

# Columbus Direct Travel Insurance



## Combined Financial Services Guide and Product Disclosure Statement, including Policy Wording

Effective Date: 10<sup>th</sup> April 14

This document is the combined Financial Services Guide and Product Disclosure Statement, including Policy Wording. Please take the time to read it carefully along with the other documentation we provide to you. If you have any queries you should contact us.

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Underwritten by certain underwriters at Lloyd's

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# Financial Services Guide

This Financial Services Guide (FSG) provides you with important information to help you decide whether to use the financial services offered by Columbus Direct Travel Insurance (Columbus Direct). It contains information about:

- o who we are and how you can contact us;
- o the services that we are authorised to provide under our Australian Financial Services Licence and how we provide them;
- o the remuneration we, and any other relevant parties, receive in providing these services to you;
- o how we protect your privacy;
- o how we handle complaints; and
- o our professional indemnity insurance arrangements.

## About us

Columbus Direct Travel Insurance Pty Limited 'Columbus Direct' (ABN 99 107 050 582) is an Australian Financial Services Licence Holder (AFS Licence Number 246636) authorised to provide general financial product advice and deal in general insurance products. Columbus Direct Travel Insurance is underwritten by certain underwriters at Lloyd's (the insurers). Columbus Direct is authorised by them, under binder agreement (no. 524/CSPXXXX24614), to arrange, issue, vary and cancel these products on their behalf.

## The services we provide

In providing this travel insurance we do not consider whether it meets your own personal objectives, financial situation and needs, as we do not act on your behalf. As a result, you should carefully consider the appropriateness of any information or general advice we give you, having regard to your objectives, financial situation and needs, before acting on it. You need to read all the relevant policy documentation (including the PDS) to decide if the insurance is suitable for you.

When you purchase a policy you are charged a specific premium for the travel insurance you select (plus any relevant taxes or duty). Columbus Direct receives a proportion of that premium from the insurers for promoting and administering the insurance on their behalf. Columbus Direct employees and representatives receive an annual salary. In addition to this they may receive a bonus based on a number of performance criteria including sales and customer service.

Columbus Direct may also pay other persons who refer their customers to us a commission which is a percentage of the premium received by us or an agreed fee. From time to time we may also run promotions that offer incentives such as gift vouchers to customers who recommend their friends or colleagues. With all third party introductions these remunerations are only paid should the customer purchase a policy.

If you would like more detail about these remunerations please contact us. This request should be made within a reasonable time of this FSG having been made available to you and before the financial services are provided.

## Our contact details

Columbus Direct Travel Insurance Pty Ltd  
PO Box 1206, Crows Nest NSW 1585, Australia  
Australia: 1300 669 999  
New Zealand: 0800 55 99 11

The insurers can be contacted  
c/o Lloyd's General Representative for Australia  
Suite 2, Level 21 Angel Place,  
123 Pitt Street, Sydney NSW 2000, Australia  
Tel: +61 (2) 9223 1433

## How we protect your privacy

Columbus Direct requires certain personal information in order to properly address your insurance needs. We keep a record of your personal profile and are committed to ensuring the privacy and security of the personal information you have provided to us.

You have the right to request access to your personal information and advise us of any required updates. A copy of our full Privacy Policy is available at our website or by contacting us.

## How we handle complaints

If you should have a complaint regarding us, or any issue in respect of your insurance, you should follow our Internal Dispute Resolution (IDR) process, a copy of which is available on request.

In the first instance this means contacting us to advise us of your complaint. We will then provide you with a full copy of our IDR process explaining the steps in our IDR and the associated timeframes within which we will respond. Dependent on the nature of your complaint we may request you put it in writing to help us in investigating and resolving it.

If you purchased a policy in Australia:

After contacting us, if you remain dissatisfied with the outcome, you should contact Lloyd's General Representative for Australia at the address shown above.

If after contacting Lloyd's Australia, you remain dissatisfied Lloyd's will provide you with full details on contacting the Financial Ombudsman Service (FOS). The FOS is an independent body that operates nationally in Australia and aims to resolve certain insurance disputes. This scheme is free of charge to customers.

Financial Ombudsman Service Limited (FOS)  
GPO Box 3, Melbourne VIC 3001  
Phone: 1300 780 808  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Web: [www.fos.org.au](http://www.fos.org.au)

If you purchased a policy in New Zealand:

After contacting us, if you remain dissatisfied with the outcome, you should write to: Lloyd's General Representative in New Zealand, c/o Hazelton Law, Level 1, 11-17 Bolton Street, PO Box 5639, Wellington, New Zealand.

The above outlines the key steps in our Dispute Resolution Process. A full copy of this document is available at our website or on request.

## Our professional indemnity insurance arrangements

Columbus Direct and its representatives (including its authorized representatives) are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act. Subject to its terms and conditions, the insurance will continue to cover claims in relation to Columbus Direct's representatives/employees who no longer work for it (but who did at the time of the relevant conduct).

## Product Disclosure Statement

A Product Disclosure Statement (PDS) is a document required by the Corporations Act 2001 (Cth) and contains information to help you make an informed decision on whether to buy the policy.

### About us and the insurers

Columbus Direct Travel Insurance Pty Limited (ABN 99 107 050 582) ("Columbus Direct") is an Australian Financial Services Licence holder (No. 246636), authorised to provide general financial product advice and deal in general insurance products.

This travel insurance is underwritten by certain underwriters at Lloyd's (the insurers). Under a binding authority with the insurers, Columbus Direct is authorised by them to arrange, issue, vary and cancel these products on their behalf. The insurers can be contacted c/o Lloyd's General Representative, Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney NSW 2000, Australia.

If you need information about this insurance, in the first instance you should contact us at the details set out below.

### How to contact us

Australia	☎ 1300 669 999
New Zealand	☎ 0800 55 99 11
From overseas	+61 2 9463 3399
Email	admin@columbusdirect.com.au
Post	Columbus Direct, PO Box 1206, Crows Nest, NSW 1585, Australia
Fax	+61 (0)2 9966 4484
AUS Website	www.columbusdirect.com.au
NZ Website	www.columbusdirect.co.nz

## Understanding this insurance

To determine if this insurance is appropriate for your needs, it is important that you carefully read and understand the following sections:

- **Product Disclosure Statement** which contains information to help you understand this insurance (pages 3-8);
- **Words that have special meaning** which sets out the defined terms in this insurance (page 8);
- **Policy Cover** which sets out the cover provided under each section of the policy and the exclusions that apply to each section (pages 9-15);
- **General Exclusions that apply to all Sections** which sets out what is not covered under this insurance (page 15);
- **General Conditions that apply to all Sections** which sets out general terms and conditions that apply to this insurance which you and we must comply with. If you do not comply with these, we may refuse to pay or reduce a claim and cancel your policy (page 16);
- **24-hour Medical Emergency Assistance and How to make a Claim** - which explain what you must do to make a claim, and set out some important information in respect of medical emergencies (page 17).

### Applying for cover

When you apply for this insurance - either by telephone or via the web site - we will collect certain information from you to decide the terms of cover that we will provide. We will confirm with you things such as the period of insurance, the appropriate region of cover, those to be insured, the premium (see below), what cover options, limits and excesses will apply, and any standard terms that have been varied by way of endorsement.

#### Eligibility

To be eligible for this Policy, you must:

- Have resided in your Country of Residence (either Australia or New Zealand as declared) for at least 3 months and the trip must be departing from and returning there (unless you are applying, by phone, for One-Way Trip cover).
- Be no more than 84 years old at the date of purchase.

