

# Jetstar essentials travel insurance

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

This document contains your Insurance Policy Terms, Provisos, Exclusions and Conditions. It is important that you read and understand it and retain it in a safe place.





# **How This Insurance Is Arranged**

This insurance is issued/insured by:

#### AIG Australia Limited (AIG)

ABN 93 004 727 753 AFSL 381686 Level 12 717 Bourke Street Docklands Vic 3008

AIG issues/insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to **us** by the Australian Securities and Investments Commission.

AIG prepared this Product Disclosure Statement.

Cover is distributed by:

Jetstar Airways Pty Ltd ("Jetstar")

ABN 33 069 720 243 GPO Box 4713 Melbourne VIC 3001

Jetstar Phone within Australia: 131 538

Jetstar Phone outside Australia: + 61 3 8341 4901

Insurance Enquires (AIG) 1800 257 504

**Jetstar** is appointed for this purpose as a General Insurance Distributor under ASIC Class Order CO 05/1070 to distribute this insurance product issued by AIG. **Jetstar** is not authorised to provide any advice or bind any businesses on behalf of AIG.

AIG Australia's Financial Services Guide ("FSG") is included in the document to provide you with information on the service provided and the remuneration received, or to be received, by Jetstar as the General Insurance Distributor of this insurance product.

#### **Retail Clients**

'Retail Clients' are required to be provided with a Product Disclosure Statement prepared by the product issuer/insurer.

A 'Retail Client' means an individual or small business.

'Small business' means:

- (a) a manufacturing entity with 100 employees or fewer, or
- (b) a non manufacturing entity employing 20 individuals or less.

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# Product Disclosure Statement (PDS)

This PDS contains information about key benefits and significant features of this travel policy. It also contains important information about **your** rights and obligation such as the duty of disclosure and cooling off period and complaint procedures. Its purpose is to assist both **your** decision to purchase insurance and ability to compare products. **You** should read the PDS before deciding whether to acquire this product. Please retain this document in a safe place.

# **Words with Special Meanings**

Throughout this document, words that appear in **bold** will have special meanings. These meanings are set out in the Definition section of the Policy Wording on pages 13-16.

# **Summary of Benefits**

This is a summary of cover only and the Policy is subject to conditions and exclusions in the Policy Wording commencing on page 12. Values shown below are maximum amounts payable per **insured person** (in Australia Dollars).

Please note, not all Policy benefits and benefit amounts are shown below. In some cases sub-limits apply or the terms and conditions of the Policy may result in **you** not becoming entitled to the benefits. Please refer to the applicable section of the Policy Wording.

| Summary of Benefits  | Maximum<br>Sum Insured<br>per insured<br>person<br>(unless<br>otherwise<br>specified in<br>the table<br>below) | Excess<br>per event<br>per<br>insured<br>person    |
|--|--|--|
| Cancellation Fee, Loss of Deposits<br>(Refer to Section I on page 25 for full<br>coverage details)   | \$5,000  | \$250  |
| Overseas Medical and Hospital Expenses<br>(Refer to Section 2 on page 27 for full<br>coverage details)   | \$1,000,000  | \$250  |
| Emergency overseas dental for relief<br>of sudden and acute pain<br>(Refer to Section 2.2 on page 27 for full<br>coverage details)   | \$500  | \$250  |
| Emergency Expenses 1. Accommodation, Meals & Travelling Expenses 2. Early Return Home 3. Alternative Transport Expenses 4. Hijack and Kidnap 5. Home Help in Australia (Refer to Section 3 on pages 29-31 for full coverage details) | \$500<br>\$500<br>\$500<br>\$5,000<br>\$1,500  | \$250<br>\$250<br>\$250<br>\$250<br>\$250<br>\$250 |

| Summary of Benefits   | Maximum<br>Sum Insured<br>per insured<br>person<br>(unless<br>otherwise<br>specified in<br>the table<br>below) | Excess<br>per event<br>per<br>insured<br>person |
|---|--|---|
| Luggage<br>(Refer to Section 4 on pages 32-33 for full<br>coverage details)     | \$2,500  | \$250<br>Nil for<br>Section<br>4.2              |
| Legal Liability<br>(Refer to Section 5 on page 34 for full<br>coverage details) | \$1,000,000<br>for all<br>claims under<br>Section 5  | \$250   |

# **Important Information**

This policy provides cover for specified situations and events. This policy may not match **your** expectations or suit **your** needs. There are also exclusions that may apply to specific circumstances. To assist with **your** decision to purchase this insurance and to manage **your** expectations in the event of a claim, **we** believe it is important to highlight the main areas where cover is not available or limited cover is available under this Policy.

This list is not exhaustive and **we** encourage **you** to read the full policy terms and conditions including the general policy exclusions on pages 17-19 and the section specific exclusions listed at the end of each section.

- No cover is provided for any cancellation, delay or rescheduling caused by any carriers or transport providers under Section 1. However, there may be cover under limited circumstances under Section 3.4 and 3.5.
   Please refer to page 30 for full coverage details.
- Any pre-existing medical conditions are not covered. Please refer to the definition on page 20 for full details.
- 3. No coverage will be provided in connection with any business or employment, including but not limited to, not being able to take leave from that employment (except for your being retrenched from your usual full time employment in Australia.) Please refer to exclusion 1.6(b) for full details.
- Luggage left unattended is not covered under this policy. Please refer to the specific exclusions on pages 17-19 and any corresponding definitions on pages 13-16 for full details.
- Cover restriction applies to valuables and electronic equipment including whilst left in a motor vehicle at any time or not carried on as hand luggage. Please refer to specific exclusions on pages 32-33 for full details.

6. AIG is subject to compliance with US sanctions laws. Thus, this policy does not cover any claim, loss, injury, damage or legal liability, benefits or services directly or indirectly arising from or relating to a planned or actual trip to or through Cuba, Iran, Syria, Sudan or North Korea Crimea region. In addition, this policy does not cover residents of these countries or any individual identified on an applicable government watch list.

While **we** will treat each case on its merits and all customers will receive consistent and fair treatment. It is important that **you** understand these areas where there is no cover. Please review these details and the full terms and conditions to decide if this policy meets **your** needs.

