

Cheap Travel Insurance

Combined Financial Services Guide Product Disclosure Statement includes Policy Wording

Financial Services Guide

This Financial Services Guide (FSG) has been designed to help **you** make an informed decision about whether to use the financial services provided by Cheap Travel Insurance and Cerberus Special Risks Pty Ltd (Cerberus). It contains information on how they are remunerated and how your complaints are dealt with.

This document includes this FSG and a Product Disclosure Statement (PDS). The PDS is designed to provide important information on the significant features and benefits of the policy to assist you to make an informed decision on whether to buy this product.

About Cerberus Special Risks

Cerberus, ABN 81 115 932 173, AFS Licence No 308461 of Level 5, 24 York St, Sydney, NSW 2000 Telephone 1300 625 229 is an Australian Financial Services Licensee authorised to deal in and provide financial product advice on general insurance products.

Cerberus has a binding agreement with certain Underwriters at Lloyd's, which allows it to issue, vary and renew travel insurance, and to handle claims for them. When providing these services, Cerberus acts for the insurer and does not act on your behalf.

About Cheap Travel Insurance

Cheap Travel Insurance Pty Ltd ABN 53 124 378 301, AR No. 338488 is an authorised representative of Cerberus. Cerberus has authorised Cheap Travel Insurance to provide general advice on and deal in this travel insurance product on behalf of Cerberus as its authorised representative. Cheap Travel Insurance acts on behalf of Cerberus, and therefore on behalf of the insurer, and does not act on your behalf.

The distribution of this FSG has been authorised by Cerberus.

Remuneration

Cheap Travel Insurance Pty Ltd has been appointed by Cerberus to provide marketing, administration and distribution services. Cheap Travel Insurance is paid a commission by Cerberus when you buy a policy. This is calculated as a percentage of the gross premium you pay (i.e. the premium and taxes) for the policy and is paid monthly.

The employees and representatives of Cheap Travel Insurance receive an annual salary including bonuses based on performance criteria which can include sales performance.

Cerberus is paid a commission by the insurer for arranging and managing travel insurance services on behalf of the insurer. This amount is calculated as a percentage of the gross premium you pay (i.e. the premium and taxes) for the policy and is paid monthly. If the insurer makes an underwriting profit in a given year, Cerberus can receive a profit commission based on the performance and profitability of all insurances placed by Cerberus. Employees of Cerberus receive an annual salary.

If you would like more information about the remuneration that Cheap Travel Insurance receives, please ring them on 1300 617 759. If you would like more details about the remuneration that Cerberus receives, please ring 1300 625 229. This request should be made within a reasonable period of time after this FSG is provided to you and before the financial services are provided by Cheap Travel Insurance.

If you have a complaint

If you have a complaint about the services provided to you by Cerberus or Cheap Travel Insurance, you should contact Cerberus which has an internal dispute resolution process designed to resolve any complaints or disputes that may arise. You may call Cerberus or you may send your complaint to Cerberus in writing at the address shown below.

If you are still dissatisfied after discussing your complaint with Cerberus, you may contact the Financial Ombudsman Service Limited (FOS), which is an independent external dispute resolution body. Information on contacting FOS is in the "Dispute resolution" section of the Policy Wording.

If you have a complaint about the insurance, a claim or the service provided by the insurer, please refer to the "Disputes Resolution" section of the Policy Wording.

How to contact us

Cheap Travel Insurance Pty Limited

Phone: 1300 617 759 (within Australia)

+61 2 8263 0475 (outside Australia)

Fax: (02) 8263 0444

Post: PO Box H2, Australia Square NSW 1215 Email: enquiriesAUS@cheaptravelinsurance.com.au

Cerberus Special Risks Pty Limited

Phone: 1300 625 229 Fax: (02) 8263 0494

Post: PO Box A975, Sydney NSW 1235 Website: www.cerberusspecialrisks.com.au

Professional Indemnity Insurance

Cerberus has professional indemnity insurance arrangements that cover errors and mistakes relating to its insurance services. The policy meets the requirements of the Corporations Act and provides cover for claims relating to the conduct of Cerberus, Cheap Travel Insurance and their employees, even after a person ceases to be

employed or authorised by them, provided that the claim is notified to the professional indemnity insurer when it arises and within the relevant policy period.

Date prepared

This FSG was prepared on 1 July 2014.

Product Disclosure Statement

About this document

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 includes 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.

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

Understanding this PDS and its important terms and conditions

To properly understand this PDS' significant features, benefits and risks **you** need to carefully read:

- About the available cover and benefits in the "Summary of Benefits" and the relevant Sections of the PDS applicable to the cover you choose (remember certain words have special meanings – see "Definitions");
- The Exclusions under each Policy Section applicable to the cover you choose and "General Exclusions Applicable to all Sections" (this restricts the cover and benefits);
- "Claims Conditions" and "Claims" (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" (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, claims queries/lodgements and our claims service guarantee, our privacy policy and our dispute resolution process, extension of your policy, your excess and when you should contact us concerning 24 hour medical assistance, overseas hospitalisation or medical evacuation).

