



# YACHTSMAN'S TRAVEL

**Product Disclosure Statement**  
Incorporating the  
**Yachtsman's / Tall Ships Travel**  
**Policy Wording**



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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.*

### 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 + 618 6102 8861  
Email: enquiries@topsailinsurance.com.au  
Write to: P.O. Box 48, South Fremantle,  
Western Australia, 6162

### 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 sister 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** Policy Certificate.

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.

### Understand Your Duty of Disclosure

#### Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, which may affect **Our** decision to insure **You** and on what terms.

**You** have this duty until **We** agree to insure **You**.

**You** have the same duty before **You** renew, extend, vary or reinstate an insurance contract.

**You** do not need to tell **Us** anything that:

- Reduces the risk **We** insure **You** for; or
- Is common knowledge; or
- **We** know or should know as an insurer; or
- **We** waive **Your** duty to tell **Us** about.

#### If You Do Not Tell Us Something

If **You** do not tell **Us** something **You** are required to, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract 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, injury or illness. Additional expenses following major damage to <b>Your</b> accommodation (including boat) or where the boat may be a total loss. Additional expenses following missed departure, transport diversion or alteration of itinerary, For Gold policies, cover includes re-joining the boat and crew replacement.
Section 2)	Emergency Medical, Repatriation and other Expenses	Emergency medical expenses outside Australia, daily hospitalisation benefit if being treated as a hospital in-patient, repatriation back to Australia following a medical emergency, Search and Rescue (Single, Gold & Silver policies only).
Section 3)	Personal Accident	Lump sum following accidental death, disappearance or an injury resulting in loss of limb, sight or permanent total disablement.
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)	Money Travel Documents and Credit Cards	Covering lost Money, 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, injury or illness. Personal Liability for bodily injury or damage to third parties and their property (not for craft).
Section 7)	Hi-jack & Kidnap	Daily benefit paid following Hi-jack or Kidnap
Section 8)	Winter Sports	Stolen or damaged ski equipment and replacement equipment hire, loss or theft of lift pass, piste closure and avalanche cover.
Section 9)	Yacht Charter Excess Waiver	<b>We</b> will reimburse the deposit amount paid in the event of damage to the hired boat resulting in <b>Your</b> deposit being withheld/excess 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 PDS/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

One of the following has been selected by **You**:

#### Single Trip :

- Australia not exceeding 250 nautical miles offshore excluding Papua New Guinea
- Worldwide excluding USA and Canada.
- Worldwide including USA and Canada

#### Annual Trip :

- Worldwide excluding USA and Canada.
- Worldwide including USA and Canada

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

Cover restricted to 89 consecutive days in the USA.

Sailing into 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

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.

## 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 address as set out on the left 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.

## Complaints

In Australia Lloyd's is a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications. **You** can obtain a copy of the Code at:

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

If **You** wish to complain about **Our** services contact The Complaints Officer using the address below. **We** will acknowledge receipt of **Your** complaint immediately and attempt to resolve it within 15 business days.

**Our** contact details are:

Topsail Insurance Pty Ltd  
P.O. Box 48  
South Fremantle  
WA 6162, Australia  
Telephone: + 618 6102 8861  
Email: [enquiries@topsailinsurance.com.au](mailto:enquiries@topsailinsurance.com.au)

In the unlikely event that this does not resolve the matter or **You** are not satisfied with the way **Your** complaint has been dealt with **You** may contact:

Lloyd's Australia Limited  
Level 9, 1 O'Connell Street, Sydney,  
NSW 2000, Australia  
Telephone: + 612 8298 0700  
Disputes: + 612 8298 0783  
Email: [ldrAustralia@lloyds.com](mailto:ldrAustralia@lloyds.com)

### External Dispute Resolution

If **Your** complaint is not resolved satisfactorily or **We** do not resolve **Your** complaint within 45 calendar days of receiving it, **You** may refer to the Financial Ombudsman Services (FOS), GPO Box 3, Melbourne Vic 3001 or phone 1300 780 808 or go to [www.fos.org.au](http://www.fos.org.au).

FOS is an independent body that operates nationally in Australia and resolves disputes between **You** and **Your** insurer.

### Contacting Topsail

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: + 618 6102 8861

Email: [enquiries@topsailinsurance.com.au](mailto:enquiries@topsailinsurance.com.au)

Write: P.O.Box 48, South Fremantle,  
Western Australia, 6162

## Words with Special Meaning and Definitions

Certain words in the Certificate Schedule have a specific meaning. They have this specific meaning wherever they appear in 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.**

### 1. **Complications of Pregnancy and Childbirth**

Complications of pregnancy and childbirth only include the following:

- (i) Toxaemia (toxins in the blood)
- (ii) Gestational hypertension (high blood pressure arising as a result of pregnancy)
- (iii) Pre-eclampsia (where **You** develop high blood pressure, carry abnormal fluid and have protein in **Your** urine during the second half of pregnancy)
- (iv) Ectopic Pregnancy (a pregnancy that develops outside of the uterus)
- (v) Molar Pregnancy or Hydatidiform Mole (a pregnancy in which a tumour develops from the placental tissue)
- (vi) Post-Partum haemorrhage (excessive bleeding following childbirth)
- (vii) Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery)
- (viii) Placental abruption (part or all of the placenta separates from the wall of the uterus)
- (ix) Hyperemesis Gravidarum (excessive vomiting as a result of pregnancy)
- (x) Placenta-Praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix)
- (xi) Stillbirth
- (xii) Miscarriage
- (xiii) Emergency Caesarean Section
- (xiv) A termination needed for medical reasons
- (xv) Premature birth more than 8 weeks (or 16 weeks if **You** know **You** are having more than one baby) before the expected delivery date

### 2. **Employee**

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

### 3. **Excess**

The first amount **You** pay when a claim is submitted and accepted by **Us** for each Insured Person under the policy.

### 4. **You, Your Family and Relatives**

**You** means the person/s named in the Certificate Schedule.

**Your** family and relatives mean:

- (i) **You, Your Partner** (meaning **Your** Spouse, common-law Spouse or civil partner) or dependent children under the age of 18 years.
- (ii) **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.

### 5. **Injury**

A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place within twelve (12) calendar months of the date of the accident.

### 6. **Medical Practitioner**

Any suitably qualified medical practitioner registered by the Australian Health Practitioner Regulation Agency other than an Insured Person, a member of the immediate family of the Insured Person or **Your** Employee.

### 7. **Period of Insurance**

The period shown in the Certificate Schedule.

### 8. **Permanent Total Disablement**

Total Disablement which has lasted for twelve (12) consecutive calendar months and entirely prevents **You** from engaging in any occupation for which **You** are suited by education, training or experience for the remainder of **Your** life.

### 9. **Property**

Personal effects owned by **You** or for which **You** are responsible and are taken by **You** on or acquired during the **Trip**, excluding loss of or damage to vehicles or waterborne craft, their accessories or spare parts.

### 10. **Schedule**

The document showing details of **Your** cover.

### 11. **Tall Ship**

A vessel, yacht, square rigger or other boat that is registered and certified to undertake sail training activities.

### 12. **Terrorist Activity**

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist Activity** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a **Terrorist Activity** can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).

### 13. **Trip – Short Term & Long Term**

A **Trip** means a holiday that commences and ends in Australia.

Cover under Section 1 (Cancellation and Disruption) commences at the time **You** book the **Trip** or the policy is issued and the premium paid, whichever is the later. If **You** have Annual Multi-**Trip** cover, Section 1 commences at the time **You** book the **Trip** during the **Period of Insurance**.

Cover commences during the **Period of Insurance** when **You** leave **Your** home or place of work whichever occurs last and ends when **You** return to **Your** home or place of work or the date shown on the Certificate Schedule or Endorsement Schedule whichever occurs first.

A Long-Term **Trip** means a **Trip** with a duration of 6 months or more.

#### 14. **Valuables**

Jewellery, furs, gold and silver articles, watches, mobile telephones, binoculars, telescopes, photographic equipment, MP3 players, computer and laptop equipment, audio equipment and video equipment.

#### 15. **War**

Any activity, whether war is declared or not, arising out of or attempt to participate in the use of military force between nations and will include:

- (i) Hostilities or warlike operations
- (ii) Invasion, civil war, rebellion, insurrection, revolution
- (iii) Act of an enemy foreign to **Your** nationality, or the country in, or over, which the act occurs
- (iv) Civil commotion assuming the proportions of, or amounting to, an uprising
- (v) Overthrow of the legally constituted government
- (vi) Military or usurped power
- (vii) Explosions of war weapons
- (viii) **Terrorist activity.**
- (ix) *Utilization of Nuclear, Chemical or Biological Weapons of mass destruction* however these may be distributed or combined. This means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound, pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals. Or the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity whatsoever.
- (x) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of any Insured Person

#### 16. **We, Us, Our**

Topsail Insurance and/or Sompo Canopus Managing Agents on behalf of Certain Underwriters at Lloyd's.

#### 17. **Winter Sports**

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; mono-skiing; blading; langlauf; ski boarding; tobogganing and glacier walking