# **Policy Type**

Depending on **your Jetstar** fare selection, **your** cover can be in relation to either a **return trip** or a **one way trip**.

This policy provides cover for a single trip only and the period of cover is:

- In case of a return trip between the dates you have selected and which are shown on your Certificate of Insurance; and
- In case of a one way trip between the travel commencement date shown on your Certificate of Insurance and terminating on either 13 days from the travel commencement date shown on the Certificate of Insurance or on the date you depart the sovereign territory of your Jetstar ticketed destination, whichever is sooner.

#### **Costs of Insurance**

The premium will be quoted to **you** when **you** purchase **your** insurance and it will be shown on **your** Certificate of Insurance. **Your** premium is based on a number of factors including the destination and length of **your trip**, the number of travellers and their ages.

Premiums are inclusive of applicable government charges including GST and Stamp Duty.

No insurance premium will be applicable for any **insured person** under 2 years of age and sharing a single airline seat with an adult passenger.

# **Eligibility**

To be eligible for cover under this Policy **you** must be:

- either an Australian citizen or Australian permanent resident, and
- aged under 60 years at the date of departure for your trip; and
- intending to return to Australia on completion of the travel, unless otherwise agreed in writing by us.

If you are 60 years and over, please refer to our alternative travel insurance products available at www.ietstar.com/qu/en/travelinsurance

# **Geographical Limit**

Depending on whether **your Jetstar** fare selection is a **return trip** or **one way trip** and subject to General Exclusion 24 regarding Destination Exclusions, this policy provides cover in relation to either:

- a return trip from Australia to and from all destinations other than the Americas, Antarctica and Japan; or
- (ii) a one way trip to your Jetstar ticketed destination.

#### If You Have a Loss

If **you** suffer a loss that may lead to a Claim under the Policy **you** must:

- (a) do what you can to prevent any further loss or expense.
- (b) not admit liability for any loss.
- (c) lodge a written claim against the person or organisation that may be legally liable for your loss, illness or injury.

If we agree to provide cover, you agree to let us take over and pursue any legal right of recovery you may have and you must co-operate with us in any recovery action.

If you require hospitalisation or emergency transportation services or need to return home early for any reason and want us to pay, you must contact Travel Guard® and obtain approval before arrangements are made. Failure to do so may affect your claim. You are expected to follow the advice and instruction of Travel Guard® and, where required, our advice and instructions.

#### How to Make a Claim

If you need to make a claim, we will require you to:

- (a) provide us with original invoices, receipts and other vouchers relating to your loss or expenses. It is the responsibility of the insured person to provide proof of ownership of any lost, stolen or damaged items and we are under no obligation to make payment without this proof of ownership.
- (b) produce this Policy and your Certificate of Insurance.
- (c) provide **us** with all information **we** require. A claim form can be downloaded from

#### www.jetstar.com/au/en/travelinsurance

Alternatively, should **you** have any enquiries in relation to entitlement to claim under this Policy, contact AIG for assistance on:

Phone within Australia: 1800 257 504 Phone outside Australia: + 61 3 9522 4597

#### **Excess**

If **you** make a claim **you** may be required to pay an **excess**.

**Excess payable** \$250 per event per **insured person**.

**Note:** Excess applicable to Sections 1, 2, 3, 4

(except 4.2) and 5 only.

# **24 Hour Overseas Emergency Assistance**

The overseas assistance service in this Section is provided by **Travel Guard®** in conjunction with **your** Policy.

- In the event of an emergency whilst you are outside Australia, Travel Guard® is only a telephone call away anywhere in the world – 24 hours a day.
- Travel Guard® is a worldwide team of highly skilled doctors and medical professionals who are available by telephone – 24 hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside Australia.
- Travel Guard® provides the following services in conjunction with the terms and conditions of your Policy:
  - Access to a registered medical practitioner for emergency assistance and advice.
  - Emergency transportation to the nearest suitable hospital.
  - Emergency evacuation back home if necessary.
  - The family back home will be advised of your medical condition and be kept informed of the situation.
  - Payment guarantees to hospitals and insurance verification.
  - · Second opinions on surgery.
  - Hospital case management.
  - Legal referral service.
  - Urgent message service and emergency travel planning.
  - Assistance in replacing travel documents, passports and credit cards.

In the event of an emergency overseas, simply call (reverse charge) **Travel Guard**® any time from any place in the world:

#### +60 (3) 2772 5593

The number underlined is the country code and the number in brackets is the area code.

# **Important Customer Information**

#### 1. Your Policy

- This insurance policy is made up of the Policy Wording and your Certificate of Insurance.
- The booklet commencing on page 12 is your Policy Wording which contains:
  - **Definitions** section on Pages 13-16,
  - General Exclusions on Pages 17-19, and
  - General Conditions on Pages 21-23

that apply to all sections of the Policy. **You** should read this document carefully and familiarizes **yourself** with all relevant terms, condition and obligations that may be applicable to this Policy.

- Specific conditions and exclusions may also apply under each Section of the Policy Wording.
- Limits on cover provided apply to certain benefits under this Policy. These are contained within the Policy Wording that commences on Page 12 of this document.

#### 2. Policy Extension

Providing **you** have purchased this Policy to cover a **return trip**, the Policy can be extended as many times as **you** need up to a total 12 months from the date of departure for the **trip**. This Policy cannot be extended for **one way trips**.

#### 3. Cooling Off Period

**You** may return the Policy to **us** within 14 days of purchasing, provided that no claim has arisen and **your** travel has not commenced. AIG will then cancel the Policy and give **you** a full refund of premium.

#### 4. The Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

#### 5. If You Have a Complaint

Information on what to do if **you** have a complaint can be found in the Financial Services Guide on Page 37 of this document.

#### 6. Privacy Notice

This notice sets out how AIG Australia collects, uses and discloses personal information about:

- vou. if an individual: and
- other individuals you provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300 030 886.

#### How we collect your personal information

AIG Australia usually collects personal information from **you** or **your** agents.

AIG Australia may also collect personal information from:

- our agents and service providers;
- other insurers:
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

#### Why we collect your personal information

AIG Australia collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

**You** have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information.

Failure to disclose information required may result in AIG Australia declining cover, canceling **your** insurance cover or reducing the level of cover, or declining claims.