You are not eligible for this Policy if you:

- Are already overseas or have commenced your trip.
- Do not intend to return to your Country of Residence (either Australia or New Zealand as declared) at the end of your overseas trip (unless you are applying, by phone, for One-Way Trip cover).
- Are under 18 and are travelling without being accompanied by an adult.
- Are travelling against medical advice.
- Have been given a terminal prognosis.
- Are travelling with the intention of (or in any case do) obtain elective medical treatment (including any cosmetic or dental procedures) or for convalescent care.

## The premium payable

You will be told the premium payable when you apply. The premium must be paid by the time we tell you, when you apply. In calculating the premium we take into account a number of factors; these include the destination and duration of your trip, the number of people to be insured and whether you require additional cover for winter sports, other sports and leisure activities or in respect of the Pregnancy Extension. The premium also includes amounts in respect of our actual or estimated obligation to pay stamp duty, GST and any other government taxes or levies (where applicable).

## Sports/Leisure Activities Pack

Many amateur sports and leisure activities are covered at no additional cost under this insurance (eg. surfing, bungee jump, rafting to grade 3, parasailing). If you pay an additional premium you can extend cover to additional amateur sports and activities such as football/soccer, rugby and rafting to white water grade 5. A list of the activities covered as standard and those that require the additional premium are included at Section 15 – Sports/Leisure Activities Pack. It should be noted that there are certain more hazardous activities for which we cannot provide cover. These include, but are not limited to, cycle touring, climbing, motorsports, boating outside coastal waters and any other leisure activity where there is a significant risk of bodily injury. If in doubt you should contact us.

## Winter Sports Cover

Provided that you pay the appropriate additional premium you can also choose to be covered under Section 16 Winter Sports Cover which extends cover under all cover sections of this policy to cover certain winter sports activities and provides additional cover for ski equipment, piste closure, delay due to weather conditions and other winter sports related cover.

## Pregnancy

Pregnancy of an Insured Person in itself is not considered a Pre-Existing Medical Condition under this policy. There is certain cover for pregnancy under this policy in respect of medical expenses, cancellation and curtailment costs of those to be insured as outlined below. However there is NO cover available under any section of the policy for a pregnancy where any of the following pregnancy exclusions apply:

- you are travelling against doctor's advice;
- complications exist with the pregnancy at the time the insurance is purchased or the Trip is booked, whichever is the later;
- it is a multiple pregnancy.

This policy provides certain cover as standard for unexpected medical complications (excluding childbirth at any gestation and care of a newborn) where none of the above pregnancy exclusions apply and where:

- your trip does not extend beyond the 26th week of pregnancy;

- the pregnancy did not result from assisted reproductive programmes.

## Pregnancy Extension Option

If you have applied for and paid the appropriate additional premium, this policy extends to provide certain cover for unexpected costs (including childbirth and care of a newborn born during a Trip) for a pregnancy where none of the above pregnancy exclusions apply, and where your trip does not extend beyond the 30th week of pregnancy.

## Working Overseas

Our travel insurance allows you to carry out non-manual, non-hazardous work whilst on your trip. However there is no cover for personal liability whilst working. If you are unsure as to what we would consider manual or hazardous work you should contact us.

## One-Way Trip Cover

If you are planning to permanently move overseas, One-Way travel insurance is available (via phone application only) to cover the trip from your current Country of Residence to the country you are relocating to. For the purpose of One-way policies 'Trip' means a holiday or journey outside your Country of Residence which starts from your Home and ends immediately upon arrival at the country of your final destination (as declared to us), during the Period of Insurance stated in the Schedule. Any repatriation covered under Section 2 of the policy will be to the most appropriate destination (being your final country of destination, Country of Residence or country of citizenship) as determined by us. On arrival in that country all cover under this insurance will end.

## Travel Advisories

You should refer to the Government travel advisories in respect of the areas you are travelling to as there is no cover under this insurance if you travel to a destination where your Government is advising against travel.

Australia            [www.smartraveller.gov.au](http://www.smartraveller.gov.au)

New Zealand        [www.safetravel.govt.nz](http://www.safetravel.govt.nz)

## Cooling off period and cancellation rights

Should you purchase a policy from us you will have 19 days from the date of issue of the policy to decide whether it meets all your particular requirements. If you are not satisfied with the insurance for whatever reason we will give you a full refund provided that no claims have been made, you have not commenced your trip and you return your policy documents to us along with written confirmation of your cancellation. After this time you are not able to cancel the policy.

We may cancel a policy where permitted by the Insurance Contracts Act. For example, if you breach your duty of disclosure, make a misrepresentation to us, act fraudulently or breach a term and/or condition of the policy.

## Policy extensions

Trip dates can be amended/extended by phone prior to departure. Should you wish to extend your policy after you have commenced your trip you should contact us to request extension application forms which should be completed, signed and returned at least 5 working days prior to the expiry of your existing policy. Any trip can only be extended once, and the maximum term of the extension is 12 months (unless you are over the age of 70, or on a Domestic Trip, in which case the entire trip length is limited to 62 days).

There is no guarantee that you will be granted an extension. In certain circumstances the insurer may refuse an extension, for example where

- you are over 85 years of age at the time of applying;
- there has been a change in your health status – including new medical conditions – since your policy was issued;
- you have made a claim or are aware of a potential claim resulting from your original policy;
- there has been a change to your personal circumstances which would impact our decision to continue to insure you.

Extensions are priced based on the rates applicable to a new policy at the time of the extension. The policy cover limits and Combined FSG and PDS, including Policy Wording applied to the extension will be that which is effective at the date the extension is issued.

In the event of a covered Travel Delay on your homeward journey the Period of Insurance will be automatically extended to cover you for a maximum of up to seven additional days.

## Summary of Cover

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The following is a summary of the types of cover provided for by this insurance, and the conditions and exclusions that apply. It is important to note that it provides a summary only and you should read the policy documentation in full.

**Cancellation and Curtailment Costs** - Loss of irrecoverable deposits and payments made in advance for unused travel and accommodation as a result of certain unforeseen and unforeseeable circumstances.

**Overseas Medical Expenses and Emergency Repatriation and Other Expenses** - Overseas medical, emergency dental, hospital and ambulance costs and, when approved by us, emergency repatriation should you sustain injury or suffer an illness. Cost of additional accommodation and travelling costs for one person required upon medical advice to stay with, travel to, or escort you home. Cost of local burial or repatriation of mortal remains.

**Hospital Cash Allowance** - A daily cash benefit paid to cover incidental expenses (eg. magazines, food etc.) if you are hospitalised for more than 24 hours.

**Personal Accident Benefit** - A lump sum benefit should you sustain accidental bodily injury that, within 12 months of the date of the injury, is the sole and direct cause of death, loss

of sight, loss of limb(s) or permanent total disablement, as defined.

**Personal Baggage** - Accidental loss, damage or theft of your personal belongings. Sub-limits apply to certain electrical items and valuables as outlined.

**Delayed Baggage** - Reasonable costs to buy replacement necessities should your luggage be delayed on the outward journey by more than 6 hours from the time of your arrival at destination.

**Personal Money** - Theft of your personal money and loss, theft or damage to your passport or other travel documents (as defined). Note: there is no cover in respect of credit cards.

**Personal Liability** - Legal liability resulting from your causing accidental injury to other person(s) or damage to their property.