## Section B) The Policy Wording

### Schedule of Benefits Table

Geographical Area :		Refer to <b>Your</b> Certificate Schedule			
Type of Policy		ANNUAL TRIP			SINGLE TRIP
YACHTSMAN'S / TALL SHIPS		GOLD	SILVER	BRONZE	SINGLE
Excess All Sections (Excesses doubled in respect of persons aged 65 and over) Long-Term <b>Trip</b> Excess		A\$ 200  A\$ 500	A\$ 200  A\$ 500	A\$ 200  A\$ 500	A\$ 200  A\$ 500
Maximum Duration any one Trip		60 days unless extended on schedule	45 days	30 days	Various
1	Cancellation & Disruption Re-joining the boat Crew replacement	A\$ 10,000 A\$ 6,000 A\$ 3,000	A\$ 7,500 Excluded Excluded	A\$ 5,000 Excluded Excluded	A\$ 6,000 Excluded Excluded
2	Medical, Repatriation and other Expenses Hospital Inconvenience (A\$ 50/day) Funeral Expenses Search and Rescue	A\$ 10,000,000 A\$ 3,000 A\$ 10,000 A\$ 50,000	A\$ 10,000,000 A\$ 3,000 A\$ 10,000 A\$30,000	A\$ 5,000,000 A\$ 3,000 A\$ 10,000 Excluded	A\$ 5,000,000 A\$ 3,000 A\$ 10,000 A\$ 30,000
3	Personal Accident (reduced by 50% in Australia) 1. Accidental Death 2. Loss of one limb or one eye 3. Loss of two limbs or both eyes or one limb and one eye 4. Permanent Total Disablement <b>Nb. Restrictions apply to person aged under 16 and over 65 yrs. Please refer to page 13 for further details.</b>	A\$ 100,000  A\$ 5,000	A\$ 60,000  A\$ 5,000	A\$ 20,000  A\$ 5,000	A\$ 40,000  A\$ 5,000
4	Baggage and Personal Effects Any one item Delayed Baggage	A\$ 6,000 A\$ 1,000 A\$ 200	A\$ 5,000 A\$ 700 A\$ 200	A\$ 2,000 A\$ 500 A\$ 200	A\$ 3,000 A\$ 700 A\$ 200
5	Money Travel Documents and Credit Cards	A\$ 2,500	A\$ 2,000	A\$ 1,500	A\$ 1,500
6	Legal Expenses Personal Liability	A\$ 50,000 A\$ 4,000,000	A\$ 50,000 A\$ 4,000,000	A\$ 50,000 A\$ 4,000,000	A\$ 50,000 A\$ 4,000,000
7	Hi-jack and kidnap (A\$ 100 per day)	A\$ 3,000	A\$ 2,500	A\$ 2,000	A\$ 2,000
8	Winter Sports Maximum Duration Equipment Hire (A\$ 50 per day) Ski Equipment Lift pass Piste Closure (A\$ 50 per day) Avalanche Cover	Included 21 days A\$ 500 A\$ 1,000 A\$ 400 A\$ 500 A\$ 500	Included 17 days A\$ 500 A\$ 1,000 A\$ 400 A\$ 500 A\$ 500	Included 7 days A\$ 500 A\$ 1,000 A\$ 400 A\$ 500 A\$ 500	Excluded unless supplement paid A\$ 500 A\$ 1,000 A\$ 400 A\$ 500 A\$ 500
9	Yacht Charter Excess Waiver Maximum 14 days charter any one insurance period Excess in respect of yacht charter racing is 25% of the claim subject to a minimum A\$ 250	Included A\$ 1,000 per person up to A\$ 2,000 in all for any one charter and any one loss	Included A\$ 700 per person up to A\$ 1,400 in all for any one charter and any one loss	Excluded unless supplement paid	Excluded unless supplement paid

## General Definitions

Words with special meaning and/or definitions can be found within the Product Disclosure Statement.

## Cover Options

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

### Annual Multi-Trip

Covers Travel during the **Period of Insurance** provided no single **Trip** lasts longer than:

Yachtsman's / Tall Ships Bronze	30 days
Yachtsman's / Tall Ships Silver	45 days
Yachtsman's / Tall Ships 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 30 days at no additional premium

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**.

### Single Trip

Covers one **Trip** up to a maximum period of 12 months.

### Winter Sports – Section 8

Covers Winter Sports activities where **You** have purchased an Annual Multi-Trip or have paid the additional premium for a Single **Trip**.

### Excess Waiver – Section 9

Covers the Excess, Deductible or deposit following loss of or theft or damage to a chartered Yacht where **You** have purchased a Silver or Gold annual multi **Trip** cover or have paid the additional premium for a Single **Trip**.

## GEOGRAPHICAL AREAS

### AREA 1 – AUSTRALIA

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

### AREA 2 - WORLDWIDE excluding USA and CANADA

Anywhere in the world (excluding **Trips** to and from the USA, Canada, Arctic and Antarctica unless **You** have paid a supplementary premium and it is noted on **Your** certificate)

## Section 1 – Cancellation and Disruption

### WHAT IS COVERED

#### 1. Cancellation, Curtailment and 'Get-You-There' Expenses

**We** will pay **You** the following expenses incurred as the result of any of the Specified Occurrences in paragraphs a) to e) below, up to the sum insured shown in the Schedule of Benefits:

- 1.1 Irrevocable loss of unused travel and accommodation expenses (including yacht charter, race, rally or event booking fees) paid in advance or for which there is a contractual liability consequent upon the cancellation or curtailment of the pre-arranged **Trip** or, if the **Trip** is not cancelled.
- 1.2 Reasonable additional travel and accommodation expenses incurred in fulfilling the pre-booked travel and accommodation commitments, including the use of equivalent local accommodation if rendered necessary by an occurrence covered under Subsection 1.d).

