal Effects was being sent unaccompanied or under a freight contract.
- g] The loss or damage Arises from any process of cleaning, repair or alteration.
- h] The loss or damage Arises from ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin.
- i] The Luggage and Personal Effects was left Unsupervised in a Public Place.
- j] The Luggage and Personal Effects was left unattended in a motor vehicle unless it was locked in the boot or locked storage compartment.
- k] The Luggage and Personal Effects was left overnight in a motor vehicle even if it was in the locked storage compartment.
- l] The Luggage and Personal Effects have an electrical or mechanical breakdown.
- m] The Luggage and Personal Effects is fragile, brittle or an electronic component is broken or scratched – unless either:
  - it is the lens of spectacles, binoculars or photographic or video equipment; or
  - the breakage or scratch was caused by a crash involving a vehicle in which you are travelling.
- n] 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 age, wear and tear).
- o] The loss or damage is to sporting equipment whilst in use (including surfboards).

**YOU MUST CHECK GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS PAGES 30 TO 32 FOR OTHER REASONS WHY WE WILL NOT PAY.**

## 4 TRAVEL DELAY EXPENSES

### 4.1 WE WILL PAY

We will reimburse the cost of your Reasonable additional meals and accommodation expenses if a delay to your Journey, for at least 6 hours, Arises from circumstances outside your control.

We will pay up to \$200 at the end of the initial 6 hour period. In addition we will pay up to \$200 for each full 24 hour period that the delay continues beyond the initial 6 hour delay.

**The maximum amount we will pay for all claims combined under this section is shown under the Table of Benefits.**

## 4.2 WE WILL NOT PAY

We will not pay if a delay to your Journey Arises from any of the following reasons:

- a] You can claim your additional meals and accommodation expenses from anyone else.
- b] The financial collapse of any transport, tour or accommodation provider
- c] Your claim Arises directly or indirectly from an act or threat of terrorism.

**YOU MUST CHECK GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS PAGES 30 TO 32 FOR OTHER REASONS WHY WE WILL NOT PAY.**

## 5 ACCIDENTAL DEATH

### 5.1 WE WILL PAY

We will pay the death benefit, to the estate of the deceased, 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, something you are travelling on disappears, sinks or crashes and you are presumed dead and your body is not found within 12 months.

The limit we will pay for the death of any one accompanying Dependant is \$5,000. The limit for the death of one person, who is not an accompanying Dependant is the sum insured as per the plan selected.

**The maximum amount we will pay for all claims combined under this section is shown under the Table of Benefits.**

### 5.2 WE WILL NOT PAY

We will not pay for death caused by suicide or for any other reason other than caused by Injury as defined on page 17.

**YOU MUST CHECK GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS PAGES 30 TO 32 FOR OTHER REASONS WHY WE WILL NOT PAY.**

## 6 PERSONAL LIABILITY

### 6.1 WE WILL PAY

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

- death, bodily Injury or illness, and/or
- physical loss of 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. We decide whether the expenses were Reasonable.

You must not accept liability without our prior written approval.

**The maximum amount we will pay for all claims combined under this section is shown under the Table of Benefits.**

## 6.2 WE WILL NOT PAY

We will not reimburse you for anything you have to pay because of a legal claim against you for causing Injury, death or damage to property, if the claim Arises out of 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, a Relative of yours, or your Travelling Companion, or to an employee of either of you;
- c] Something Arising out of the ownership, custody or use of any aerial device, watercraft or mechanically propelled vehicle;
- d] Something Arising out of the conduct of a business, profession or trade;
- 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, penalty or aggravated, punitive or exemplary or liquidated damages;
- g] Disease that is transmitted by you;
- h] Any relief or recovery other than monetary amounts;
- i] Liability Arising from a contract that imposes on you a liability which you would not otherwise have;
- j] Anything that is covered under any other policy. We will be liable only for the amount your liability exceeds the limits of cover under any other policy;
- k] Assault and/or battery committed by you or at your direction; or
- l] Conduct intended to cause personal injury, property damage or liability with reckless disregard for the consequences of you or any person acting with your knowledge, consent or connivance.

**YOU MUST CHECK GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS PAGES 30 TO 32 FOR OTHER REASONS WHY WE WILL NOT PAY.**

## 7 RENTAL VEHICLE

### WHAT YOU ARE COVERED FOR

Cover is only provided under this section 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 indemnity provided by the rental company or agency under the Rental Vehicle agreement to which the excess, deductible or damage liability fee applies.

The maximum amount we will pay under this section is the amount of the excess, deductible or damage liability fee that is specified in your Rental Vehicle agreement up to the limit shown in the "Table of Benefits".