Applying for cover

When **you** apply for the policy by completing **our** application, **we** will confirm with **you** things such as the period of insurance, **your** premium, and what cover options and **excesses** will apply.

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

This PDS sets out the cover **we** are able to provide **you** with. **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 gueries or want further information

about the policy, please contact Cheap Travel Insurance.

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 **trip**, and the number of persons covered.

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 set out separately in **your** Certificate of Insurance as part of the total premium.

Excess

An excess of \$100 applies for any one event.

Cooling-off period

Even after **you** have purchased **your** policy, **you** have cooling-off period rights (see "Important Matters" for details).

About us and the insurers

Cerberus Special Risks Pty Ltd (Cerberus) ABN 81 115 932 173 is an Australian Financial Services Licensee (no. 308461) authorised to deal in and provide general advice on insurance products.

This insurance is underwritten by certain Underwriters at Lloyd's (the insurers). Cerberus, a Lloyd's coverholder, has been authorised by the insurers to act on their behalf in arranging, issuing, varying and cancelling insurance products, and handle and settle claims.

The insurers are liable for the PDS section of this Combined FSG and PDS and Cerberus is liable for the FSG part.

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 something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

Date prepared

This PDS is effective 10 December 2015.

Policy Wording

Summary of benefits

This is only a summary of benefits. Please read the policy wording for the full terms and conditions of the coverage offered, including any applicable exclusions and limitations to cover.

Medical Expenses Incurred Overseas

Medical, emergency dental, hospital and ambulance costs and when agreed by **us**, medical evacuation **home** or to the nearest appropriate medical facility. Includes funeral and repatriation of mortal remains.

Cancellation Costs

Financial loss due to unforeseen cancellation of prepaid travel and accommodation arrangements. Includes conference/course fees not refunded as well as travel agency cancellation fees charged.

Frequent Flyer Points

Cover extends to pay the equivalent if **you** lose frequent flyer or equivalent points which **you** used to purchase **your** travel.

Additional Expenses

Expenses **you** incur due to **you** not being able to continue **your** travel due to the **injury** or illness of **you** or a member of **your travelling party**. Also expenses **you** incur if **your** transport is delayed due to severe weather or accident.

Luggage and Personal Effects

Accidental loss, damage or theft of **your** possessions. Includes emergency expenses if **your** luggage is delayed and losses due to fraudulent use of lost or stolen credit cards, travellers cheques. Note: Certain conditions and exclusions apply regarding **luggage and personal effects**. Please see "**Your** Policy Cover" for details.

Replacement Passport

Additional travel and accommodation costs if **you** lose **your** passport and **you** need to travel to the nearest passport issuing office.

Personal Liability

Protection for **you** being legally liable for injuring other people or causing damage to their property, including legal defence costs.

Schedule of Benefits

All amounts mentioned in this policy are in Australian dollars (AUD\$). This is a summary of benefits only. Please refer to the policy section for specific conditions of cover and a detailed explanation of what is not covered under each section. **You** should also be aware of General Exclusions which are applicable to all sections of this policy.

Selection	Benefit type	Single	Family	Excess
		Maximum amount payable		
1*	Medical Expenses Incurred Overseas#	Unlimited \$500	Unlimited \$500	\$100
	Emergency Dental What's not covered under this section			
2*	Cancellation Costs What's not covered under this section	\$1,500	\$3,000	\$100
3	Additional Expenses / Medical Evacuation What's not covered under this section	Unlimited	Unlimited	\$100
4*	Luggage & Personal Effects (sub-limits on laptop, notebook and hand held computers, video cameras and cameras up to \$1,500; all other items \$700) What's not covered under this section	\$2,500	\$5,000	\$100
5*	Personal Liability What's not covered under this section	\$1 million	\$1 million	\$100

^{*} sub-limits apply - refer to "Your Policy Cover".

Extension of Your Policy

If the scheduled transport in which you are to travel is delayed, or the delay is caused by an event that entitles you to make a claim under this policy, the insurance is automatically extended beyond the period of the **trip** stated in the Certificate of Insurance. The extension lasts until **you** are capable of travelling to **your** final destination, including the journey there, or for a period of six (6) months, whichever happens first.

Pre-existing Medical Conditions

This policy provides cover for unforeseen medical events only. No **Pre-existing Medical Conditions** are covered. **You** are not covered for any claim that **you** make that relates to a Pre-existing Medical Condition.

A Pre-existing Medical Condition means:

- An ongoing medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor);
- 3. Any condition for which **you** take prescribed medicine;
- 4. Any condition for which you have had surgery;

[#] Cover under Section 1 is not available for medical and/or dental expenses incurred in Australia.