#### To whom we disclose your personal information

In the course of underwriting and administering **your** policy **we** may disclose **your** information to:

- your or our agents, entities to which AIG Australia is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim:
- entities to which AIG Australia is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG Australia is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in the AIG Australia Privacy Policy from time to time.

**You** may request not to receive direct marketing communications from AIG Australia.

#### Access to your personal information

**Our** Privacy Policy contains information about how **you** may access and seek correction of personal information **we** hold about **you**. In summary, **you** may gain access to **your** personal information by submitting a written request to AIG Australia.

In some circumstances permitted under the Privacy Act 1988, AIG Australia may not permit access to **your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

#### Complaints

**Our** Privacy Policy also contains information about how **you** may complain about a breach of the applicable privacy principles and how **we** will deal with such a complaint.

#### Consent

**Your** application includes a consent that **you** and any other individuals **you** provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

#### The Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at https://www.fcs.gov.au



# **Policy Wording**

# **Important Policy Matters**

#### Agreement

This Policy is valid only when a current Certificate of Insurance is issued. Provided the required premium has been paid, **we** will cover **you** for the event(s) specified in Sections 1,2,3,4 and 5, occurring during **your trip** subject to the terms, conditions and exclusions contained in this Policy.

#### Eligibility

To be eligible for cover under this Policy **you** must be:

- either an Australian citizen or Australian permanent resident, and
- aged under 60 years at the date of departure of your trip; and
- intending to return to Australia on completion of the travel, unless otherwise agreed in writing by us.

If you are 60 years and over, please refer to our alternative travel insurance at www.jetstar.com/au/en/travelinsurance

### **Your Duty of Disclosure**

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

If 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.

You have this duty until we agree to insure you.

#### If you do not tell us something

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.

#### **Definitions**

Wherever the following words or phrases appear in **bold** in this Policy they will always have the meanings shown under them.

Additional accommodation, meals and travelling expenses means only those reasonable expenses over and above what **you** expected to pay for accommodation, meal and travelling expenses, including emergency personal telephone calls, had the **trip** gone ahead as planned.

Competition sports means any involvement, including training, in an organised sport event or contest of a physically demanding, acrobatic and/or combative nature. These include but are not limited to cycling, triathlons, biathlons, ultra marathons, equestrian, sailing and other water sports, football, rugby, hockey, gymnastics, pole jumping, fencing, weight lifting, archery, shooting, martial arts, boxing and all winter sports. It does not mean sports, including those that are referenced above, which are organised sanctioned competitions for primary or secondary school age students.

**Electronic equipment** means personal computers, laptops, mobile phones, portable media players, MP3 players, PDA's, GPS, digital cameras, video cameras or any other device that involves the controlled conduction of electrons.

**Excess** means the amount which the Policy provides that **you** have to pay in the event of the claim.

Expedition means any journey to high risk, inaccessible and/or inhospitable locations including but not limited to privately organised kayaking trips around the coast of a country/region/territory or trips to generally inaccessible interiors of a country/region/territory or areas previously unexplored or unchartered, or trips undertaken for scientific, research or political purposes to such locations or trips to Antarctica or similar remote and inhospitable locations. It does not mean trekking and travel, outside of these previously given examples, provided by a recognised tour operator that are accessible to the general public without restrictions (other than general health or fitness warnings), but always providing that you are acting under the guidance and supervision of aualified auides and/or instructors of the tour operator.

Extreme sports and sporting activities means any sport or sporting activities that present a high level of inherent danger (i.e. involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to big wave surfing; winter activities like luging, bobsleighing, ski or snow board jumping or stunts; bicycle, motor, air or sea craft speed trials or stunts; canoeing down rapids; cliff jumping; horse

jumping; horse polo; and stunts. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognised local tour operator/activity provider but always providing that **you** are acting under the guidance and supervision of qualified guides and/or instructors of the tour operator/activity provider when carrying out such tourist activities.

**Financial default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

**Infant** means a child under the age of 2 years and sharing a single airline seat with an adult passenger.

**Injury** means a physical injury, caused by violent, external and visible means, which occurs fortuitously whilst this insurance is in force and which results, solely, directly and independently of any pre-existing condition or other cause, in any of the events specified in the Policy within 12 calendar months of the date of its occurrence.

**Insured person** means a person specified in the Certificate of Insurance.

Jetstar means Jetstar Airways Pty Ltd ABN 33 069 720 243.

**Luggage** means personal items, including sporting equipment, dentures and or dental prostheses designed to be worn or carried by **you** which **you** take with **you** or buy during **your trip**.

Motor cycle means a motorised cycle.

**Mountaineering** means the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Policyholder** means the person identified in the application for insurance and specified in the Certificate of Insurance as the policy holder

#### Pre-existing medical condition means

- (a) any illness, disease or other condition, including symptoms thereof suffered by you, your relative, business associates, or travelling companion, which in the I year period before you applied for insurance:
  - (i) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or

- (ii) required taking prescribed drugs or medicine, or tests or further investigation had been recommended by a legally qualified medical practitioner; or
- (iii) was treated by a legally qualified medical practitioner or treatment had been recommended by a legally qualified medical practitioner.
- (b) any congenital, hereditary, chronic or ongoing condition of yours, your relative, business associates, or travelling companion which you or they are aware of, or could reasonably be expected to be aware of, before you applied for insurance.

The medical conditions which follow are not **pre-existing medical conditions** provided there are no planned medical procedures, and there have been no complications or exacerbations of these conditions within the last six (6) months. In all other circumstances, **pre-existing medical condition** will not be covered under this Policy.

| Acne   | Hayfever   |
|--|--|
| Allergies  | Haemorrhoids   |
| Asthma (nil attacks<br>requiring hospitalisation or<br>medical treatment within<br>the last 12 months)                   | Hiatus Hernia  |
| Broken/Fractured Bones<br>(providing these are<br>completely healed with<br>no ongoing treatment or<br>residual problem) | Hip/Knee Replacements<br>(performed more than<br>12 months ago and no<br>ongoing treatment or<br>residual problem) |
| Cataracts  | Hypothyroidism   |
| Coeliac Disease  | Insomnia   |
| Eczema   | Menopause/HRT  |
| Essential Tremor   | Restless Leg Syndrome  |
| Gastric Reflux   | Tinnitus   |
| Glaucoma   | Varicose veins   |

**Public place** means but is not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.

**Relative** means **your** spouse, parent, parent-in-law, grandparent, step-parent, sister, sister-in-law, brother, brother-in-law, daughter, step-daughter, daughter-in-law, son, step-son, son-in-law, grandchild, guardian, flancé, flancée, half-brother, half-sister, niece or nephew.

**Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, **injury**, harm or disruption, or committing of an act dangerous to

human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **terrorist acts**. **Terrorist act** shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.

Travel Guard® means our assistance provider.

**Travelling companion** means the person who is to travel with **you** for at least 50% of the **trip** and who made arrangements to accompany **you** before **you** began the **trip**.

**Trekking** means an overnight hike, tramp, trek or similar activity through mountainous terrain, national parks or reserve lands normally undertaken on foot but can be by other means including but not limited to on animal or offroad vehicle, and which involves an overnight stay in the wilderness including campsites, huts or lodges. For purpose of clarity it does not mean **mountaineering**.

**Trip** means the travel **you** are undertaking and which is either a **return trip** or a **one way trip**:

**Return Trip** means where **you** have selected the fares which are return **Jetstar** travel tickets departing from and returning to Australia under such travel tickets.

**One Way Trip** means where **you** have selected a one way **Jetstar** travel ticket departing from Australia and arrives at the destination specified on such travel ticket.

**Unattended** means, but is not limited to, when an item is not on **your** person at the time of loss, left with a person other than **your travelling companion**, left in a position where it can be taken without **your** knowledge including on the beach or beside the pool while **you** swim, leaving it at a distance where **you** are unable to prevent it from being unlawfully taken.

**Valuables** means sunglasses, antiques, works of art, iewellery, watches.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/Our/Us/Insurer** means AIG Australia Limited (AIG) ABN 93 004 727 753 AFSL 381686.

You, Your, Yourself means each of the insured persons as shown on the Certificate of Insurance and any accompanying infant.

#### **General Exclusions**

**We** will not pay a claim under any Section of this Policy if such claim is in connection with:

- nuclear explosion including all effects thereof; or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof.
- riot or civil commotion unless you have already left Australia or you have paid for your travel and accommodation and your Policy was in force prior to the riot or civil commotion.
- 3. You participating in:
  - (a) extreme sports and sporting activities;
  - (b) competition sports;
  - (c) any professional sports or any sport in which you would or could earn or receive remuneration, donation, sponsorship or financial rewards of any kind;
  - (d) racing other than on foot (i.e. human);
  - (e) expeditions;
  - (f) hunting trips and safaris that are not provided by a licensed commercial operator;
  - (g) off-piste skiing/snowboarding;
  - (h) white water rafting grade 4 or above;
  - (i) sailing outside of territorial waters;
  - (j) scuba diving unless you hold a PADI certification (or similar recognised qualification) or you are diving with a qualified instructor. In these situations the maximum depth that we will cover is as specified under your PADI certification (or similar recognised qualification) but no deeper than thirty (30) meters and you must not be diving alone; or
  - (k) motor cycling unless:
    - (i) the motor cycle is 125cc or less and you or the person in control of the motor cycle hold a valid motor cycle licence for the country/region/ territory the motor cycle is being operated in; or
    - (ii) the motor cycle is 126cc or greater and you or the person in control of the motor cycle, holds
      - a current and valid licence for the motor cycle being used in Australia, and
      - a valid motor cycle licence for the country/ region/territory the motor cycle is being operated in; and

at all times local road rules are being adhered to and a **motor cycle** helmet and appropriate safety gear is being worn.

- 4. You participating in:
  - (a) mountaineering;
  - (b) outdoor rock climbing or abseiling; or
  - (c) undertaking (non-air) travel above 5,500 metres or **trekking** above 3,000 meters.

Exclusions 4(b) and 4(c) above shall not apply to organised harnessed outdoor rock climbing, harnessed abseiling and **trekking** that are:

- (i) available to the general public without restriction, other than general health and fitness warnings; and
- (ii) provided by a recognised commercial local tour operator or activity provider; and
- (iii) provided under the guidance and supervision of qualified guides and/or instructors of the tour operator or activity provider and always subject to **you** following their advice and/or instruction; and
- (iv) such activity takes place below 5,500 meters.
- piloting or crewing of any aircraft, skydiving/ parachuting (except tandem skydiving/parachuting when undertaken with a commercial company), gliding, hang-gliding, para-gliding and any other like airborne activities.
- 5. any pre-existing medical condition(s).
- deliberate exposure to exceptional danger unless in an attempt to preserve life, your own or others.
- 7. **your** suicide, attempted suicide, intentional self-Injury.
- sexually transmitted disease of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Relating Complex (ARC) or Human Immunodeficiency Virus (HIV).
- you having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of any drug other than a drug administered by, or in accordance with the advice of a legally qualified medical practitioner.
- you travelling against medical advice or for the purpose of obtaining medical advice or treatment or if a terminal or malignant prognosis was given before you purchase this insurance.
- losses which are recoverable from any other source or party.

- war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 13. **you** acting illegally or breaking any government prohibition or regulation.
- any consequential loss, including loss of enjoyment, or any financial loss not specifically covered in the Policy.
- 15. the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.
- 16. the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
- a government authority seizing, withholding or destroying anything of yours or any prohibition by or regulation or intervention of any government.
- 18. any interference with your travel plans by a government, government regulation or official authority including but not limited to refusal of a visa or permit to you or to any relative or travelling companion or restriction of access to any locality.
- you not acting in a responsible way to protect yourself and your property or to prevent or reduce your loss.
- 20. something that at the time of taking out this Policy you were aware of or could be expected to be aware of, which could bring about your making a claim under this Policy.
- 21. **you** failing to make precautions to avoid a claim after a warning have been issued in the mass media.
- 22. this policy will also not cover any loss, injury, damage or legal liability sustained directly or indirectly by any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

#### In addition to the above

23. The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its

parent company or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

- 24. This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.
- 25. This policy will not cover any claim, loss, injury, damage or legal liability suffered or sustained by residents of Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.