Specified occurrences are:-

- a) Death, **Injury** or serious illness to **You** or **Your** relative, fiancé(e) or business colleague, or of any person with whom **You** had arranged to travel, reside or conduct business or the immediate relative, fiancé(e) or business colleague of such person.
- b) Where **You** or any person **You** had arranged to travel, reside or conduct business with are:
  - (i) quarantined or called for witness or jury service;
  - (ii) made redundant, provided that such redundancy qualifies for redundancy pay;

- (iii) called for emergency duty as a member of the armed forces, defence or civil administration, police force, or fire, rescue, public utility or medical services; or
  - (iv) required to be present at **Your** home or place of business in Australia following a burglary or major damage caused by storm, flood or fire.
- c) The cancellation or delayed departure for 24 hours or more of any publicly licensed form of passenger transport in which **You** had previously booked to travel, resulting from any of the following contingencies: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions and accident or mechanical breakdown provided always any of these contingencies had not occurred, commenced or been announced before **Your** booking was made.
- d) Where major damage is caused by storm, flood or fire rendering uninhabitable the accommodation **You** had booked during the **Trip**, including any waterborne vessel or craft.
- e) Where the vessel that **You** or an insured person is sailing is stolen, incurs actual or constructive total loss or requires repairs that are likely to exceed six weeks.

## 2. Missed Departure and Transport Diversion

**We** will pay **You** up to A\$ 1,000 in respect of reasonable additional travel and accommodation expenses incurred by **You** in fulfilling **Your** pre-booked travel and accommodation commitments if at the commencement of **Your Trip** **You** miss **Your** pre-booked international travel connection from Australia or have **Your** publicly licensed transport diverted.

**We** will only pay this amount if passengers or crew traveling on the same conveyance become ill or sustain an injury; or as a result of any contingencies outlined in 1 c) above.

## 3. Travel Delay Inconvenience Benefit

If **You** are delayed because of the late departure of any publicly licensed form of passenger transport in which **You** had previously booked to travel as a result of any of the contingencies specified in 1 c) above, **We** will pay on the outward journey costs at the commencement of **Your** journey of \$ 40 for the first completed 12 hour period where **Your** transport is delayed and A\$ 20 for each subsequent completed 12 hour period, up to a maximum of A\$ 200 in all and again for all subsequent journeys during the **Trip**.

## 4. Alteration of Itinerary

**We** will pay **You** up to A\$ 2,000 for reasonable additional travel and accommodation expenses necessarily incurred by **You** during **Your Trip** if **You** are the victim of a hi-jack, kidnap, terrorist or criminal act, or upon the cancellation of publicly licensed passenger transport services caused by any of the contingencies specified in 1 c) above.

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

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

- a) Up to A\$ 6,000 for reasonable costs incurred by the **Insured Person** to re-join **Your** vessel or the vessel in which the **Insured Person** was due to travel; or
- b) If following medical advice the **Insured Person** cannot travel and the vessel requires emergency attention up to A\$ 3,000 for reasonable costs incurred in providing a representative for the **Insured Person** to attend to **Your** vessel or the vessel in which the **Insured Person** was due to travel

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.

## CONDITIONS AND LIMITATIONS

**We** shall only be liable:-

1. If **You** make a claim for delayed departure **You** must have obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay.
2. Under Section 2 **You** must have done all things reasonable and practicable to minimize the possibility of late arrival at the Australian departure point.
3. To make a claim Under Section 2 where the delay is attributable to mechanical breakdown of the non-scheduled transport, **You** must obtain a garage or motoring organisation report confirming the date, cause and time of such breakdown.

## WHAT IS NOT COVERED

1. Claims for **You** not wanting to travel.
2. Claims arising from sea-sickness.

# Section 2 – Emergency Medical, Repatriation and Other Expenses

## WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table if **You** sustain an injury or become ill during **Your Trip** for:

### 1. Medical and Repatriation Expenses

The following expenses necessarily incurred outside of Australia

- 1.1 **You** or an **Insured Persons** medical, hospital and treatment expenses (including additional travel and accommodation expenses).
- 1.2 **You** or an **Insured Persons** additional repatriation expenses; including compulsory quarantine.
- 1.3 Emergency dental treatment for the immediate relief of pain.
- 1.4 Accompanying medical attendants if agreed by **Us**, **Our** appointed advisors and **Your** attending physicians.
- 1.5 Reasonable travel and accommodation expenses of a **Relative** or friend (not necessarily an **Insured Person**) who on medical advice is required to travel to, remain with or escort **You**.
- 1.6 Expenses incurred for the special use of air transport if agreed by **Us**, **Our** appointed advisors and **Your** attending physicians.

### 2. Emergency Return to Australia

**We** will pay additional travel and accommodation expenses necessarily incurred by **You** following:-

- 2.1 The death or serious illness or serious injury of **Your Relative**, fiancé(e) or business colleague necessitating **Your** presence in Australia.
- 2.2 Burglary or major damage at **Your** or an **Insured Persons** home or place of business in the Australia.
- 2.3 In the event of death of an **Insured Person**, the repatriation of persons remains.