- 5. Any condition for which **you** see a medical specialist; or
- 6. Pregnancy.

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

Travellers aged 66 years and over

No cover is available under this policy for travellers aged 66 years and over.

Traveller age refers to age at the date of policy issue, not the commencement of the journey.

Important Matters

Under **your** policy there are rights and responsibilities which **you** and **we** have.

You must read this PDS in full for more details, but here are some **you** should be aware of.

Who can purchase this policy

This policy is available to citizens or residents of Australia.

Cooling-off period

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

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

Confirmation of cover

To confirm any policy transaction, (if the Certificate of Insurance does not have all the information **you** require), call on 1300 617 759.

Your Duty of Disclosure

Before **you** enter into, vary or extend an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984.

When **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answering the questions.

When amending or extending **your** contract of insurance, **we** will ask **you** specific questions about any change in **your** circumstances. **You** must tell **us** about any change to something **you** have previously told **us**, otherwise **you** will be taken to have told **us** that there is no change.

You have this duty until **we** agree to insure, amend or extend the contract.

If you do not tell us anything you are required to tell us, 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.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (the Code), which is a self-regulatory code for insurers to adopt. Cerberus proudly supports the Code and embraces its objectives of raising the standards of practice and service in the insurance industry. **You** can obtain a copy of the Code from www.codeofpractice.com.au

Dispute resolution process

Should **you** have a complaint or dispute arising out of this insurance, please contact Cerberus on 1300 625 229. **We** will respond to **your** complaint within 15 business days, provided **we** receive all necessary information and have completed any investigation required. If **we** need more time, **we** will agree on a reasonable alternative timeframe.

If we were unable to resolve your concern through our internal dispute resolution process, you may refer your case to Lloyd's General Representative in Australia for consideration. If you are still not satisfied with the outcome and you purchased a policy in Australia, you may then request the matter be reviewed by the Financial Ombudsman Service Ltd (FOS): an independent body that operates nationally in Australia and aims to resolve certain insurance disputes. This service is free of charge to customers. Please note that you must register your dispute with the FOS within 2 years of receiving a decision from our internal dispute resolution team. Contact information for the Insurer and FOS is set out below under heading "Contact Details".

The Underwriters accepting this Insurance agree that:

 i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

- ii. any summons notice or process to be served upon the Underwriters may be served upon:
 Lloyd's Underwriters' General Representative in Australia
 Suite 2, Level 21
 Angel Place
 123 Pitt Street
 Sydney NSW 2000
 who has authority to accept service and to appear on the Underwriters' behalf;
- iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

Contacts

Insurer

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21, Angel PI, 123 Pitt St

Sydney NSW 2000 **Phone:** (02) 9223 1433

Financial Ombudsman Service Ltd

GPO Box 3, Melbourne VIC 3001

Phone: 1300 780 808 (National Toll Free)

Fax: (03) 9613 6399 Email: info@fos.org.au Website: www.fos.org.au

Claims and Enquiries

If **you** are admitted to hospital or **you** anticipate **you** will incur medical costs, **you** must immediately contact **our** emergency assistance service. For information about **our** worldwide 24 h**our** emergency assistance service, see "In Case of Emergency".

If **you** need to make a claim, follow the instructions below and under "Claims".

Claim forms are available:

- By calling Cheap Travel Insurance on 1300 617 759
- Online at www.cheaptravelinsurance.com.au

For claims purposes, evidence of purchase and the value of the property insured or the amount of any loss must be kept.

Please complete the claim form in full (answering all questions) to allow **your** claim to be processed. **You** must attach all supporting ORIGINAL documents, reports, receipts, valuations, other proof of ownership and value, any amount of any loss and any other information relevant to **your** claim to the claim form and send to the address below.

In the event of a claim immediate notice should be given to:

Cheap Travel Insurance Claims PO Box A975, Sydney NSW 1235 Phone: 1300 625 229

Claims processing

Your claim will be processed within 10 business days of **us** receiving a completed claim form and all necessary documentation. If **we** need additional information, a written request will be sent to **you** within 10 business days.

Privacy Notice

We are committed to protecting **your** privacy. **We** will not trade, rent or sell **your** information. **You** can check the personal information **we** hold about **you** at any time. For more information about **our** Privacy Policy, please visit **our** website,

www.cheaptravelinsurance.com.au or ask **us** for a copy.

Excess

We will not pay the first \$100 (the **excess**) for any one event. **We** do not offer the option to remove or buyout the **excess**, even for an additional premium.

24 Hour Worldwide Emergency Assistance

Our emergency assistance service is there to help with medical emergencies, locate the nearest medical facilities, arrange **your** medical repatriation home, guide **you** to a local consulate or embassy, keep **you** in touch with **your** family or just give some general help when **you** need it.