**Legal Advice and Expenses** – Related directly to legal proceedings seeking compensation and/or damages following your injury or death.

**Travel Delay** - A cash benefit for additional expenses should your scheduled carrier be delayed for more than 6 hours due to certain circumstances.

**Abandonment** - Unrecoverable paid travel costs should you decide to abandon your trip after a covered delay of at least 12 hours from the departure time as shown in the official travel itinerary.

**Missed Departure/Connection** - Additional costs in reaching your booked destination, or continuing your trip, if a disruption arises as a result of certain specified circumstances.

**Rental Vehicle Excess Waiver** – An excess you are required to pay in the event of accidental damage, malicious damage or theft of a motor vehicle you have rented from a licensed rental agency and whilst you were the driver.

**Hijack** - A daily cash benefit should your means of transport be hijacked for more than 24 hours during your trip.

**Catastrophe** - Certain additional travel and accommodation expenses should you be forced to move as the result of specified catastrophes (eg. flood, tsunami, medical epidemic).

## Cover limits

There are cover limits in respect of each section of this insurance. This is the maximum amount we will pay out in respect of any one claim under that section for the duration of the covered trip. These limits are available during your application and will be set down on your Schedule should you purchase. Each individual named on the Schedule is considered separately insured and, as such, the cover limits apply to each.

## Conditions and exclusions

As with any insurance there are certain conditions with which you must comply in respect of our agreeing to cover you and in order for us to pay a claim. For example:

- You must have resided in your country of residence for at least the past 3 months and the trip must be departing

from and returning there unless we have agreed to cover a One-Way Trip via a written endorsement;

- o If you require medical treatment in a country with which a reciprocal health care agreement exists then you should ensure you are treated under that agreement where applicable;
- o Any loss of money or personal baggage must be reported to the police within 24 hours of discovery and a written report obtained.

There are also certain events that will not be covered by this insurance. For example we will not pay any claim arising directly or indirectly from:

- o Any manual or hazardous labour if you are working whilst away or personal liability in respect of all work;
- o Accidents on motorcycles (or similar) unless the vehicle is 125cc or less, the driver has a full driving licence valid in that country and crash helmets are worn;
- o Acts of war, terrorism or civil unrest (although there is limited cover for medical expenses and hijack claims in this respect).

These are just a few examples and you should read the full insurance wording to make yourself aware of all the conditions and exclusions that apply. If you do not comply with the policy terms and conditions we may refuse to pay or reduce any claim payment and cancel the policy, to the extent permitted by law.

## The Excess

Under some sections of this insurance claims will be subject to an excess. This is the first part of each claim that you are responsible for paying. The amounts are specified for each section on your Schedule. In the event you make a claim under more than one section the excess will be payable under each section. As each individual on the Schedule is considered separately insured the excesses will apply to each. We do not offer an excess buy-out option.

## Pre-Existing Medical Conditions

Please read this section carefully

This travel insurance is designed to cover you for sudden and unforeseen medical events occurring during the period of insurance. Conditions that exist at the time the policy is issued are not covered unless you have declared ALL such conditions to us and we have agreed to cover them via a written endorsement on the policy.

### What is a Pre-Existing Medical Condition?

'Pre-Existing Medical Condition' is a defined term under this policy and means any medical or dental condition, illness, injury, defect or disease (other than common colds or flu), psychological condition or mental disorder:

- a) for which advice or treatment (including medication), or investigation has been received or prescribed in the 12 months prior to the issue of the policy (for Single Trip), or

in the 12 months prior to booking your Trip (for Annual Multi-Trip); and/or

- b) which is of a recurring or ongoing nature or any complication directly attributable to it; and/or
- c) of which you are aware, or the symptoms of which you are aware, or could reasonably be expected to have been aware at the time of applying for this insurance.

[Note: Pregnancy of an Insured Person is not considered a Pre-Existing Medical Condition under this policy; however, certain restrictions apply as outlined on page 4.]

### Declaring your Medical Conditions

You WILL NOT be covered under this policy for any losses arising directly or indirectly from, affected by, or exacerbated by, any Pre-Existing Medical Conditions unless you have declared ALL such conditions to us and we have agreed to cover them via a written endorsement on the policy.

In any case you will not be covered for such conditions where any of the following applies:

- o You are travelling against medical advice.
- o You have been given a terminal prognosis.
- o You are travelling with the intention of (or in any case do) obtain elective medical treatment (including any cosmetic or dental procedures) or for convalescent care.

To declare your Pre-Existing Medical Conditions you will need to go through our medical screening process. Where we can cover a condition we may require you to pay an additional premium for us to provide cover. Covered conditions will be endorsed via a written endorsement on your policy. Where a condition cannot be covered, you will be advised that cover has been declined and this will also be noted on your policy via a written endorsement.

Where we cannot provide cover for a medical condition you can still purchase a policy however you will not be covered for any losses arising directly or indirectly from, affected by, or exacerbated by that condition. If you have any queries regarding Pre-Existing Medical Conditions you should call us.

### Anyone on whom the trip may depend

You should note that there is no cover for any Pre-Existing Medical Condition of anyone on whom the trip may depend (being Close Relative, Business Colleague, travelling companion or person with whom you intend to stay).

### Where Medical Conditions are not covered

In circumstances where you are not covered (either in relation to your own Pre-Existing Medical Conditions or those of someone on whom your trip depends) you should give consideration to the fact that you would have to cover the cost of any losses arising directly or indirectly from, affected by, or exacerbated by those conditions. This could include overseas medical expenses, the cost of emergency medical repatriation or the costs associated with cancelling or curtailing a trip, plus any other related expenses.

## Other important matters

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Under your policy there are certain rights and responsibilities which you and we have. The following is an overview of some you should be aware of, however you should also read the insurance documentation for full details.

### 24/7 Medical Emergency Assistance

Our travel insurance includes 24-hour worldwide access to our emergency medical assistance network. It is important to note that there are certain circumstances where you are required to contact the assistance company (eg. if you are hospitalised or need to curtail your trip). Full contact details are contained later in this document (see 24/7 Medical Emergency Assistance at page 17).

### How to make a claim

Specialist claims handlers administer claims under this policy. Any occurrence or loss which may give rise to a claim should therefore be reported to Global Claims Services (the appointed claims handlers) as soon as possible and in any event within 31 days of the end of your trip. For full details refer to the How to Make a Claim section on page 17.

### General Advice Warning

The advice provided by us or the insurer is of a general nature only and does not take into account your personal objectives, financial situation or needs. You should therefore consider its appropriateness in respect of these issues when considering whether to purchase. You should read all the insurance documentation carefully before deciding whether to purchase the insurance. You need to decide whether the limits, type and level of cover are appropriate for you and will cover any potential loss you may encounter. If you do not adequately insure yourself, you may have to bear the uninsured proportion of any loss yourself.

### Your Duty of Disclosure

Before you enter into a policy with us, you have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

When you first apply we will ask you certain questions to decide whether we will accept the risk of the insurance and, if so, on what terms and to calculate the premium. When answering those questions you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to know.

If you renew, extend, vary, reinstate or replace your policy, your duty is to disclose to us before that time, every matter known to you, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty does not require you to disclose any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or, in the ordinary course of business, ought to know;
- we tell you we do not need to know.

Who does the Duty of Disclosure apply to?

The duty of disclosure applies to you and everyone who is an insured under the contract of insurance.