# **Pre-Existing Medical Condition(s)**

This Policy **DOES NOT** provide cover for travellers with **Pre-existing Medical Condition(s)**, except where detailed below.

#### A pre-existing medical condition means:

- (a) any illness, disease or other condition, including symptoms thereof suffered by you, your relative, business associates, or travelling companion, which in the one
  - (1) year period before **you** applied for insurance:
  - first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
  - (ii) required taking prescribed drugs or medicine, or tests or further investigation had been recommended by a legally qualified medical practitioner; or
  - (iii) was treated by a legally qualified medical practitioner or treatment had been recommended by a leaally aualified medical practitioner.
- (b) any congenital, hereditary, chronic or ongoing condition of yours, your relative, business associates, or travelling companion which you or they are aware of, or could reasonably be expected to be aware of, before you applied for insurance.

The medical conditions which follow are not **pre-existing medical conditions**, provided there are no planned medical procedures, and there have been no complications or exacerbations of these conditions within the last six (6) months. In all other circumstances, **pre-existing medical condition** will not be covered under this Policy.

Should **you** require cover for any **pre-existing medical condition**, please refer to **our** alternative travel insurance products available at

www.jetstar.com/au/en/travelinsurance

| Acne   | Hayfever   |
|--|--|
| Allergies  | Haemorrhoids   |
| Asthma (nil attacks<br>requiring hospitalisation or<br>medical treatment within<br>the last 12 months)                   | Hiatus Hernia  |
| Broken/Fractured Bones<br>(providing these are<br>completely healed with<br>no ongoing treatment or<br>residual problem) | Hip/Knee Replacements (performed more than 12 months ago and no ongoing treatment or residual problem) |
| Cataracts  | Hypothyroidism   |
| Coeliac Disease  | Insomnia   |
| Eczema   | Menopause/HRT  |
| Essential Tremor   | Restless Leg Syndrome  |
| Gastric Reflux   | Tinnitus   |
| Glaucoma   | Varicose veins   |

### **General Conditions**

The following conditions apply to this insurance:

#### 1. Policy Type

Depending on **your Jetstar** fare selection, **your** cover can be in relation to either a **return trip** or a **one way trip**.

This policy provides cover for a single trip only and the period of cover is:

- (a) In case of a return trip between the dates you have selected and which are shown on your Certificate of Insurance; and
- (b) In case of a one way trip between the travel commencement date shown on your Certificate of Insurance and terminating on either 13 days from the travel commencement date shown on the Certificate of Insurance or on the date you depart the sovereign territory of your Jetstar ticketed destination, whichever is sooner.

#### 2. Eligibility

To be eligible for cover under this Policy **you** must be:

- (a) either an Australian citizen or Australian permanent resident; and
- (b) aged under 60 years at the date of departure for your trip; and
- (c) intending to return to Australia on completion of the travel, unless otherwise agreed in writing by **us**.

If **you** are 60 years and over, please refer to **our** alternative travel insurance products which are available at **www.jetstar.com/au/en/travelinsurance** 

#### 3. Other Cover

We will not cover you for loss or an event or liability to the extent that it is covered by any other insurance policy, medical or health scheme or Act of Parliament or any benefit which we are legally prohibited to pay by law. We will however pay the difference between what is payable under that other insurance policy, medical or health scheme or the relevant Act of Parliament and what you would have been entitled to recover under this Policy to the extent permitted by law.

#### 4. Currency

All amounts are denominated in Australian dollars. All claims will be paid in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars will be the rate applying at the time the expense is incurred.

#### 5. Australian Law

This Policy is governed by the laws of the Australian state or territory in which the **insured person** resides and any dispute or action in connection therewith shall be conducted and determined in Australia.

#### 6. What You are Required to do

You must not deliberately or recklessly:

- (a) cause loss to any property covered by the Policy; or
- (b) cause loss for which **you** could be held legally liable either by doing something **you** should not do or failing to do something **you** should do.

If you think you are covered under this Policy for a claim made against you, you must immediately give us full details of that claim and all legal documents served on you. If you are covered, we have the right to negotiate or defend the claim in your name and we will require your co-operation.

#### 7. If You Have a Loss

If **you** suffer a loss that may lead to a Claim under the Policy **you** must:

- (a) do what **you** can to prevent any further loss or expense.
- (b) not admit liability for any loss.
- (c) lodge a written claim against the person or organisation that may be legally liable for your loss, illness or injury.

If **we** agree to provide cover, **you** agree to let **us** take over and pursue any legal right of recovery **you** may have and **you** must co-operate with **us** in any recovery action.

If you require hospitalisation or emergency transportation services or need to return home early for any reason and want us to pay, you must contact Travel Guard® and obtain approval before arrangements are made. Failure to do so may affect your claim. You are expected to follow the advice and instruction of Travel Guard® and, where required, our advice and instructions

#### 8. How to Make a Claim

If you need to make a claim, we will require you to:

- (a) provide us with original invoices, receipts and other vouchers relating to your loss or expenses. It is the responsibility of the insured person to provide proof of ownership of any lost, stolen or damaged items and we are under no obligation to make payment without this proof of ownership.
- (b) produce this Policy and **your** Certificate of Insurance.
- (c) provide us with all information we require. A claim form can be downloaded from www.jetstar.com/au/en/travelinsurance

Alternatively, should **you** have any enquiries in relation to entitlement to claim under this Policy, contact AIG for assistance on:

Phone within Australia: 1800 257 504

Phone outside Australia: + 61 3 9522 4597

#### 9. Cancellation

Subject to **your** rights under the Cooling Off Period, **we** will not refund any part of the premium if **you** cancel **your** cover after any part of this Policy has commenced or a claim has arisen.

#### 10. Automatic Extension

If **your** return to **your** home in Australia is delayed due to a claimable event under any of the sections under this Policy (other than the Legal Liability section), **we** will automatically extend **your** Policy without an additional premium charge:

- up to thirty (30) consecutive days from the date of expiry of the Policy; or
- forty eight (48) consecutive hours after the date of discharge from hospital if the delay was due to you being hospitalised overseas,

whichever is earlier, unless **we** have approved an extension beyond the forty eight (48) consecutive hours for reasons such as availability of flight or fitness to fly. In all cases, **you** must take the first available flight confirmed by **us**.