24 HOURS, 7 DAYS.

PHONE: +61 2 9234 3123 or +61 2 8256 1523 EMAIL: assist@cheaptravelinsurance.com.au

In an emergency situation, time is critical, so **you** or a member of **your travelling party** must contact **our** emergency assistance service (contact details above) as soon as it is practical following an **accident** or **you** becoming ill or **you** being hospitalised. They will need to assess **your** condition, so they will contact the hospital **you** are in to obtain necessary medical reports, and they may need to contact **your** GP at **home**.

Where **you** have not notified **our** emergency assistance service, **we** will not pay for any expenses, evacuation or airfares that have not been approved or arranged by **us**.

Subject to medical advice, **you** must follow the instructions of **our** emergency assistance team as to where **you** can be treated to ensure **you** receive quality medical care. **We** also have the option of returning **you** to Australia or evacuating **you** to another country if the cost of **your** overseas medical expenses could exceed the cost of returning **you** to Australia.

Where the costs are likely to be under \$2,000 and **you** do not require repatriation to Australia due to **your** medical or dental condition, **you** do not need to contact **our** emergency assistance service straight away. **You** can pay the costs **your**self, but keep all

receipts and obtain any medical reports to submit with **your** claim online while **you** are away or when **you** return.

Our emergency assistance service can also help **you** find a local consulate if **your** passport is lost or stolen as well as let **you** know what **you** need to provide **us** when **you** make a claim.

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:

- 1. The cover for Cancellation Costs begins from the time the policy is issued.
- 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.

Jurisdiction and Choice of Law

This policy is governed by and construed in accordance with the law of New South Wales, Australia and **you** agree to submit to the exclusive jurisdiction of the courts of New South Wales. **You** agree that it is **your** intention that this "Jurisdiction and Choice of Law" clause applies.

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 our "Definitions" below).

Definitions

Some words in this PDS and policy wording that have special meanings are defined here.

Accident means an unexpected, unintended, unforeseeable event causing **injury**. The accident must happen while **you** are on a **trip** and covered under the policy.

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

Amount Payable means the total amount payable for the policy in accordance with the rates set out in the Schedule of Benefits. It includes administration fees payable to the agent, stamp duty, policy issue fee, GST if applicable and the premium payable to the insurer.

Applicable Limit means the sum insured specified in

the Schedule of Benefits for the Plan selected on the travel insurance policy.

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

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

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.

Family means **you** and **your** travel partner named in the Certificate of Insurance and **your dependent** children/grandchildren under the age of 21, at the date of policy issue, travelling with **you**, listed as covered on **your** Certificate of Insurance.

Home means **your** usual place of residence in Australia.

Injury means a bodily injury caused solely and directly by violent, accidental, visible and external means, during **your** period of cover and which does not result from any illness, sickness or disease.

Insolvency means bankruptcy, provisional liquidation, liquidation, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection, stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

Luggage and Personal Effects means any personal items owned by you and that you take with you or buy on your trip 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.

Overseas means in any country other than **your** country of residence.

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

Pre-existing Medical Condition means:

- An ongoing medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor);

- 3. Any condition for which **you** take prescribed medicine;
- 4. Any condition for which **you** have had surgery;
- 5. Any condition for which **you** see a medical specialist; or
- 6. Pregnancy.

This definition applies to you, your Travelling Party, a Relative or any other person.

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

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

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

Single means covering **you** and **your** dependent children/grandchildren under the age of 21, at the date of policy issue travelling with **you** listed as covered on **your** Certificate of Insurance.

Sudden Illness or Serious Injury means a condition which first occurs during **your** period of cover and which necessitates treatment by a legally qualified medical practitioner and which results in **you** or any other person to which this Insurance applies being certified by that medical practitioner at the time as being unfit to travel or continue with **your** original **trip**.

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

Trip means the period of travel stated in the Certificate of Insurance. It begins on the date of departure as stated in the Certificate of Insurance and ends when **you** return to **your** normal place of residence, or when the period of the **trip** set out in the Certificate of Insurance ends, whichever happens first.

Unsupervised means:

- leaving your luggage with a person you did not know prior to commencing your trip
- leaving it in any position where it can be taken without your knowledge

 leaving it at such a distance from you that you are unable to prevent it being taken.

We, Our, Us, means certain Underwriters at Lloyd's who will deal with **you** through their agent, Cerberus Special Risks Pty Ltd.

You or **Your** means the person or people named in the Certificate of Insurance as well as their accompanying **dependent** children/grandchildren who are under 21 years of age at the date of policy issue.