What happens if you or they do not comply with the Duty of Disclosure?

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your policy as if it was never effected.

### Confirming Transactions

A Certificate of Insurance will be issued once you have completed your online/phone application and you have paid the appropriate amount. This comprises the Schedule and this Combined FSG and PDS, including Policy Wording. If you want to confirm a transaction under the policy – for example whether the policy has been issued – you may contact us by phone, email or in writing.

### How we protect your privacy

We require personal information in order to properly address your insurance needs. We maintain a record of your personal profile and are committed to ensuring the privacy of the personal information provided to us. You have the right to seek access to your personal information on request and notify us of any updates that are required. A copy of our full Privacy Policy is available at our website or on request.

### How we handle complaints

Information on how we handle complaints relating to this insurance or the services provided to you is located on page 2 of this Combined FSG and PDS, including policy wording.

### 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 adoption by insurers. Both Columbus Direct and Lloyd's support the Code and embrace its objectives of raising the standards of practice and service in the insurance industry. This policy is compliant with the Code with the exception of claims adjusted outside of Australia, which fall outside the scope of the Code. However, in setting service levels for those claims the standards laid out in the Code have been adopted. Lloyd's is a member of the Insurance Council of New Zealand. Both Lloyd's and Columbus Direct support its Fair Insurance Code.

### Updating our Product Disclosure Statement

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 or a Supplementary PDS or other compliant document 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 deciding whether to buy this insurance, 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).

### Several Liability Notice LSW1001

The subscribing underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscriptions of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

### Service of Suit Clause

The insurers (being certain underwriters at Lloyd's) hereon agree that:

- (i) In the event of a dispute arising under this insurance, the insurers at the request of the Insured 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 insurers may be served upon Lloyd's General Representative in Australia (whose address is Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney NSW 2000, Australia) who has authority to accept service and to enter an appearance on the insurers' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on the insurers' behalf.
- (iii) If a suit is instituted against any one of the underwriters, all underwriters hereon will abide by the final decision of any such Court or any competent Appellate Court.

## Words that have special meaning

These words appear throughout the policy and have the special meanings as defined here.

**Carrier** means an airline, railway operator, shipping/cruise company or coach operator (excluding taxis) operated under a licence for the purpose of transporting passengers.

**Close Business Colleague** means an associate of yours at the same business with whom you work closely and resident in your Country of Residence whose absence from work necessitates the cancellation or curtailment of your Trip as certified by a senior director of that business.

**Close Relative** means any of the following who is under 85 years of age and who is resident in your Country of Residence: your husband or wife (or de facto partner with

whom you are living permanently at the same address), child, parent, grandparent, brother, sister, parent-in-law, son/daughter-in-law, grandchild or fiancé(e).

**Country of Residence** means the country where you are permanently residing at the date of issue of the insurance, or where you are temporarily residing for a period of more than three months and to where you will be repatriated if medically necessary.

**Domestic Trip** means a holiday or journey within Your Country of Residence, not exceeding 60 days duration, which starts from your Home and ends on return to your Home during the Period of Insurance stated in the Schedule.

**Excess** means the amount you will be responsible for paying as part of the claim (as detailed under each Section). In the event that you make a claim under more than one Section of the insurance the Excess will apply to each claim.

**Hijack** means unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof, in which you are travelling as a passenger.

**Home** means your usual place of domicile in Your Country of Residence as shown on the Schedule.

**In-Patient** means a person who is admitted to a hospital or clinic and stays for at least 24 hours, for the sole purpose of receiving medical treatment.

**Medical Emergency Assistance Company** means the travel assistance and emergency medical and repatriation service provider as appointed by us (full conditions for which are contained later in this document).

**Medical Practitioner** means an individual accredited, licensed, and/or registered as a health professional upon meeting the specified requirements.

**Period of Insurance** means the period as defined by the dates shown in your Schedule: commencing on the opening date, or the date your Trip was booked, whichever is the later, and ending on the closing date, or when you arrive Home, whichever is the earlier.

**Personal Baggage** means personal belongings owned by you including your personal luggage, Valuables (as defined) and clothes worn by you but excluding Personal Money (as defined), stamps, Travel Documents (as defined), contact or corneal lenses, dentures, hearing-aids, fragile articles or business goods and samples.

**Personal Money** means cash (bank notes and coins), travellers cheques, cheques, postal and money orders.

**Pre-Existing Medical Condition** means means any medical or dental condition, illness, injury, defect or disease (other than common colds or flu), psychological condition or mental disorder:

- a) for which advice or treatment (including medication), or investigation has been received or prescribed in the 12 months prior to the issue of the policy (for Single Trip), or in the 12 months prior to booking your Trip (for Annual Multi-Trip); and/or
- b) which is of a recurring or ongoing nature or any complication directly attributable to it; and/or



c) of which you are aware, or the symptoms of which you are aware, or could reasonably be expected to have been aware at the time of applying for this insurance.

**Terrorist Activity** means 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 terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

**Travel Documents** means your passport, visas and travel tickets.

**Trip(s) (in respect of Annual Multi-Trip policies)** means a holiday or journey outside your Country of Residence not exceeding 60 days duration which starts from your Home and ends on return to your Home during the Period of Insurance stated in the Schedule. Cover is also provided for Domestic Trips where you are staying a minimum of two nights in third party accommodation and where you are travelling a minimum of 500km from your Home.

**Trip(s) (in respect of Single Trip policies)** means a holiday or journey outside Your Country of Residence which starts from Your Home and ends on return to Your Home, during the Period of Insurance stated in the Schedule.

**Unattended** means that is outside of your custody, care and control in such a position that it could reasonably be taken without your knowledge or at such a distance from you that you are unable to prevent unauthorised interference of it.

**Valuables** means photographic, audio, video, computer, telecommunications and electrical equipment; all discs, tapes and cassettes; telescopes, binoculars, spectacles and sunglasses; antiques; sports equipment; watches; jewellery; furs; works of art and articles made of precious or semi-precious stones and precious metals.

**Weapons of Mass Destruction** means 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 capable of causing incapacitating disablement or death amongst people or animals and; the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals and; the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

**we, our** and **us** means the insurers.

**you, your** and **Insured Person** means each person for whom the appropriate premium has been paid and whose correct name and age are detailed in the Schedule. Each person is considered separately insured. All Insured Persons must be under 85 years of age at the date of issue of the insurance.

## Policy Cover Sections

The cover and limits provided by this insurance are strictly in accordance with the details as specified in your Schedule and the terms and conditions and exclusions contained herein, and are subject to payment of the correct premium at the date of issue.

### SECTION 1

#### Cancellation and Curtailment Costs

You are covered up to the amount stated in the Schedule in the event your Trip is necessarily and unavoidably cancelled prior to its commencement or curtailed before completion as a result of any of the following events:

1. your serious illness or injury or death.
2. the serious illness or injury or death of a Close Relative, Close Business Colleague, travelling companion or person with whom you intend to stay.
3. your presence being requested by the police following your Home or business premises being rendered uninhabitable by fire, flood, storm, burglary or attempted burglary that causes serious damage whilst you are away or within the 7 days prior to your departure.
4. your receipt of a summons to be a witness or for jury service where the Court has denied postponement.
5. official requirements for you to attend emergency, unavoidable duty as a member of the armed forces, police, medical or public services resulting in the cancellation of previously agreed leave.
6. your redundancy for which a proper redundancy notice has been supplied by your employer in respect of permanent employment, and which qualifies for payment under current legislation of your Country of Residence.
7. a regulation from the government of your Country of Residence following an epidemic or natural disaster that stops you from travelling.