# **The Benefits**

#### SECTION 1

# **Cancellation Fee, Loss of Deposits**

A Policy **excess** of \$250 applies to each and every event per **insured person**.

#### We will pay:

- 1.1 the non-refundable unused portion of any amount paid for your prepaid travel tickets and bookings following cancellation, alteration, curtailment, or incompletion of your trip due to an unforeseeable event or any unforeseeable circumstances outside your control;
- 1.2 if incurred, your travel agent's cancellation fees of up to \$1,500 or the loss of the normal remuneration available to the agent had the trip gone ahead as planned, whichever is the lesser;
- 1.3 where an airline ticket was purchased using frequent flyer or similar air points, we will pay you for frequent flyer or similar air points lost following cancellation of your air ticket. The amount payable will be calculated as follows:
  - (a) If the airline will not refund your points, we will refund to you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, or
  - (b) If the airline will only refund a portion of your points, we will refund to you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of your points refunded back to you.

For benefit 1.3 to become payable:

- the reason for cancellation must be covered under this Section of the Policy;
- (ii) the loss of such points cannot be recovered from any other source; and
- (iii) before you submit a claim under this Section you must first request the airline to refund your points.

In addition to the General Exclusions applying to each Section of the Policy, no coverage will be provided in connection with:

- 1.4 the non-refundable unused portion of travel or accommodation arrangements where alternative travel or accommodation is paid for by us as part of a claim under this Policy.
- 1.5 you or your travelling companion changing your mind and deciding not to proceed with your original trip.

- 1.6 (a) any business commitment, financial or contractual obligation, including those of any travelling companion or relative; or
  - (b) business or employment, including but not limited to, not being able to take leave from that employment. This exclusion will not apply to you being retrenched from your usual full time employment in Australia.
- 1.7 the intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected terrorist act.
- 1.8 any terrorist act.
- 1.9 tours being cancelled because there were not enough people to go. This does not apply in relation to pre-paid travel arrangements purchased separately to get to and/or from your destination.
- 1.10 cancellation, delays or rescheduling caused by strikes by airline staff, airline contractors or suppliers or any other airline entity.
- 1.11 cancellation, delays or rescheduling caused by carriers.
- 1.12 **you** not complying with **your** ticket conditions.
- 1.13 pregnancy or childbirth except for:
  - (i) related complications before the 26th week of pregnancy, or
  - (ii) childbirth before the 26th week of pregnancy which was accelerated by accidental injury.

#### **SECTION 2**

# Overseas Medical, Hospital, Dental and Related Expenses

A Policy **excess** of \$250 applies to each and every event per **insured person**.

#### We will pay:

2.1 Your reasonable medical, surgical and hospital expenses necessarily incurred outside Australia, as a result of you suffering an accidental injury or illness which first occurs or becomes apparent during your trip. All medical treatment must be provided by a legally qualified medical practitioner.

# If you are hospitalised you must contact Travel Guard® as soon as possible.

- 2.2 Your reasonable emergency overseas dental costs up to \$500 for the relief of sudden and acute pain, given or prescribed by a legally qualified dental practitioner and necessarily incurred outside Australia.
- 2.3 The reasonable cost of repatriating you to another country/region/territory or to bring you home to Australia as a result of injury or illness and on the written advice of a legally qualified medical practitioner. If you want to move and want us to pay for it, you must contact us first and get our agreement. At our discretion, we will decide on which action to take based on strict medical necessity and as agreed by our medical adviser. If we bring you home to Australia, we will use your return ticket towards our costs.
- 2.4 In the event of **your** death, the reasonable cost of returning **your** remains to **your** residence in Australia, or the reasonable cost of a funeral or cremation if **your** body is buried or cremated at the place of **your** death. The maximum **we** will pay under this benefit is \$20,000 per **insured person**.
- 2.5 The reasonable extra travel and accommodation expenses (less any refund received for the unused prepaid travel and accommodation arrangements) actually and necessarily incurred on the written advice of a legally qualified medical practitioner and with our written agreement, for one person to travel to, remain with, or accompany you back to your residence in Australia, as a result of you suffering an accidental injury, or illness during your trip.

# In addition to the General Exclusions applying to each Section of the Policy, no coverage will be provided in connection with:

- 2.6 medical, surgical, hospital, dental, ambulance, and nursing home expenses and any other related expenses incurred in Australia.
- 2.7 medical, surgical, hospital, dental ambulance, and nursing home expenses and any other related expenses incurred more than 12 consecutive months after the accidental **injury**, or illness which is the subject of the claim, first occurred.
- 2.8 expenses incurred for continuing treatment including any medication commenced prior to the date the travel was purchased, and which you have been advised to continue during your trip.
- 2.9 expenses incurred for dental treatment due to normal wear and tear, or the normal maintenance of dental health, or lack thereof.
- 2.10 any claim for which **you** are entitled to receive reimbursement from workers' compensation and other statutory scheme or private health insurance.
- 2.11 pregnancy, or childbirth except for:
  - (i) related complications before the 26th week of pregnancy, or
  - (ii) childbirth before the 26th week of pregnancy which was accelerated by accidental injury.
- 2.11 any expenses incurred from using a hospital for addiction treatment or as a nursing, convalescent or rehabilitation place.
- 2.12 the cost of a return ticket if **you** have not purchased a return air ticket to Australia. **We** will deduct from **your** claim the cost of the fare between **your** last intended place of departure and Australia, at the same cabin class as **your** initial departure fare.

#### **SECTION 3**

# **Emergency Expenses**

A Policy **excess** of \$250 applies to each and every event per **insured person**.

# 3.1 Accommodation, Meals and Travelling Expenses We will pay:

Your reasonable additional accommodation, meals and travelling expenses, including emergency personal telephone calls, if your trip is disrupted as a result of:

- your passport or travel documents being lost or stolen.
- natural disaster or severe weather conditions.
- you innocently breaking any quarantine regulation.
- cancellation, delay or diversion of your scheduled public transport services caused by riot, strike, civil commotion.
- serious damage to your home or business premises in Australia.
- your treating doctor certifying that you or your travelling companion are unfit to continue with your original itinerary or an amended itinerary.
- an accident involving your means of transport.