General Exclusions Applicable to all Sections

We will not pay for any claims arising from or relating to the following:

- A loss which is recoverable by compensation under any workers compensation act or transport accident laws or by any Government sponsored fund, plan, or medical benefit scheme, or any other similar type legislation required to be effected by or under a law.
- 2. A loss arising from the failure of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their insolvency or the insolvency of any person, company or organisation they deal with.
- 3. Consequential loss of any nature including loss of enjoyment.
- 4. A loss resulting from a criminal or dishonest act by you or by a person with whom you are in collusion or if you have not been honest and frank with all answers, statements and submissions made in connection with your insurance application or claim.
- 5. A loss that 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.
- A loss that arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
- A loss that 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.
- 8. **Your** claim arises from errors or omissions in any booking arrangements or failure to obtain relevant visa, passport or travel documents.
- Your claim arises because you did not follow advice in the mass media of a 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's borders; or
 - of an epidemic or pandemic that results in you being quarantined and you did not take the appropriate action to avoid or minimise any potential claim under your policy (including

- delay of travel referred to in the warning). Please refer to www.who.int for further information.
- 10. A loss that arises from parachuting, sky diving, hang gliding, paraponting or travel in an air supported device other than as a passenger in a licensed passenger aircraft operated by an airline or charter company. This does not apply to hot air ballooning or parasailing.
- 11. Ongoing payments under Section 1 (Medical Expenses Incurred Overseas) if **we** decide on the advice of a doctor appointed by **us** that **you** are capable of being repatriated to Australia.
- 12. A loss, or theft of, or damage to:
 - a. cash, bank or currency notes, cheques or negotiable instruments (excluding Section 4 theft of cash);
 - b. unaccompanied luggage or personal effects;
 - c. property that you leave unsupervised in a public place or that happens because you do not take reasonable care to protect it;
 - d. luggage or personal effects, but only to the extent that you are entitled to compensation from the carrier responsible for the lost, theft or damage;
 - e. a video camera, mobile telephone, photographic equipment, personal computer or jewellery left unattended by **you** in a motor vehicle;
 - f. a video camera, mobile telephone, photographic equipment, personal computer or jewellery checked in to be held and transported in the cargo hold of any carrier (including any loss from the point of check-in until receipt of the said goods);
 - g. items from an unattended motor vehicle, unless taken from a locked boot or locked concealed luggage compartment of a station wagon, hatchback, van or motorhome, between sunrise and sunset local time and there is evidence of damage or forced entry which is confirmed by a police report; or
 - h. the luggage is fragile, brittle or an electronic component is broken or scratched unless either:
 - it is the lens of spectacles, binoculars, photographic or video equipment; or
 - the breakage or scratch was caused by a crash involving a vehicle in which you are travelling.
- 13. For loss, theft or damage which is not reported and a written report is not obtained within 24 hours of discovery from the police or the appropriate authority such as but not limited to the airline, accommodation manager, transport provider, airport authority, tour operator or guide.

- 14. Your claim arises from Pre-existing Medical Conditions.
- 15. **Your** claim arises out of pregnancy, childbirth or related complications.
- 16. Your claim arises from any medical procedures in relation to AICD/ICD insertion during overseas travel. If you, your travelling party or a relative (as listed on your Certificate of Insurance) requires this procedure, due to sudden and acute onset which occurs for the first time during your period of cover and not directly or indirectly related to a Pre-existing Medical Condition, we will exercise our right to organise a repatriation to Australia for this procedure to be completed.
- 17. Loss, wear and tear or depreciation of property or damage caused by the action of insects, vermin, mildew, rust or corrosion.
- 18. A loss arising from mechanical, electrical breakdown or a malfunction.
- 19. A loss arising from **your**, any of **your travelling party** or a **relative's** intentional exposure to a needless risk or lack of reasonable care, except in an attempt to save human life.
- 20. Delay, detention, seizure or confiscation by Customs or other officials.
- 21. The cost of medication in use at the time the **trip** began or for maintaining a course of treatment **you** were on prior to the **trip**.
- 22. Loss, theft or damage to anything shipped as freight or under a Bill of Lading.
- 23. If **your** claim arises directly or indirectly from a sexually transmitted disease.
- 24. If **your** claim arises from or is any way related to depression, anxiety, stress, mental or nervous conditions.
- 25. Events for which the provision of cover or a liability to pay a benefit would expose **us** and/ or **our** reinsurer(s) to any sanction, prohibition or restriction under United Nations resolutions or any sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

Nor will we pay any claim:

- 1. If you, a relative or a member of your travelling party:
 - a. commits suicide, attempts to commit suicide or deliberately injures himself or herself;
 - b. is under the influence of, or is addicted to, intoxicating liquor or a drug, except a drug taken in accordance with the advice of a registered medical practitioner;
 - c. takes part in a riot or civil commotion;
 - d. acts maliciously:

- e. races (except on foot); mountaineers or rock climbs – using support ropes; or takes part in a professional sporting activity;
- f. rides a motor cycle (except as a pillion passenger) without a licence that is valid in the relevant country; or
- g. dives underwater using an artificial breathing apparatus unless you hold an open water diving licence or you were diving under licensed instruction.
- 2. For any costs or expenses incurred outside the period of the **trip**.