In respect of Cancellation: You are covered for the loss of irrecoverable deposits, advance payments, charges or payments under contract for unused travel and accommodation should you necessarily cancel your Trip due to one of the above listed reasons. For Single Trip policies cover begins on the issue date as shown on the Schedule and ends immediately your Trip commences. For Annual Multi-Trip policies cover begins from the start date of the Period of Insurance and ends immediately your Trip commences, provided your Trip is not booked more than 12 months in advance.

NOTE: We will also consider the reasonable costs of rescheduling your Trip prior to its commencement as a result of any of the events listed above, which would otherwise cause you to cancel, provided those costs are not greater than the cancellation fees or lost deposits which would have been incurred had the trip been cancelled.

In respect of Curtailment: You are covered for a proportionate refund of your irrecoverable pre-paid costs (based on the complete number of days you are at Home or

hospitalised as an In-Patient) in the event you necessarily curtail your Trip to return to your Country of Residence due to one of the above listed reasons. You are also covered for reasonable additional accommodation and transportation costs for your necessary return Home as a result of events 2 to 5 listed above. Curtailment will only be covered where authorised by the Medical Emergency Assistance Company who must be notified prior to departure back to your Country of Residence. If your return ticket can be used, or if a claim for repatriation has been made under the Medical Expenses Section, then the refund is limited to charges (prepaid or contracted to be paid) for unused accommodation.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. the first part of each and every claim as shown in the Schedule (the Excess).
- c. any claim arising directly or indirectly from any Pre-Existing Medical Condition of You unless we have agreed to cover it via a written endorsement on the policy.
- d. any claim arising directly or indirectly from any Pre-Existing Medical Condition of a Close Relative, Business Colleague, travelling companion, person with whom you intend to stay or anyone else on whom your Trip may depend.
- e. any expenses payable by the tour operator, hotel or Carrier; any surcharges levied by the tour operator which increase the brochure prices; or any losses arising from your failure or delay in notifying your travel service provider(s) immediately it may be necessary to cancel or curtail your travel arrangements.
- f. any claim which results from any condition or circumstance known to you at the time of purchase of insurance where this condition or circumstance could reasonably be expected to result in the cancellation or curtailment of your Trip.
- g. any claim arising directly or indirectly from you or a travelling companion having booked or commenced the trip against medical advice or after receipt of a terminal prognosis or with the intention of obtaining medical treatment or convalescent care.
- h. the costs of curtailment not approved by the Medical Emergency Assistance Company.
- i. your disinclination to travel or your loss of enjoyment.

## SECTION 2

### Overseas Medical Expenses, Emergency Repatriation and Other Expenses

You are covered up to the amount stated in the Schedule, for necessary and reasonable costs incurred as a result of your accidental bodily injury, illness or death during the Trip, in respect of:

1. emergency medical, surgical and hospital treatment, doctor's fees and transportation fees for sending you to hospital whilst outside your Country of Residence.

2. the costs, up to the Dental Expenses limit shown in the Schedule, for emergency dental treatment to natural teeth in respect of the immediate relief of pain only.
3. additional accommodation and travelling costs for one person required upon medical advice to stay with, travel to or escort you Home.
4. transportation costs for emergency repatriation to your Country of Residence, if such accidental bodily injury or illness occurs whilst outside your Country of Residence and which is deemed necessary by the Medical Emergency Assistance Company.
5. the cost of returning your body or ashes to your Home or a funeral in the country where you died (up to the equivalent costs of returning your remains to your Country of Residence).

Special Condition - We reserve the right to:

- i. repatriate you to your Country of Residence when, in the opinion of the treating doctor and the Medical Emergency Assistance Company, you are fit to travel;
- ii. avoid further liability in the event that you refuse repatriation when, in the opinion of the treating doctor or the Medical Emergency Assistance Company, you are fit to travel;
- iii. transfer you to the hospital, clinic or location of our choice when, in the opinion of the treating doctor and the Medical Emergency Assistance Company, you are fit to be transferred.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. the first part of each and every claim as shown in the Schedule (the Excess).
- c. any claim arising directly or indirectly from any Pre-Existing Medical Condition unless we have agreed to cover it via a written endorsement on the policy.
- d. any costs incurred or any treatment or aid obtained in your Country of Residence.
- e. any surgical or medical treatment which can reasonably be delayed until your return to your Country of Residence or your Home.
- f. any treatment or medication which at the time of departure is known to be required or continued during the Trip.
- g. any medical or other expenses incurred more than 12 months after the date of the injury or illness to which the claim refers.
- h. any costs in relation to dentures, dental appliances, false limbs, hearing aids, contact or corneal lenses or spectacles (prescription or otherwise).
- i. any In-Patient hospital, clinic or repatriation costs not authorised by the Medical Emergency Assistance Company.
- j. the additional cost of a single or private room at a hospital, clinic or nursing home except when the Medical Practitioner treating you considers it necessary.
- k. any costs that could have reasonably been covered under a Reciprocal Health Care Agreement.

### SECTION 3

## Hospital Cash Allowance

You are covered for the daily amount shown in the Schedule for each complete 24 hours you are confined as an In-Patient in a hospital outside of Your Country of Residence up to the amount stated in the Schedule.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. any claim as excluded under Section 2.

### SECTION 4

## Personal Accident Benefit

You are covered for the full amount stated in the Schedule if during the Trip you sustain accidental bodily injury, caused solely and directly by accidental external violent and visible means, and such bodily injury within 12 months of the accident is the sole and direct cause of your

1. death; or
2. loss of sight – meaning the complete and permanent loss of sight in one or both eyes; or
3. loss of limb(s) – meaning the loss of a hand or foot by permanent physical severance at or above the wrist or ankle or total and permanent loss of use of a hand or foot; or
4. permanent total disablement – meaning disablement which entirely prevents you from engaging in, or attending to, any occupation whatsoever for at least 12 months after the date of the accident causing the disablement and at the expiry of that period being beyond hope of improvement.

Special Condition: If an Insured Person is under 16 years of age at the date of issue of the Schedule, the amount payable in respect of death will be limited to 20% of the amount stated in the Schedule.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.

### SECTION 5

## Personal Baggage

You are covered up to the amount stated in the Schedule, after making reasonable allowance for wear, tear and depreciation, for the loss, theft or damage to Personal Baggage/Valuables during the Trip, subject to proof of ownership for Valuables. We reserve the right to repair or replace items. The amount we will pay in respect of any one article, pair or set, or in respect of Valuables in total is limited to the amounts as stated in the Schedule.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.