## 7.1 WE WILL PAY

- 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,then we will pay the lesser of:
  - the specified excess, deductible or damage liability fee that you are liable to pay under your Rental Vehicle agreement; or
  - property damage for which you are liable.You must provide a copy of:
  - your Rental Vehicle agreement;
  - the incident report that was completed;
  - repair account;
  - an itemised list of the value of the damage; and
  - written notice from the rental company or agency advising that you are liable to pay the specified excess, deductible or damage liability fee.
- b] If you are Injured or become Sick and your attending Medical Adviser certifies in writing that you are unfit to return your Rental Vehicle to the nearest depot during your Journey, then we will pay up to \$500 for the cost of returning your Rental Vehicle.

**The maximum amount we will pay for all claims combined under this section is shown under the Table of Benefits.**

## 7.2 WE WILL NOT PAY

To the extent permitted by law, we will not pay a claim involving the theft or damage to your Rental Vehicle if the claim Arises directly or indirectly from, or is in any way connected with, or is for:

- you using the Rental Vehicle in breach of the rental agreement;
- you using the Rental Vehicle without a licence for the purpose that you were using it (such as but not limited to the carrying of passengers or freight); or
- 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.

**YOU MUST CHECK GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS PAGES 30 TO 32 FOR OTHER REASONS WHY WE WILL NOT PAY.**

## General Exclusions - Applicable to all Sections

To the extent permitted by law we will not pay your claim if:

1. You intentionally or recklessly act in a way that would reasonably pose a risk to your safety or the safety of your Luggage and Personal Effects, except in an attempt to protect the safety of a person or to protect property.
2. You do not do everything you can to reduce your loss as much as possible.
3. Your claim Arises from consequential loss of any kind including loss of enjoyment.
4. At the time of purchasing this Policy, you or a reasonable person in your circumstances were aware, or should have been 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 or by any government sponsored fund, plan, or medical benefit scheme, or any other similar type 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 relevant travel documents.
7. Your claim Arises because you act illegally or break any government prohibition or regulation.
8. Your claim Arises from a government authority confiscating, detaining or destroying anything.
9. Your claim Arises from being in control of a motor cycle without a current Australian motorcycle licence or you are a passenger travelling on a motorcycle that is in the control of a person that does not hold a current motorcycle licence.
10. Your claim Arises because you did not follow advice in the mass media of any government or other official body's warning:
  - against travel to a particular country or parts of a country;
  - of a strike, riot, bad weather, civil commotion or contagious disease;
  - of a likely or actual Epidemic or Pandemic (such as H5N1 Avian influenza);
  - of a threat of an Epidemic or Pandemic (such as H5N1 Avian influenza) that requires the closure of a country borders;
  - of an Epidemic or Pandemic that results in you being quarantined,and you did not take appropriate action to avoid or minimise any potential claim under your Policy (including delay of travel to the country or part of the country referred to in the warning).
11. 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.

12. Your claim Arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
13. 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.
14. Your claim Arises from any Pre-existing Medical Condition except as provided under the Section headed **“Pre-existing Medical Conditions”** appearing on pages 8 to 10, Section 1.1 c) appearing on page 21, and Section 2.1 d) appearing on page 23.
15. Your claim Arises from complications of any Injury or Sickness, or side effects, caused by you taking any blood thinning prescription medication.
16. Your claim is in respect of travel booked or undertaken against the advice of any Medical Adviser.
17. Your claim Arises directly or indirectly from any Injury or illness where a metastatic or terminal prognosis was made prior to the issue of the Certificate of Insurance.
18. Your claim Arises out of pregnancy, childbirth or related complications after 26 weeks of pregnancy and/or any medically assisted conception.
19. Your claim Arises out of pregnancy, childbirth or related complications up to 26 weeks of pregnancy unless either you did not know you were pregnant when you commenced your Journey, as specified under the heading **“Pre-existing Medical Conditions Cover”** on pages 8 to 10. In any event we will not cover any expenses associated with or consequent upon the birth of a child.
20. Your claim Arises from, is related to or associated with any physical or mental signs or symptoms that you were aware, or a reasonable person in your circumstances would have been aware, of before cover commenced, and:
  - a) you had not yet sought a medical opinion regarding the cause; or
  - b) you were currently under investigation to define a diagnosis; or
  - c) you were awaiting specialist opinion.
21. Your claim Arises from or is in any way related to or connected with:
  - you or any other person being hospitalised or confined to a clinic, where you or that other person (as the case may be) is being treated for addiction to drugs, substances or alcohol, or is using the Hospital or clinic as a nursing, convalescent or rehabilitation place; or
  - a therapeutic or illicit drug, substance or alcohol addiction suffered by you or any other person.
22. Your claim Arises from your intentional self harm or your suicide or attempted suicide.
23. Your claim Arises directly or indirectly from a sexually transmitted disease suffered by you.
24. You were under the influence or addicted to intoxicating liquor or drugs except a drug prescribed to you by a Medical Adviser, and taken in accordance with their instructions.