Claims Conditions

- 1. In the event of a claim you must:
 - a. contact our emergency assistance service on the contact number at page 7 as soon as you are admitted to hospital or you anticipate your medical expenses are likely to exceed AUD\$2,000.
 - b. collect a written medical report/summary from a treating doctor which explains the diagnosis provided, medical tests requested and treatment given.
 - c. give **us** written notice as soon as possible of an event that may result in a claim;
 - d. you must give us, if requested by us, any information we ask for to support your claim, in such form as advised by us including police reports, valuations, medical reports/certificates, original receipts or proof of ownership;
 - e. give **us your** Certificate of Insurance and any information that **we** reasonably ask for;
 - f. not make any promise or offer of payment, or admit fault to anyone, or become involved in any litigation, without our consent; or
 - g. **You** must take all reasonable steps to prevent or minimise a claim.
- Once the Certificate of Insurance has been issued you are not entitled to a refund of any part of the amount payable except as provided for under the Cooling-Off Period section.

Your Policy Cover

Section 1: Medical Expenses Incurred Overseas

1. We will pay the reasonable cost of emergency medical, hospital, road ambulance or other treatment you actually and necessarily received during the trip because you suffered a sudden illness or serious injury. You must make an effort to keep your medical expenses to a minimum. If we determine that you should return home to Australia for treatment and you do not agree to do so then we will pay you the amount which we determine would cover your medical expenses and/or related costs had you agreed to our recommendation. You will then be responsible for any ongoing or additional costs relating to or arising out of the event you have claimed for. However:

We will only pay for treatment received and/or hospital accommodation during the 12 month period after the **sudden illness** first showed itself or the **serious injury** happened.

The treatment must be given or prescribed by a registered medical practitioner or paramedic.

- We will also pay the cost of emergency dental treatment up to a maximum amount of \$500 per person per trip for dental costs incurred which the treating dentist certifies in writing is for the relief of sudden and acute pain to sound and natural teeth.
- 3. **We** will pay up to \$12,000 in total for **your** burial or cremation **overseas**, or the transporting of **your** remains back to Australia.

Please note we will not pay for any costs incurred in Australia.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits for the Plan you have selected.

For what we will not pay in this Section please refer to Exclusions to Sections 1, 2 and 3 and General Exclusions to all Sections.

Section 2: Cancellation Costs

- We will pay the value of the unused arrangements, less any refunds due to you if you have to cancel any prepaid transport or accommodation arrangements, due to any unforeseen or unforeseeable circumstances outside of your control.
- 2. We will pay the reasonable cost of rearranging your trip prior to the commencement of your trip because something unforeseen and outside of your control occurs, provided that this cost is not greater than the cancellation fees or lost deposits which would have been incurred had the trip been cancelled.

- 3. **We** will pay the cancellation cost of tuition or course fees if the sole purpose of **your trip** is to attend that course and that course is cancelled due to circumstances outside of **your** control.
- 4. **We** will pay the travel agent's cancellation fees up to 10% of the amount paid to the travel agent or up to the maximum limit shown in the Schedule of Benefits, whichever is the lesser; when all monies have been paid or the maximum amount of the deposit has been paid at the time of cancellation. **We** will not pay any travel agent's cancellation fees above the level of commission or service fees normally earned by the agent had the **trip** not been cancelled.
- 5. We will pay you for loss of frequent flyer or similar air travel points you used to purchase an airline ticket following cancellation of your air ticket and you cannot recover the lost points from any other source. The cancellation must be due to unforeseen or unforeseeable circumstances outside of your control. We calculate the amount we pay you by multiplying:
 - the cost of an equivalent class airline ticket based on the quoted retail price at the time the ticket was issued, less your financial contribution;
 - by the total value of points lost divided by the total value of points used to obtain the ticket.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits for the Plan you have selected.

For what we will not pay in this Section please refer to Exclusions to Sections 1, 2 and 3 and General Exclusions to all Sections.