- b. the first part of each and every claim as shown in the Schedule (the Excess).
- c. any loss not reported to the police within 24 hours of discovery and a written police report obtained which must be provided to us when submitting your claim.
- d. any loss of, delay or damage to your Personal Baggage (but not Valuables) whilst in the custody of a Carrier unless immediately upon discovery (and in any event within 3 days of the event) you notify the Carrier and obtain a property irregularity report (PIR) which must be provided to us when submitting your claim.
- e. any loss of Valuables contained in your Personal Baggage whilst such Baggage is in the custody of a Carrier and outside of your control.
- f. any loss of Personal Baggage and/or Valuables (or where Section 16 is selected your own or hired winter sports equipment) whilst left Unattended at any time unless you have left them secure in a locked hotel room, locked apartment, locked holiday residence or other locked and secure self-contained accommodation.
- g. any loss of Personal Baggage and/or Valuables (or where Section 16 is selected your own or hired winter sports equipment) from an Unattended vehicle other than Personal Baggage (but not Valuables) from a locked enclosed boot or concealed by the parcel shelf in the fixed position in a hatchback or estate vehicle and there is evidence that entry was effected by violent and forcible means.
- h. any loss of Personal Money or Travel Documents whilst left Unattended at any time or whilst in a suitcase or in the custody of another person.
- i. any loss or damage to sports equipment whilst in use other than your own or hired winter sports equipment if Section 16 is selected.
- j. any loss or damage due to delay or confiscation by Customs or other officials.
- k. any loss or damage to stamps, documents (other than Travel Documents), contact or corneal lenses, dentures, hearing aids, fragile articles or business goods and samples.
- l. any loss or damage due to wear and tear, deterioration, moth or vermin, climatic or atmospheric conditions or mechanical or electrical breakdown.
- m. any loss or damage due to staining or any process of dyeing or cleaning or water damage however caused.
- n. any loss or damage to pedal or motor cycles, watercraft, prams, buggies, pushchairs or wheelchairs.
- o. any loss of travellers cheques or cheques not immediately reported to the local bank or agent of the supplier in accordance with their instructions.
- p. any shortages due to error, omission, exchange or depreciation in value.
- q. any loss resulting from loss or theft of credit cards.

## SECTION 6

### Delayed Baggage

You are covered for the reasonable cost of buying immediate replacement necessities if your checked-in Personal Baggage is lost, misdirected or misplaced by a Carrier for at least 6 hours from the time of your arrival at your destination. We will pay up to 25% of the amount stated in the Schedule for the first full 6 hour delay and up to a further 25% for each full 6 hour delay thereafter up to the amount stated in the Schedule. You must provide original receipts for the items you purchase. If your baggage is permanently lost, any amount we pay under this section will be deducted from the total claim.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. any claim as excluded under Section 5.
- c. any costs if you are on your return journey.
- d. any amounts you are entitled to by way of compensation from the carrier.

## SECTION 7

### Personal Money and Travel Documents

You are covered up to the amount stated in the Schedule for:

- the theft of Personal Money; and
- the loss, theft or damage to your Travel Documents;

during the Trip whilst on your person or whilst in a locked safe or safety deposit box.

Loss of cash (bank notes and coins) is limited to the amount stated in the Schedule. Loss of Travel Documents is limited to the amount stated in the Schedule and includes reasonable and necessary costs incurred in obtaining replacement Travel Documents.

You are NOT covered for:

- a. any claim excluded under the General Exclusions of this policy.
- b. the first part of each and every claim as shown in the Schedule (the Excess).
- c. any claim as excluded under Section 5.

## SECTION 8

### Personal Liability

You are covered up to the amount stated in the Schedule, inclusive of legal costs and expenses incurred with our written consent, if you in your private capacity become legally liable to pay for accidental bodily injury to other person(s) or accidental loss or damage to someone else's property arising from an incident occurring during the Trip.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.

- b. the first part of each and every claim as shown in the Schedule (the Excess) for claims in respect of furniture, fixtures or fittings.
- c. Employers or Contractual Liability.
- d. liability to a member of your family, relative, travelling companion, friend or colleague.

Any liability arising directly or indirectly from, or due to:

- e. animals belonging to you or in your care, custody or control.
- f. any wilful, malicious or unlawful act.
- g. the pursuit of a trade, business, profession, employment or occupation including the supply of goods and services.
- h. the ownership, possession or use of motorised vehicles, airborne craft (or aerial activities), watercraft, firearms or weapons.
- i. any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).

## SECTION 9

### Legal Advice and Expenses

You are covered up to the amount stated in the Schedule for legal costs and expenses incurred by you or your legal representative in pursuit of a claim for compensation and/or damages from a third party who causes your injury or death during the Trip, provided that we have complete control of the proceedings and of the selection, appointment and control of all legal advisers.

You are NOT covered for:

- a. any claim excluded under the General Exclusions of this policy.
- b. any costs or expenses incurred by you for any claim brought against a tour operator, travel agent, Carrier or us.
- c. any costs or expenses incurred before the granting of our support which we will not unreasonably withhold. We reserve the right to withdraw at any stage and shall not then be liable for any further expenses.
- d. any incident reported to us more than 180 days after the event occurs which gives rise to such claim.
- e. any claim where we consider the prospects of success in achieving a reasonable settlement are insufficient and/or where we consider the laws, practices and/or financial regulations of the country where the incident occurred or where the claim is brought will preclude us from obtaining a satisfactory settlement.

## SECTION 10

### Travel Delay and Abandonment of Trip

You are covered up to the amount stated in the Schedule in the event that the departure of the Carrier with which you have arranged to travel is delayed by at least 6 hours from the time shown in the official itinerary as supplied to you due to strike, industrial action, riot, hijack, civil unrest, adverse weather conditions, a natural disaster in your Country of Residence, traffic flow congestion or mechanical breakdown.

We will pay either:

1. 25% of the amount shown in the Schedule (Travel Delay) for the first full 6 hour delay and 25% for each full 6 hour delay thereafter up to the total limit shown;  
or
2. up to the amount stated in the Schedule (Abandonment) for the final invoiced paid costs of the Trip that you cannot recover from any other source if you decide to abandon your Trip after at least 12 hours delay from the time of departure stated in the official travel itinerary.

The Period of Insurance is automatically extended in the event of a covered delay on the homeward journey up to a maximum of 7 days.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. in respect of Abandonment claims: the first part of each and every claim as shown in the Schedule (the Excess).
- c. any loss resulting from your failure to check-in on time.
- d. any loss if you fail to obtain written confirmation from the Carrier or their agents stating the period of and reasons for the delay.
- e. any loss arising from any event or occurrence that commenced or was announced before you arranged this insurance or booked your Trip, whichever is the later.
- f. In respect of Abandonment claims, any costs that you can claim from the Carrier or other sources.
- g. any loss that resulted from transport services being withdrawn as the result of a recommendation or instruction from a government authority.

## SECTION 11

### Missed Departure/Connection

You are covered up to the amount stated in the Schedule for necessary and reasonable additional travel and accommodation expenses if a disruption to your Trip arises as a result of:

1. the failure of public transport services due to strike, industrial action, riot, hijack, civil unrest, adverse weather conditions, a natural disaster in your Country of Residence, traffic flow congestion or mechanical breakdown; or
2. the mechanical breakdown of the vehicle in which you were travelling to reach your scheduled departure point, or an accident involving that vehicle.

Special Condition: We will only pay compensation under *either* Section 10 or Section 11 (not both).

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. the first part of each and every claim as shown in the Schedule (the Excess).

- c. any extra costs incurred for accommodation or transport of a higher level or fare category than that which you originally booked.
- d. any claim as excluded under Section 10.

## SECTION 12

### Rental Vehicle Excess Waiver

You are covered up to the amount stated in the Schedule for reimbursement of a rental vehicle insurance excess in the event you rent a vehicle from a licensed rental agency during your Trip, you are the driver, and that hired vehicle

1. is involved in a motor vehicle accident; or
2. suffers loss or damage as a result of malicious damage or theft.

We will only pay under this Section if you have complied with the terms and conditions of the rental hire vehicle contract and if a valid collision damage insurance is in force on the vehicle.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. any amount you are liable to pay rising from your acceptance of an additional excess to reduce the hire fee.