25. Your claim Arises because you hunt, race (other than on foot), engage in Open Water Sailing, play polo, go mountaineering or rock climbing using ropes or climbing equipment (other than for hiking) or from professional sport of any kind, or from parachuting or hang gliding.
26. Your claim Arises because you dive underwater using an artificial breathing apparatus, unless you hold an open water diving licence issued in Australia or you were diving under licensed instruction.
27. 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.

## Claims

### HOW TO MAKE A CLAIM

You must give Allianz Global Assistance notice of your claim as soon as possible. You can lodge your claim online 24 hours a day or obtain a claim form at [www.travelclaims.com.au](http://www.travelclaims.com.au).

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, medical reports, original receipts or proof of ownership. If required we may ask you to provide us with translations into English of such documents to enable us to carry out our assessment of your claim.

You must co-operate with us at all times in relation to the provision of supporting evidence and such other information as we may reasonably require.

- a) For damage or permanent loss of your Luggage and Personal Effects, report it immediately to the police and obtain a written notice of your report.
- b) For damage or misplacement of your Luggage and Personal Effects, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- c) Submit full details of any claim in writing within 30 days of your return.

### YOU MUST NOT ADMIT FAULT OR LIABILITY

In relation to any claim under this Policy you must not admit that you are at fault, and you must not offer or promise to pay any money, or become involved in litigation, without our approval.

### DEPRECIATION

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

### YOU MUST HELP US TO RECOVER ANY MONEY WE HAVE PAID

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

### IF YOU CAN CLAIM FROM ANYONE ELSE, WE WILL ONLY MAKE UP THE DIFFERENCE

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



OTHER INSURANCE

If any loss, damage or liability covered under this Policy is covered by another insurance policy, you must give us details. If you make a claim under one insurance policy and you are paid the full amount of your claim, you cannot make a claim under the other policy. If you make a claim under another insurance policy and you are not paid the full amount of your claim, we will make up the difference. We may seek contribution from your other Insurer. You must give us any information we reasonably ask for to help us make a claim from your other Insurer.

SUBROGATION

We may, at our discretion undertake in your name and on your behalf, control and settlement of proceedings for our own benefit in your name to recover compensation or secure indemnity from any party in respect of anything covered by this Policy. You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated, upon us paying your claim under this Policy regardless of whether we have yet paid your claim and whether or not the amount we pay you is less than full compensation for your loss. These rights exist regardless of whether your claim is paid under a non-indemnity or an indemnity clause of this Policy.

RECOVERY

We will apply any money we recover from someone else under a right of subrogation in the following order:

- 1. To us, our administration and legal costs Arising from the recovery.
- 2. To us, an amount equal to the amount that we paid to you under the Policy.
- 3. To you, your uninsured loss (less your Excess).
- 4. To you, your Excess.

Once we pay your total loss we will keep all money left over.

If we have paid your total loss and you receive a payment from someone else for that loss or damage, you must pay us the amount of that payment up to the amount of the claim we paid you.

If we pay you for lost or damaged property and you later recover the property or it is replaced by a third party, you must pay us the amount of the claim we paid you.

HOW GST AFFECTS 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. in replacing a lost or stolen item), the amount we would otherwise pay will be reduced by the amount of that input tax credit.

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 have a liability for GST if we pay you an amount under this Policy.

FRAUD

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud.

You can help by reporting insurance fraud. All information will be treated as confidential and protected to the full extent under law. Report insurance fraud by calling 1800 453 937.



SALES ENQUIRIES:

1800 023 797

CLAIMS AND CLIENT SERVICES ENQUIRIES:

1300 725 154

You can lodge your claim online 24 hours a day at:

[www.travelclaims.com.au](http://www.travelclaims.com.au)

24 HOUR EMERGENCY ASSISTANCE:

Allianz Global Assistance  
1800 010 075

This insurance is arranged and managed by

AWP Australia Pty Ltd trading as  
Allianz Global Assistance  
ABN 52 097 227 177  
AFS Licence No. 245631  
Level 16, 310 Ann Street, Brisbane, QLD 4000

This insurance is issued and underwritten by

Allianz Australia Insurance Limited  
ABN 15 000 122 850  
AFS Licence No. 234708  
2 Market Street, Sydney NSW 2000

Spirit of Tasmania  
ABN 39 061 996 174 AR 296748  
is an authorised representative of  
AWP Australia Pty Ltd