### 3. Hospital Inconvenience Benefit

**We** will pay up to the sum insured shown in the Schedule of Benefits Table for each completed 24 hour period that **You** spend in hospital outside of Australia as the result of **You** sustaining an **Injury** or becoming ill during the **Trip**

### 4. Funeral Expenses

If **You** die during **Your Trip** **We** will pay up to the sum insured shown in the Schedule of Benefits Table for the cost of burial or cremation in the country **You** died abroad, or transporting **Your** remains or ashes to **Your** former place of residence in Australia.

### 5. Search and Rescue

**We** will pay up to the sum insured shown in the Schedule of Benefits Table necessary search and rescue expenses, in mountains and at sea, by official civil and police rescue teams.

### WHAT IS NOT COVERED

1. The cost of any medication, consultation or treatment that could reasonably have been foreseen by **You** at the time that **Your Trip** commenced.
2. Any medical expenses for more than 12 months after incurring the first expense.
3. 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.
4. Any in-patient service or treatment that is not a registered medical hospital.
5. Treatment by a family member.
6. Any treatment that is not scientifically recognized.
7. Any treatment resulting from participation in war, riot, civil commotion or any illegal act including resultant imprisonment.
8. Any attempt or intentional self-inflicted injury.
9. Any **Trip** taken against advice of a qualified medical practitioner.
10. Any **Trip** specifically undertaken to have medical treatment.

## Section 3 – Personal Accident

### WHAT IS COVERED

**We** will pay **You** if at any time during the **Trip** **You** sustain an **Injury** which results in **Your** death or disablement up to the limit shown in the Table of Benefits.

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

1. Where travel is within Australia 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 and 3 are reduced by 50% and Benefit 4 (Permanent Total Disablement) is deleted for **Insured Persons** 65 years of age and over.
4. There is no cover for **Insured Persons** 75 years of age and over under this section.

### Exposure

**We** deem Death or **Permanent Total Disablement** solely as a result of unavoidable exposure to severe weather conditions as an **Injury**.

### Disappearance

If **You** disappear during the **Trip** and if, after a reasonable period of time has elapsed **You** are presumed dead, in accordance with the terms, provisions and conditions of this section of the Certificate Schedule **We** will pay the Accidental Death Benefit. If at any time after **We** make a payment **You** are found to be living, the Benefit sum paid shall be refunded to **Us**.

### CONDITIONS AND LIMITATIONS

1. **We** will not pay under more than one item in the Personal Accident Schedule of Benefits in respect of the same **Injury**.
2. If **You** are injured and as a result die within thirteen weeks of the date of an **Injury** less the amount of any benefit paid to **You** under the Personal Accident sections of this policy.
3. In the event of a claim **Our** appointed medical advisor(s) shall be allowed to examine **You** as often as may be deemed necessary.
4. For the purpose of this section:
  - 4.1 Loss of a limb shall mean the permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.
  - 4.2 Loss of an eye shall mean permanent and total loss of sight without hope of improvement; in both eyes, if **Your** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist; or In one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.



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## Section 4 – Baggage and Personal Effects

### WHAT IS COVERED

#### 1. Baggage and Personal Effects

**We** will pay **You** up to the sum insured shown in the Schedule of Benefits Table for loss of or damage to accompanied **Property**.

#### 2. Delayed Baggage

**We** will pay up to the sum insured shown in the Schedule of Benefits Table the cost of immediate necessities purchased or hired by **You** if **Your** travel baggage has not arrived at **Your** destination more than 12 hours after **Your** arrival. Any claim for permanent loss of baggage will be reduced by the amount of replacement necessities purchased or hired.

### CONDITIONS AND LIMITATIONS

1. **You** shall at all times exercise reasonable care in the supervision of the **Property**.
2. Claims settlements for articles lost or destroyed will be based on the cost price of comparable new articles, less an appropriate 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 Table.

### WHAT IS NOT COVERED

1. Loss of or damage to hired clothing and hired equipment of any kind.
2. Damage due to wear and tear or gradual deterioration.
3. Loss of or damage to household effects.
4. Electrical or mechanical breakdown or derangement.
5. Loss or damage to **Valuables** contained in baggage whilst **Your** baggage is outside **Your** control.
6. Theft or attempt of theft of **Valuables** when unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle or boat.
7. Loss of cash, currency, bank notes, travellers' cheques, passports, driving licenses, green card, petrol coupons, tickets, ski passes, securities and documents.
8. Confiscation or detention by Customs or other Authority.
9. **Property** covered by any other insurer or indemnifying organisation.
10. **Property** that is not accompanied by **You** on the **Trip**.

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

### WHAT IS COVERED

**We** will pay **You** up to the sum insured shown in the Schedule of Benefits Table for:

#### 1. Money and Travel Documents

Loss of money, travellers' cheques, passports, driving licenses, green card, petrol coupons, travel tickets and ski passes occurring during the **Trip**, including expenses directly associated with **Your** loss.

#### 2. Fraudulent use of Lost Credit Card

Loss resulting from the fraudulent use of any credit card, charge card or bankers' card owned or held by **You** during the **Trip**.