## SECTION 13

### Hijack

You are covered for the daily amount shown in the Schedule for each complete 24 hours you are detained, up to a maximum of 30 consecutive 24-hour periods, should your means of transport be subject to a Hijack during a planned Trip. It is a condition of this cover that you must provide a written statement from the appropriate authority confirming the Hijack and how long it lasted. The Period of Insurance is automatically extended in the event of a covered Hijack for up to a maximum of 30 days.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.

## SECTION 14

### Catastrophe

You are covered up to the amount stated in the Schedule in respect of irrecoverable travel and accommodation expenses necessarily incurred should you be forced to move from your pre-booked accommodation to continue your Trip, or, if the Trip cannot be continued, to return Home, as a result of fire, lightning, explosion, earthquake, avalanche, storm, tempest, tsunami, hurricane, flood, medical epidemic or local government directive which is confirmed in writing by local or national authority.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. your own decision not to stay in your pre-booked accommodation when official directives from local or national authorities state that it is safe and acceptable to do so.
- c. any costs, expenses or compensation payable by, or recoverable from, a tour operator, Carrier, hotel or other service provider.

## SECTION 15

### Sports/Leisure Activities Pack

Provided you have paid the additional Sports/Leisure Activities Pack premium all Sections of this insurance are extended to provide cover for the following amateur sports and leisure activities:

Abseiling, American football, bungee jumping (more than 2 jumps), cricket, deep sea fishing (inside 20km limit), fencing, football/soccer, gliding, gymnastics, hockey, kayaking/canoeing/rafting involving white water rapids grades 4 and 5, polo, rugby (union or league), scuba diving (maximum depth 30 metres).

Please note: The following amateur sports and leisure activities are included as standard and do not require the payment of the additional premium: Ballooning as a passenger, basketball, boxing training (no contact), bungee jumping (maximum 2 jumps), cycling (not touring), dinghy sailing, elephant riding (1-2 days), hiking, horse riding (not jumping), jet boating, kayaking/ canoeing/rafting involving white water rapids grades 1, 2 and 3, marathon running, martial arts training, mopeds, motorcycling on vehicles up to 125cc, overland expedition, parascending/ parasailing, passenger light aircraft/helicopter, river-sledging, running, safari, sailing inshore (inside 20km limit), scuba diving with a qualified diving instructor (maximum depth 30 metres), sea canoeing, snorkelling, surfing, trekking, water skiing, weightlifting, windsurfing.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.

## SECTION 16

### Winter Sports Cover

Provided you have paid the additional Winter Sports Cover premium this insurance is extended to cover you, and provide the additional sub-sections of cover, for the following winter sports activities: Alpine skiing and snowboarding (including off piste - that is away from the piste within the resort boundaries with a qualified guide and not against local authority warning or advice), curling, glacier skiing, ice skating, mono skiing, Nordic skiing (cross country), ski bobbing, skidooring, snow mobiling, tobogganing.

Special Condition: This section only provides cover for up to 31 days winter sports activity in total during the Period of Insurance.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.

#### 16.1 Ski Hire

You are covered for up to the amount stated in the Schedule for the cost of your hiring ski equipment due to the loss of or damage to your own ski equipment or due to a delay in transit of your own ski equipment on the outward journey by at least 12 hours from the time shown in the official itinerary supplied to you.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. any claim as excluded under Section 5.
- c. any claim if you fail to provide us with written confirmation from your Carrier or their agents showing the period of and reasons for the delay.
- d. any claim if you fail to provide us with documented proof of ski equipment hired.
- e. any claim if you fail to take all reasonable and proper care of your ski equipment as if you were not insured.

#### 16.2 Ski Equipment

You are covered up to the amount stated in the Schedule for the loss of or damage to ski equipment owned or hired by you during the Trip. Ski equipment means skis, bindings, ski boots, ski poles, snowboards and specialised clothing.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. any claim as excluded under Section 5.
- c. any loss or damage if you fail to provide us with documented proof of ski equipment hired and the actual value of such ski equipment.
- d. any loss or damage if you fail to take all reasonable and proper care of your ski equipment as if you were not insured.

#### 16.3 Ski Pack

You are covered up to the amount stated in the schedule for the value of any ski pass, ski equipment hire or ski tuition fee that is unused due to:

1. your accidental bodily injury or illness that prevents you from skiing (you must supply written medical confirmation of this).
2. loss or theft of your ski pass.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. any claim as excluded under Section 5.

#### 16.4 Piste Closure

You are covered up to the amount stated in the Schedule for certain additional costs incurred by you in the event that you are unable to ski due to adverse weather conditions causing

the closure of the piste at your resort. We will pay up to the daily amount stated in the Schedule for each complete 24 hours to cover the cost for you to travel to, and buy a daily ski pass if necessary, the nearest open piste to the resort you are staying at up to the total limit shown for the Trip.

Special Condition: This sub-section shall only apply during the local regular ski season at the resort(s) you are staying at.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. the first 12 hours during which the piste is closed due to adverse weather conditions.
- c. any claim where this Section came into force within 14 days of the Trip commencement date and it was known that skiing may be affected by adverse weather conditions at the resort destination.
- d. any claim where you fail to provide us with written confirmation from the resort management confirming the period of and the reason for the closure of the piste.

#### 16.5 Delay Due to Weather Conditions

You are covered up to the amount stated in the Schedule for reasonable additional travel and accommodation expenses necessarily incurred by you due to adverse weather conditions or an avalanche at your resort, which:

1. on the outward journey delayed you in arriving at the resort;
2. on the return journey delayed you beyond the scheduled departure time and you miss your pre-booked Carrier.

You are NOT covered for

- a. any claim excluded under the General Exclusions of this policy.
- b. the first 12 hours of delay.
- c. any claim where this Section came into force within 4 weeks of the Trip commencement date.
- d. any claim where you fail to provide us with written confirmation from the tour operator or resort management confirming the period of and the reason for the delay.

## SECTION 17

### Pregnancy Extension

Provided we have accepted your application and received the additional premium payable in respect of the Pregnancy Extension, General Exclusion 2 is deleted and replaced with an exclusion of Pregnancy or any associated condition including childbirth and care of a newborn child born during a Trip where any of the following applies:

- a. your Trip extends beyond the 30<sup>th</sup> week of pregnancy;
- b. you are travelling against doctor's advice;
- c. complications exist with the pregnancy at the time that this insurance is purchased or the Trip is booked, whichever is the later;
- d. it is a multiple pregnancy.