The most we will pay for all claims under this Section 3.1 is \$500 per insured person.

#### 3.2 Early Return Home

#### We will pay:

**Your** additional expenses to return to **your** home in Australia if there is an unexpected death or sudden **injury** or illness involving

- your travelling companion;
- your relative residing in Australia or New Zealand;
- your traveling companion's relative residing in Australia or New Zealand; or
- your close business associate in Australia.

For coverage under 3.2, **you** must contact **us** first and get **our** agreement on the expenses incurred. **You** must also provide **us** with a letter from the treating doctor to support **your** claim that it was medically necessary, or the condition of the other person was serious enough, to warrant **your** early return home.

The most we will pay for all claims under this Section 3.2 is \$500 per insured person.

# 3.3 Missed Transport Connection for Special Events We will pay:

If you have to attend a prearranged wedding, funeral, conference or sporting event, which cannot be delayed because of your late arrival but due to any unforeseeable circumstances outside your control, you miss your transport connection and are unable to arrive at your destination by the time originally intended, we will pay for your reasonable additional expenses incurred to enable you to use alternative scheduled public transport services to arrive at your destination on time.

# The most we will pay for all claims under this Section 3.3 is \$500 per insured person.

In addition to the General Exclusions applying to each Section of this Policy, no coverage will be provided in connection with additional travelling expenses where **we** have also paid a claim under Section 1 in respect of the same period.

#### 3.4 Hijack and Kidnap

#### We will pay:

If whilst on **your trip**, the schedule public transport services on which **you** are travelling is hijacked or **you** are kidnapped, **we** will pay **you** an amount of \$500 for each complete 24 hour period that **you** are held captive. The maximum period for which **we** will pay is 10 days.

The most we will pay under this Section 3.4 is \$5,000 per insured person.

# 3.5 Home Help in Australia

#### We will pay:

Up to \$500 per week towards the cost of home help services **you** necessarily incur immediately upon **your** return to Australia, provided that such home help:

- (a) is required as a result of injury or illness that necessitate your hospitalisation for at least 10 consecutive days during your trip;
- (b) does not include nursing or medical services;
- (c) is supplied by a company providing housekeeping or similar services who is registered for GST in Australia and it is not supplied by a family member or business associate;

(d) is certified by a legally qualified medical practitioner, who is not a family member, as necessary and directly relating to the injury or illness which necessitated the hospitalisation.

The most we will pay for all claims under this Section 3.5 is \$1,500 per insured person.

In addition to the General Exclusions applying to each Section of this Policy, no coverage will be provided in connection with:

- 3.6 pregnancy, or childbirth except for:
  - (i) related complications before the 26th week of pregnancy, or
  - (ii) childbirth before the 26th week of pregnancy which was accelerated by accidental injury.
- 3.7 any expenses incurred from using a hospital for addiction treatment or as a nursing, convalescent or rehabilitation place.
- 3.8 the cost of a return ticket if you have not purchased a return air ticket to Australia. We will deduct from your claim the cost of the fare between your last intended place of departure and Australia, at the same cabin class as your initial departure fare.
- 3.9 additional travelling expenses where we have also paid a claim for the cost of cancellation fees or loss of deposits on bookings in respect of the same period. This exclusion will not apply where the additional expenses are incurred directly as a result of the hospitalisation or death of you or your travelling companion, and are agreed by us.
- 3.10 any **terrorist act**. This exclusion does not apply to Section 3.4 above.
- 3.11 any intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected **terrorist act**. This exclusion does not apply to Section 3.4 above.
- 3.12 (a) any business commitment, financial or contractual obligation, including those of any travelling companion or relative; or
  - (b) business or employment, including but not limited to, not being able to take leave from that employment. This exclusion will not apply to you being retrenched from your usual full time employment in Australia.

#### SECTION 4

# Luggage

A Policy **excess** of \$250 applies to each and every event per **insured person** made under this Section except for Section 4.2

#### We will pay:

4.1 For accidental loss of or damage to **your luggage** and personal effects. At **our** discretion, **we** may choose to replace, repair, or pay for the loss or damage in cash, after making allowance for depreciation, and wear and tear. Payment will not exceed the original price **you** paid for **your luggage** and personal effects.

Maximum we will pay for each item\* is:

|                                    | Maximum Sum Insured   |
|------------------------------------|---|
| Electronic equipment and valuables | \$250 per item and<br>\$750 for all electronic<br>equipment and<br>valuables combined |
| Each other item                    | \$250 per item  |

<sup>\*</sup> A pair or set of items is treated as one item (e.g. a set of golf clubs, and a pair of earrings)

- 4.2 For emergency replacement of **luggage** up to \$300 per **trip** if **your** total **luggage** is delayed, misdirected or temporarily misplaced by any carrier for more than 10 hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items **you** needed to purchase. (No **excess** is applicable). The amount paid by **us** will be deducted from any **luggage** claim payable under Section 4.1.
- 4.3 For the non-recoverable cost of replacing personal travel documents, credit cards and travellers cheques taken with **you** on the **trip**.
- 4.4 For **your** legally liability for payment arising out of unauthorised use of **your** travel documents, credit cards and travellers' cheques, following theft during the **trip** by any person not **your relative**.

The most we will pay for all claims combined under this Section 4 is \$2,500 per insured person.

In addition to the General Exclusions applying to each Section of the Policy, no coverage will be provided in connection with:

4.5 losses, liability or expenses that are for or relate to any furniture, furnishings and fittings.