Section 3: Additional Expenses/Medical Evacuation

This Section only covers **you** for **reasonable** additional travel or accommodation expenses that result directly from one of the following events:

- 1. You being unable to continue the trip because of the death, sudden illness or serious injury of:
 - a. You or a member of your travelling party; or
 - b. A **relative** or business partner or person in the same employ as **you**, who is resident in Australia or New Zealand, provided that the **sudden illness or serious injury** required hospitalisation or confinement; and in the case of a business partner or person in the same employ, the person's absence made the ending of the **trip** necessary and **you** have written confirmation of that fact from a senior partner or director.
- 2. The need, because of a sudden illness

- or serious injury, resulting in you being hospitalised as an in-patient, for a relative or friend to travel to, remain with, or escort you in place of the attending physician. You must have written advice from the attending physician and our consent.
- 3. Cancellation or restriction of scheduled public transport services caused by severe weather, natural disaster, hijacking, riot, strike, or civil commotion. The event must have begun after we issued the Certificate of Insurance. You must have done everything reasonable to avoid the expenses and you must get the carrier's written confirmation of your claim.
- Motor vehicle, railway, air, or marine accident.
 You must have written confirmation of the accident from an official body in the country where the accident happened.
- Loss (excluding Government confiscation) of passports, travel documents or credit cards, but limited to expenses incurred within the country where the loss occurred in having the documents replaced.
- A member of your travelling party who is a fulltime student being required to sit supplementary examinations.

We will pay you if you have to interrupt your trip after it has begun, for your necessary additional travel, accommodation, repatriation and meals that you undertake with our consent. Travel expenses for your return home or evacuation, are only covered if the attending physician advises us in writing that as a result of sudden illness or serious injury you are unfit to continue the trip. The following rules apply:

- 1. **We** will not pay for the cost of resuming the **trip** after **you** have returned to Australia.
- 2. Additional travel must be at the fare class originally chosen, except where we agree otherwise based on a written recommendation by **your** attending physician.
- 3. If you do not have a return ticket at the time of the event that causes you to return to Australia, we will deduct the cost of an economy class airfare at the carrier's regular published rates for the return trip. We will use your return ticket if this reduces our costs.
- 4. We will not pay for additional transport or accommodation expenses when a claim is made under Section 2 Cancellation Costs, for cancelled transport or accommodation expenses covering the same period of time.
- 5. Benefits are payable for a period up to 12 months from the date **your trip** was interrupted.

Exclusions to Sections 1, 2 and 3

We will not pay a claim that arises because of any of the following:

- You have received medical care under a reciprocal national health scheme. Reciprocal Health Agreements are currently in place with the following countries; Finland, Italy, Malta, the Netherlands, Norway, Sweden, the Republic of Ireland, the United Kingdom and New Zealand.
- 2. Despite **our** advice otherwise, **you** received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see www.medicareaustralia.gov.au for further information.
- 3. Medical and/or dental costs incurred in Australia.
- 4. **You** travel even though **you** know **you** are unfit to travel, travel against medical advice, travel to obtain medical treatment or **you** arrange to travel when **you** know of circumstances that could lead to the **trip** being disrupted or cancelled.
- 5. **Your** claim arises directly or indirectly from any injury, sudden illness or serious injury where a metastatic or terminal prognosis was made prior to the issue of the Certificate of Insurance.
- 6. **Your** claim arises out of pregnancy or related complications.
- 7. Dental treatment involving the use of precious metals or for cosmetic dentistry.
- 8. A tour operator or wholesaler is unable to complete arrangements for a tour because there are not the required number of people to begin or complete a tour or **trip**. This does not apply in relation to prepaid travel arrangements bought separately to reach the departure point for the tour or other travel arrangements.
- 9. A loss that arises directly or indirectly from an act or threat of terrorism. This exclusion only relates to Section 2 Cancellation Costs.
- 10. Delays, rescheduling or cancellation of scheduled transport services caused by the **carrier** or related to the **carrier** including maintenance, repairs, rescheduling, service faults, industrial activity other than a strike or corporate takeover.
- 11. Financial, business, professional or contractual arrangements. This exclusion does not apply to claims under Section 2 where:
 - a. you or a member of your travelling party are made redundant from full- time permanent employment in Australia provided you or they were not aware that the redundancy was to occur before you purchased this policy; or
 - b. where **you** are a full-time permanent employee and prearranged leave is cancelled by **your** employer.
- 12. Which arises from a lack of due care and responsibility on **your** part by neglecting to

- observe appropriate preventative measures for the travel region, as outlined by the World Health Organisation including relevant vaccinations, malaria prophylaxis, and hygiene measures. Please see www.who.int for further information.
- 13. **You** or a member of the travelling party changes plans or decides not to continue with the **trip**.
- 14. The financial collapse of any transport, tour or accommodation provider.
- 15. You have been instructed by your medical practitioner that you are unfit to travel and you fail to promptly cancel your prebooked travel, you will be responsible for any extra cost (including cancellation charges) incurred from your failure to promptly cancel the prearranged travel.

You must check General Exclusions Applicable to All Sections for other reasons why we will not pay.

Section 4: Luggage and Personal Effects We will pay you for each of the following:

- 1. Accidental loss, theft of, or damage to your luggage and personal effects including things you buy during the trip, whilst they are accompanying you. We are entitled to choose between repairing, replacing the property, or paying you its value in cash, after allowing for wear, tear, and depreciation. Any payment however will not exceed the original cost price of the item. The limits in total, for a camera, video camera or personal computer, and for any other item are set out in the Schedule of Benefits. A pair or related set of items are 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.