Cover for money and travel documents starts at collection or receipt by **You** or 72 hours prior to the commencement of the **Trip**, whichever is the later. Cover for money and travellers' cheques ceases after the conclusion of **Your Trip** or whilst in **Your** custody for up to 72 hours.

### WHAT IS NOT COVERED

1. Any loss not reported to the Police within 48 hours of discovery.
2. Money lost in exchange, or through errors or omissions in transactions or purchases.
3. Loss of money contained in baggage outside **Your** control.
4. Confiscation or detention by Customs or other Authority.
5. Any loss for 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 to the Issuing Company or Bank for any misplacement or loss.

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## Section 6 – Legal Expenses and Personal Liability

### 1. Legal Expenses

#### WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table for incurred legal expenses in the pursuit of claims for damages against third parties who have caused an **Insured Person's** death, bodily injury or illness through incidents occurring during the **Trip**.

**We** shall only be liable for expenses incurred with **Our** prior written consent, which will not be unreasonably withheld, but **We** reserve the right to withdraw from the proceedings at any stage and to limit **Our** liability to the

expenses incurred during the period up to but not beyond

the date of such withdrawal.

#### WHAT IS NOT COVERED

1. Legal expenses incurred by **You** without **Our** prior written approval.
  2. Claims against **Us** or anyone acting on **Our** behalf, or a travel agent, tour operator or carrier.
  3. The continued pursuit of any claim where **We** consider **You** do not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
  4. Legal actions between **Insured Persons**.
  5. Legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country.
  6. Legal expenses which constitute a valid claim under any other insurance policy beyond **Our** share of any claim costs.
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## 2. Personal Liability

#### WHAT IS COVERED

**We** will pay **Your** legal liability where **You** caused bodily injury to third parties and/or damage to their property arising from an accident whilst on **Your Trip**. **We** will indemnify **You** up to the sum insured shown in the Schedule of Benefits Table, inclusive of all associated legal expenses incurred with **Our** written consent.

If **Your Trip** includes activities on board a yacht or motorboat, **We** will include **Your** Personal Liability as

defined in Section 6(2) except where such liability is covered or would be covered by a Yacht or Motorboat Liability insurance or indemnifying organisation.

It is a condition of cover that **You** shall not admit any liability nor offer agreement to settle any claim without **Our** prior written consent.

#### WHAT IS NOT COVERED

1. Liability for bodily injury to **Your** employees or to any member of **Your** family or household.
  2. Liability for damage to property owned by, or in the care, custody or control of, **You** or any member of **Your** family or household. **We** will pay 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 the **Trip**.
  3. Liability arising out of the ownership, possession, custody or use of any aircraft, mechanically propelled or horse drawn vehicle (other than golf buggies), caravan, vehicular trailer, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies) and other than person to person bodily injury whilst on board any waterborne craft, firearm, animal (other than horses hired for hacking only), land, building or permanently or seasonally sited property of any kind.
  4. Any claims arising from Workers Compensation or similar Employee compensation schemes.
  5. Contractual liability.
  6. Liability arising out of or incidental to the practice of a profession or occupation or to the supply of goods or services.
  7. Liability that is covered under any other insurance, except for any excess beyond the amount which would have been covered under any other insurance had this insurance not been in force.
  8. Any punitive and exemplary damages in respect of the United States of America or Canada.
  9. Arising directly or indirectly in connection with any sporting event or similar, with the exception of any waterborne activities; or any fine or penalty.
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## Section 7 – Hi-jack and Kidnap

#### WHAT IS COVERED

**We** will reimburse **You** up to the sum insured shown in the Schedule of Benefits Table for each complete day 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**.

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## Section 8 – Winter Sports

**NOTE:** Section 8 only applies if You have purchased an Annual Multi-Trip Certificate which provides up to 7 days Bronze, 17 days Silver and 21 days Gold in total within the Period of Insurance or have paid an additional premium in respect of a Single Trip.

### WHAT IS COVERED

#### Winter Sports

### WHAT IS NOT COVERED

1. Competing in events on snow or ice; freestyle skiing; ski jumping; heli-skiing; ice hockey; the use of bob sleighs and skeletons; mountaineering or rock climbing normally requiring the use of ropes or guides.

#### 1. Equipment Hire

### WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table per day for the 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 sum insured shown in the Schedule of Benefits Table for theft or accidental damage to **Your** ski equipment which **You** have taken on the **Trip**.

### WHAT IS NOT COVERED

1. More than A\$ 250 for any single article or pair.
2. Theft from a public place or where the equipment is left unattended when not in a locked and secure location.
3. Any accidental damage whilst **Your** equipment is in use.

#### 3. Lift Pass

### WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table 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).

#### 4. Piste Closure

### WHAT IS COVERED

If all lifts in **Your** pre-booked ski resort are closed due to a lack of snow which means **You** have to travel to an alternative resort for skiing, **We** will pay up to the sum insured shown in the Schedule of Benefits Table for one of the following:

- 4.1 Travel costs to the nearest available ski resort; or
- 4.2 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 sum insured shown in the Schedule of Benefits Table 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. Any costs incurred at ski resorts less than 1,000 metres above sea level.