## General Exclusions that apply to all Sections

You are not covered under any circumstances for any claim arising directly or indirectly from:

1. Trips booked or commenced where you are travelling against medical advice or after receipt of a terminal prognosis or with the intention of obtaining medical treatment or convalescent care.
2. i) Pregnancy or any associated condition where any of the following applies:
  - a) your Trip extends beyond the 26<sup>th</sup> week of pregnancy
  - b) the pregnancy resulted from an assisted reproductive programme
  - c) you are travelling against doctor's advice;
  - d) complications exist with the pregnancy at the time that this insurance is purchased or the Trip is booked, whichever is the later;
  - e) it is a multiple pregnancy.ii) Childbirth and care of a newborn child born during a Trip.
3. Any circumstance which could reasonably have been foreseen as likely to give rise to a claim by the Insured Person at the time that the insurance was effected or the Trip was booked (whichever is the later).
4. Winter sports other than those covered under Section 16 and where the appropriate additional premium has been paid. In any event there is no cover for any other winter sports activity including (but not limited to) ski-jumping/stunts/ mountaineering/randonee, heli-skiing/boarding, ice hockey, speed skiing, cresta run or the use of bobsleighs or skeletons.
5. Sports or leisure activities where there is a significant risk of bodily injury such as jet-skiing, quad biking, rock climbing, free climbing, mountaineering normally requiring the use of ropes and guides, caving or potholing, rafting/kayaking/canoeing involving white water rapids in excess of grade 5, canyoning, scuba diving (if you are diving at a depth of more than 30 metres; or if you are not qualified for the dive undertaken or accompanied by a qualified instructor; or diving alone; or diving on or in wrecks; or cave or ice diving), motorsports or competitions, hunting on horseback, point-to-pointing and steeple-chasing, equestrian competitions, yachting or boating outside coastal waters (20km limit) and any other sports or leisure activity involving physical contact or where there is significant risk of bodily injury.
6. Competitive races involving the use of vehicles or watercraft.
7. Professional sports.
8. Losses arising from accidents on two wheeled motorised vehicles unless the vehicle is 125cc or less and at the time of the accident the driver is duly qualified, is in possession of a current full driving licence valid in the country where

- the vehicle is operated and the driver and passenger are both wearing a safety crash helmet.
9. Aerial activities and air travel other than as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft flown by a pilot holding a valid pilots licence.
  10. Suicide or wilfully self-inflicted injury or illness.
  11. Sexually transmitted diseases, alcoholism, drunkenness or the use of drugs (other than drugs taken in accordance with the treatment prescribed by a registered Medical Practitioner but not for the treatment of drug addiction).
  12. Manual or hazardous work (whether paid or voluntary).
  13. Needless self exposure to peril except in an attempt to save human life.
  14. You breaking or failing to comply with any law whatsoever.
  15. War (whether declared or not), invasion, act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs, civil war, riot (other than as specifically provided under Section 10 – Travel Delay and Abandonment of Trip and Section 11 – Missed Departure / Connection), rebellion, insurrection, revolution, overthrow of the legally constituted government, Terrorist Activity of any kind, explosions of war weapons, release of Weapons of Mass Destruction, murder or assault subsequently proved in a legally constituted court to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or local authority except claims arising under
    - i) Section 2 (Overseas Medical Expenses, Emergency Repatriation and Other Expenses) up to a maximum of 1% of the sum insured stated in the Schedule where you are not actively engaged in any of the stated events and/or where you have not travelled or do not remain contrary to advice issued by the government of your Country of Residence.
    - ii) Section 3 (Hospital Cash Allowance).
    - iii) Section 13 (Hijack).
  16. Loss or damage in respect of any property more specifically insured elsewhere or any claim recoverable under another insurance.
  17. Claims increased by your own act or omission.
  18. Consequential loss of any nature, except as may be specifically provided for in this insurance.
  19. The bankruptcy, negligence, default or insolvency of a travel agent, tour operator, Carrier or accommodation provider.
  20. Claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
  21. Errors or omissions in your booking arrangements, your failure to obtain appropriate visas and/or prevention of access by the government of a country into which you wish to enter.

22. There is no cover under this insurance if you travel to a destination where your Government is advising against travel.

## General Conditions that apply to all Sections

1. You must observe and fulfil all the terms and conditions of this insurance by completing anything to be done or complied with by you or anyone acting on your behalf.
2. For In-Patient care, emergency repatriation or curtailment the Medical Emergency Assistance Company must be notified within 48 hours of admission to hospital and, for curtailment, prior to departure back to your Country of Residence (full details are included under the '24/7 Medical Emergency Assistance' section following).
3. That you use Reciprocal Health Care Agreements where they are available. If in doubt you should contact the Medical Emergency Assistance Company.
4. You must immediately notify us in the event of any occurrence likely to give rise to a claim under this insurance in accordance with the instructions contained herein but in any event within 31 days of the end of your Trip.
5. You provide at your own expense, all certificates, information and evidence required by our appointed representatives or us.
6. That no person will admit liability or make any offer or promise of payment without our prior written consent.
7. You acknowledge that we may at our own expense take action in your name to recover compensation from a third party in respect of any payment made under this insurance and that any amount recovered shall belong to us.
8. In the event of your death, we shall have the right to have a post mortem carried out at our expense.
9. You have read and accepted the cover provided by this insurance including its cover limits, terms, conditions and exclusions. We will accept no liability arising from your failure to do so, or your failure to purchase this insurance with sufficient time prior to departure to do so.
10. That you take all reasonable care to avoid or minimise any loss that might result in you making a claim under this insurance and you act at all times as if this insurance were not in force.
11. You may not transfer your interest in this insurance.
12. The Law of your Country of Residence will apply if it is a legal requirement. If it is not a legal requirement English Law will apply.
13. In the event of a fraudulent claim being made by you or anyone acting on your behalf all cover under this insurance shall be forfeited.



## 24-hour Medical Emergency Assistance

The appointed Medical Emergency Assistance Company ('Assistance Company') is Specialty Group Ltd. In the event of a medical emergency this service is available to you 24 hours a day, 365 days a year. Their contact details are shown below.

For the medical emergency assistance helpline call

**+44 20 7939 9645**

Reverse charge calls will be accepted.

From within the UK dial 020 7939 9645

Fax UK +44 (0)20 7407 9206

In the following regions you may also contact:

ASIA (+662) 645 3932 Fax (+662) 645 3732

USA (+1) 215 489 3785 Fax (+1) 215 489 8525

AFRICA (+27) 10 209 8300 Fax (+27) 10 209 8405

**IMPORTANT:** This insurance will only cover In-Patient care, emergency repatriation or curtailment that has been authorised by the Assistance Company, who must be notified within 48 hours of admission to hospital, and for curtailment, prior to departure back to your Country of Residence. If you are unable, another person may contact the Assistance Company on your behalf.

There is no cover for treatment or surgery which could reasonably be delayed until you return to your Country of Residence or Home. Failure to notify the Assistance Company in accordance with the terms of this policy may result in the amount payable under your claim being reduced.

## How to make a Claim

Any occurrence or loss, which may give rise to a claim, should be advised to, and a claim form obtained from, Global Claims Services Ltd (the appointed claims handlers), whose contact details are shown below. This should be done as soon as reasonably possible and in any case no later than 31 days from the end of your Trip.

When requesting a claim form, you should confirm the company you are insured through, provide your name, address, telephone number, Schedule number and a brief advice as to the nature of the claim.

To make a claim call

**02 9463 3371**

From outside Australia dial +61 2 9463 3371

email [claims@columbusdirect.com.au](mailto:claims@columbusdirect.com.au)

Postal Global Claims Services Ltd, PO Box 1206,  
Crows Nest NSW 1585, Australia

Fax +61 (0)2 9966 4484

**IMPORTANT:** Any loss or damage to Personal Baggage whilst in the custody of a Carrier must be notified immediately in writing to such Carrier, but in any event within three days, and a Property Irregularity Report (PIR) obtained.

Any loss of Personal Money or Personal Baggage must be reported to the police within 24 hours of discovery and a written report obtained. Proof of ownership for all Valuables and most other Personal Baggage will also be required.

If medical attention has been received you must obtain a medical certificate showing the nature of the injury or illness and the treatment received together with the account which, if possible, should be paid and receipted.