The maximum amount we will pay for any item (item limit) is:

 \$700 under all Plans (except where the item is a laptop, note book, handheld computer, camera or video camera).

However, if we are to pay a claim, you must:

- a. keep receipts for goods you buy separate from the goods themselves;
- b. keep any relevant ticket and luggage check and give them to us;
- c. provide evidence of the value and **your** ownership of the goods;
- d. if an airline loses or damages **your** accompanying luggage, report it in writing to the airline within three days; and limit is \$1,500)

- e. get written confirmation that **you** made the report, and give it to **us**, with details of any settlement that they make in relation to the loss or damage.
- 2. Theft of cash up to \$250 providing **you** obtain a police report confirming the theft has occurred.
- 3. Loss of dentures or dental prostheses up to \$800.
- 4. Essential items bought because **your** luggage is temporarily lost or delayed (not permanently lost) by the **carrier** for more than 12 hours. This does not apply on the leg of **your trip** that brings **you** to **your home** in Australia. **We** will not pay more than \$250 for the **Single** Plan (\$500 for the **Family** Plan) if the delay is more than 12 hours, or more than \$500 for the **Single** Plan (\$1,000 for the **Family** Plan) if the delay is more than 72 hours. **You** must give **us** relevant receipts and written confirmation of the length of the delay from the appropriate authority. No **excess** applies to this benefit.
- Financial loss you suffer because of loss, theft, or fraudulent use, of your travel documents, travellers cheques, passport, or credit cards after they have been accidentally lost or have been stolen. We will not pay more than \$2,000. You must comply with any conditions of the issuing body.
- The reasonable additional costs in obtaining a replacement passport or travel document following the accidental loss, theft or damage of your passport whilst outside Australia up to \$2,000. No excess applies to this benefit.
- In the event that a claimable loss, theft, or damage to your luggage and personal effects is incurred, we will allow you one automatic reinstatement of the sum insured for the Plan selected.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits for the Plan you have selected.

Exclusions to Section 4

We will not pay for a claim that arises because of any of the following:

- 1. Loss, theft of or damage to watercraft of any type (excluding surfboards).
- 2. Damage to sporting equipment (including surfboards) while in use except snow skiing or golf equipment.
- Breakage or damage to snow skiing or golf equipment over three years old.
- 4. Loss of luggage not reported to the transport provider, police, hotel or appropriate authority within 24 hours of **you** becoming aware of the loss and where no written report is obtained.

You must check General Exclusions Applicable to All Sections for other reasons why we will not pay.

Personal Liability - Section 5

We will pay you for any amount due to your legal liability up to the maximum benefit to pay damages or compensation because your negligence during your trip causes:

- Injury to a person who is not a member of your family or travelling party; or
- Loss or damage to property that is not owned by you or a member of your family or travelling party, or is not in your or their custody or control.

We will also reimburse your reasonable legal costs and legal expenses for settling or defending the claim made against you. We decide whether the costs were reasonable. You must not accept any liability without our prior approval.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits for the Plan you have selected.

Exclusions to Section 5

We will not pay for a liability:

- 1. Arising out of your trade, business or profession.
- 2. For injury to an employee arising out of, or in the course of, their employment by **you**.
- 3. Arising out of an unlawful, wilful or malicious act by **you**.
- 4. Arising out of **your** ownership, possession or use (including as a passenger) of a mechanically propelled vehicle, or any aircraft or watercraft.
- 5. Arising out of **you** passing on an illness or disease to another person.

You must check General Exclusions Applicable to All Sections for other reasons why we will not pay.

Claims

How to make a claim

You must give us notice of your claim as soon as possible by completing the claim form supplied by our Customer Service department and posting to the address shown on the claim form. If the claim form is not fully completed by you, we cannot process your claim.

If **you** do not, **we** can reduce **your** claim by the amount of prejudice **we** have suffered because of the delay.

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.

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.

- 1. For medical, hospital or dental claims, contact **our** emergency assistance service as soon as practicable.
- 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.
- 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.
- 4. Submit full details of any claim in writing within 30 days of **your** return.

Claims are payable in Australian dollars to you

We will pay all claims in Australian dollars. We will pay you unless you tell us to pay someone else. The rate of currency exchange that will apply is the rate at the time you incurred the expense.

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.

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 we 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.

Depreciation

Depreciation will be applied to claims for **luggage** and personal effects at such rates as reasonably determined by Cerberus.

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**.

Business travellers - 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.

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 Cerberus on 1300 625 229.

IN CASE OF EMERGENCY

PHONE: +61 2 9234 3123 or +61 2 8256 1523 EMAIL: assist@cheaptravelinsurance.com.au

For emergency assistance from anywhere in the world, simply dial the number above reverse charge (collect) via the local operator.