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## Section 9 – Yacht Charter Excess Waiver

**NOTE:** Section 9 only applies if You have purchased an Annual Gold or Silver Multi-Trip Certificate or have paid an additional supplement in respect of a Bronze or Single Trip.

### WHAT IS COVERED

If **You** sustain loss of or theft of or damage to a Chartered yacht or motor boat obtained under a recognised yacht or motorboat charter agreement, **We** shall indemnify **You** up to the sum insured shown in the Schedule of Benefits Table.

Cover is limited to the monetary amount **You** are legally liable to pay as an excess or deductible or deposit to that part of a Chartered yacht insured at the time of **Your Trip**.

### CONDITIONS AND LIMITATIONS

**We** will not pay a claim unless **You** have complied with all requirements of the yacht charter agreement and the chartered yacht 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 yacht.

### WHAT IS NOT COVERED

1. Any loss of or damage to a **Yacht** caused deliberately by **You**.
2. Any loss of or damage to a **Yacht** 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 rental.
3. Any loss of or damage to a **Yacht** due to a violation of the terms of the charter agreement.
4. Any claim arising out of racing unless the additional racing premium has been paid or Standard Cover Yachtsman's Gold / Silver is in force.
5. The standard **Excess** shown in the Schedule of Benefits unless racing, then the standard **Excess** shall be replaced with an amount equal to 25% of the total claim payable, subject to a minimum of A\$ 250.



## Activity and Sports List

Cover is available for the activities and sports listed below:

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

Activities and sports marked with an # are subject to:

If **Your Trip** includes activities on board a yacht or motorboat, **We** will include Personal Liability as defined in Section 6(2) except where such liability is covered or would be covered by a Yacht or Motorboat Liability insurance or indemnifying organisation.

The following list is not exhaustive and if **You** intend to participate in any activity not listed please tell **Us** so **We** can confirm if cover can be provided.

Abseiling	Go karting *	Rambling*	Indoor climbing
Angling	Golf	Rounders	Jet boating *
Archery	Handball	Running (non-competitive)	Karting *
Assault course	Hiking	Sailing and Powerboating	Mountain biking (no racing)
Badminton	Horse riding (excluding	(within and outside	Orienteering
Banana boating	racing, jumping and	territorial waters) #	Pony Trekking
Baseball	eventing)	Scuba diving (to 30 metres	Racket ball
Basketball	Hot air ballooning (as a	and accompanied)	Roller skating (including
Beach games	passenger)	Sea Canoeing	blading)
Bowling	Hovercraft *	Sledging	Rowing
Bungee jumping	Ice skating	Softball	Snorkelling
Canoeing	Jet skiing (no racing)	Swimming	Squash
Clay pigeon shooting	Kayaking (up to grade 2	Table Tennis	Surfing
Cricket	only)	Ten pin bowling	Tennis
Curling	Kite surfing *	Tug of war	Trekking (up to 4,000m)
Cycling	Mopeds or Motor Scooters	Walking	Volleyball
Deep sea fishing	(125cc and under)	Water-skiing	Water polo
Dinghy sailing	Netball	White water rafting (up to	Whale watching
Fell walking	Organised safari (without	grade 4 only)	Wind surfing
Fishing	guns)	Yachting (including yacht	
Football (amateur)	Paint balling *	racing and crewing within	
	Quad biking (no racing)	and outside territorial	
		waters) #	

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## General Exclusions

**We** will not pay any claim directly or indirectly caused or contributed to by:

1. **War** whether declared or not.
2. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - 2.1. The dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - 2.2. The release of pathogenic or poisonous biological or chemical materials.
3. **Winter Sports** unless a Bronze, Silver or Gold Certificate is purchased. Please refer to Section 8 – Winter Sports for details of cover and Exclusions
4. **You** or any person on whose health the **Trip** may depend, whose condition may give rise to a claim:
  - 4.1. has during the two years prior to the commencement of cover under this Certificate received or been referred for any treatment surgery, investigations or follow-ups at any hospital, surgery or clinic any of the following medical condition; or
  - 4.2. Asthma requiring inpatient treatment, bronchitis, any other lung or respiratory condition, diabetes mellitus, epilepsy or fits, any kidney or bladder disorder; or
  - 4.3. Any medical condition that is ongoing or from which **You** have suffered symptoms requiring in-patient treatment during the two years prior to the commencement of cover under this policy and/or any **Trip**; or
  - 4.4. Any cardiovascular problems, or other heart condition, hypertension, mental or psychological condition, cancer, any growth or form of malignancy or any cerebrovascular problems that had occurred at any time prior to the commencement of cover under this policy and/or prior to any **Trip**.
  - 4.5. (Including a person travelling with **You** or a **Relative**) being diagnosed with a terminal condition.
5. **You** or an Insured Person travelling against medical advice.
6. **You** or an Insured Person travelling for the purpose of receiving medical treatment.
7. **You** or an Insured Person 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, an Insured Person or a Relative happening after this policy is issued and before You travel. We have the right to alter the terms of cover in this instance.**
8. Flying, except as a passenger in an aircraft licensed to carry passengers.
9. Professional entertaining.
10. Travelling to a country where the Travel Advisory index (Website: [smartraveller.gov.au](http://smartraveller.gov.au)) lists the country as “Do not travel” or “Reconsider **Your** need to travel”.
11. Being under the influence of, or being affected by alcohol or drugs (unless such drug has been prescribed by a qualified **Medical Practitioner** but not for the treatment of drug addiction).
12. Attempting to commit or committing intentional self-injury or suicide.
13. Motor cycling (other than mopeds or motor scooters under 125cc hired during the **Trip**).
14. Mountaineering or rock climbing normally requiring the use of ropes or guides.
15. Driving a mechanically propelled vehicle in any kind of race.
16. The tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.
17. Pregnancy.
18. Taking part in manual labour or in any sport or activity not shown in the **Activity and Sports List** on page 17, or working aboard a Boat as full time crew or part time contracted crew for period exceeding 6 months. This exclusion does not apply to delivery crew.
19. Any criminal or illegal act by **You**.
20. Operational duties as a member of the armed forces.
21. Participating in professional sports.
22. Human Immunodeficiency Virus (HIV Directly or indirectly any injury, illness, death or loss or expense attributable to HIV or any HIV related illness including AIDS).
23. Deliberate exposure to exceptional danger (other than in an attempt to save human life).
24. Any claim whereby **You** have exceeded **Your** specified **Trip** duration unless due to circumstances outside **Your** control where cover will continue for a maximum of 30 days at no additional premium. A pro-rata additional premium will apply in the event of any claim.
25. **Trips** to the USA in excess of 89 days.
26. After the expiry of the **Period of Insurance** during which **You** reach age 79 years for Annual Multi-**Trip** Certificate and 79 years for Single **Trip** Certificate unless specifically agreed and additional premium paid.
27. Loss of or damage to vehicles or waterborne craft, their accessories or spare parts.
28. Any expense incurred after **You** have returned to Australia.
29. The Excess amount shown in the Schedule of Benefits Table.

## General Conditions

### 1. Observance – Failure to Comply with Insurance Policy Conditions

**You** must observe of all terms, provisions, conditions and endorsements of this policy or it may prejudice **Your** position to recover under any claim.

### 2. Information and Changes We Need to Know About

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** insurance. Please tell **Us** if there are any changes required to the information set out in **Your** schedule.

**You** must tell **Us** as soon as possible about any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**. When **We** are notified of a change, **We** will tell **You** if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

### 3. 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 reasonably possible 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:

**Gallagher Bassett Services Pty Ltd**  
GPO Box 14, Brisbane, Queensland 4001, Australia  
Tel: +61 7 3005 1691  
Email: [AHClaims@gbtpa.com.au](mailto:AHClaims@gbtpa.com.au)

Claim forms are also available via  
[www.topsailinsurance.com.au](http://www.topsailinsurance.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)20 7111 1100**

Email: [travelassist@sompocanopius.com](mailto:travelassist@sompocanopius.com)

### 4. Claims Co-operation

**You** shall provide assistance and co-operate with **Us** or **Our** representatives, in obtaining any other records **We** deem necessary to evaluate the incident or claim. In no event shall **We** be liable to pay any claim hereunder unless **You** co-operate with **Us** and/or **Our** representatives in the investigation of the claim.

### 5. Service of Suit Clause

- i. In the event of a dispute arising under this Insurance, the Underwriters at the request of the Insured Person will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- ii. Any summons notice or process to be served upon the Underwriters may be served upon: Lloyd's General Representative in Australia, Level 9, 1 O'Connell Street, Sydney, NSW 2000, Australia, who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.
- iii. If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

### 6. Travel Period

Unless otherwise stated in **Your** schedule, cover in respect of each **Trip** shall commence when **You** leave **Your** home or place of work whichever occurs last and terminates at the time **You** return to **Your** home or place of work whichever occurs first.

### 7. Access to Additional Materials

**You** shall provide **Us**, or **Our** designated representatives, all information, documentation, medical information that **We** may reasonably require at all reasonable times during the term of this Certificate, or until resolution of all claims, whichever is later.

### 8. Right to Medical Records and Medical Examination

Following notice of a claim, **You** shall provide, when requested by **Us**, all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a physician or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may reasonably request.

### 9. Fraudulent Claims

If **You** or any other person acting on **Your** behalf submits a claim under this Certificate that shall in any respect be false or fraudulent, **We** shall be under no liability to make payment in respect of such claim and **You** must pay back any benefit that **We** have already paid. If this happens **We** will not refund any premium.

## 10. Limitation

In no case shall **Our** liability in respect of **You** exceed the largest sum insured stated in the **Schedule**.

## 11. Cancellation

**We** will 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 Terms of Insurance Business for details of any fees which may be applicable.

## 12. Attestation Clause

Each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member if applicable has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this Certificate. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

## 13. Affordable Care Act

This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the policy. ACA requires certain United States citizens and United States residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. **You** should consult **Your** attorney or tax professional to determine if ACA's requirements are applicable to **You**.



Coverholder at **LLOYD'S**