- 4.6 damage or loss arising from electrical or mechanical breakdown of any item.
- 4.7 scratching or breakage of fragile or brittle items. This exclusion does not apply to the lens of spectacles, laptop computers, binoculars, photographic or video equipment. It also does not apply to any breakage or scratch caused by an accident involving any vehicle **you** were travelling in.
- 4.8 damage or loss arising from wear, tear, deterioration, or losses caused by atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, repairing, restoring or alteration.
- 4.9 **luggage** or travel documents left **unattended** in any **public place**.
- 4.10 luggage or travel documents left unattended in a motor vehicle unless it is locked in the boot or locked luggage compartment.
- 4.11 any luggage left overnight in a motor vehicle even if it is in the locked boot or locked luggage compartment.
- 4.12 **electronic equipment** or **valuables** left **unattended** in a motor vehicle at any time.
- 4.13 any **luggage** shipped under any freight agreement or sent by postal or courier services.
- 4.14 any **luggage** that **you** leave somewhere else and which will not be travelling with **you**.
- 4.15 loss of or damage to any sporting equipment, including surfboards, snowboards, sailboards and boogie boards, whilst in use.
- 4.16 any goods that are intended for sale, trade, tools of trade or trade samples.
- 4.17 losses due to devaluation or depreciation of currency.
- 4.18 loss, destruction or damage recoverable from any other sources
- 4.19 loss of cash and negotiable items, gold or precious metals, precious unset or uncut gemstones.
- 4.20 any **electronic equipment** and **valuables** not carried as hand-luggage.
- 4.21 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.

#### **SECTION 5**

# **Legal Liability**

A Policy **excess** of \$250 applies to each and every event per **insured person** made under this Section.

#### We will pay:

- 5.1 All damages and compensation, including legal expenses, incurred with our written consent which you become legally liable to pay as a result of your negligence during the trip causing:
  - (a) bodily injury including death or illness, or
  - (b) loss of or damage to property.

The most we will pay for all claims under this Section 5 is \$1,000,000.

In addition to the General Exclusions applying to each Sections of the Policy, no coverage will be provided in connection with:

- 5.2 **injury** to **your travelling companion** or to a **relative**.
- 5.3 **injury** to any of **your** employees arising out of or in the course of employment.
- 5.4 loss of or damage to property owned by, or in the control of, you, your relative, or your travelling companion, or an employee of any of the aforementioned persons.
- 5.5 loss of or damage to property, or **injury** arising out of, **your** business, trade or profession including professional advice given by **you**.
- 5.6 any contract unless such liability would have arisen in the absence of that contract.
- 5.7 punitive, aggravated or exemplary damages.
- 5.8 any fine or penalty.
- 5.9 loss which would be covered under workers' compensation legislation, an industrial award or agreement, or accident compensation legislation.
- 5.10 any loss arising from any **terrorist act**.
- 5.11 any loss arising from any intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected terrorist act.
- 5.12 any claim against **you** arising out of ownership, custody, or use of any motor vehicle or mechanically propelled vehicle, any aircraft, watercraft or firearms.

# Financial Services Guide

This Financial Services Guide (**"FSG"**) provides information to assist **you** to decide whether **you** wish to use any of the services offered by AIG. It also sets out other information required by law to be included in an FSG.

For example, the FSG contains information about remuneration that may be paid to Jetstar Airways Pty Ltd and other relevant people or organisations related to the services offered. It also contains information about how **you** may access dispute resolution.

# **General Advice Warning**

When arranging **your** insurance **we** may provide **you** with General Advice. General Advice is provided without taking into consideration **your** personal circumstances, objectives or financial situation.

Because of this **you** need to read the Product Disclosure Statement to consider if it is right for **you** before deciding whether to acquire the **Jetstar** Essential Overseas Travel Insurance policy to ensure that it suits **your** needs.

### **How Jetstar is Remunerated**

From the premium **you** pay, **Jetstar**, who are responsible for most of the administration, marketing distribution costs incurred in connection with the product, will receive remuneration based on a percentage of the premium **as well as a Bonus Commission based on profitability of the insurance**. **You** may request further details as to the remuneration payable by contacting AIG, provided such request is made within a reasonable time after **you** receive this FSG and before **we** provide **you** with any General Advice.

#### **About Jetstar**

**Jetstar** is appointed for this purpose as a General Insurance Distributor under ASIC Class Order CO 05/1070 to distribute this insurance product issued by AIG. **Jetstar** is not authorised to provide any advice or bind any businesses on behalf of AIG.

Contact details for **Jetstar** are:

Jetstar Airways Pty Ltd ABN 33 069 720 243 GPO Box 4713 Melbourne VIC 3001 Australia

Phone within Australia: 131 538

Phone outside Australia: + 61 3 8341 4901 Insurance Enquiries (AIG) 1800 257 504 **Jetstar** may deal in specified general insurance products that are issued/insured by:

#### AIG Australia Limited (AIG)

ABN 93 004 727 753 AFSL 381686 Level 12, 717 Bourke Street Docklands Vic 3008

# **Providing Instructions to AIG**

Instructions are able to be received by:

- Telephone 1800 257 504
- Fax (03) 9522 4651
- Email traveladmin@aig.com
- Letter or
- In person

If **you** need to contact **Jetstar**, contact details are on pages 2 and 36.

Please contact AIG with any travel insurance enquires on 1800 257 504.

# If You Have a Complaint

**We** welcome every opportunity to resolve any concerns **you** may have with **our** products or service. **You** can register a complaint by telephoning **us** on 1800 339 669, lodging **your** complaint on **our** website or by writing to:

The Compliance Manager AIG Australia Limited Level 12, 717 Bourke Street, Docklands VIC 3008

As soon as **we** receive **your** complaint we will take all possible steps to resolve it. **You** will receive a written response to **your** complaint within 15 working days, unless **we** agree on a longer time frame with **you**.

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee (IDRC). The IDRC is comprised of senior management of the company who have the experience and authority to decide on matters brought to them. If you wish to have your complaint reviewed by IDRC please telephone or write to the person who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the IDRC in reviewing your claim or enquiry.

**Your** complaint will then be treated as a dispute. **You** may also make a request for a review by the IDRC by contacting:

The Chairperson IDRC AIG Australia Limited Level 12, 717 Bourke Street, Docklands VIC 3008

A written response setting out the final decision of the IDRC and the reasons for this decision will be provided to **you** within 15 working days of the date you advise **us you** wish to take **your** complaint to the IDRC.

If we are unable to provide a written response setting out the final decision we will keep you informed of progress at least every 10 days. If you are not satisfied with the finding of the IDRC, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can make decisions with which we are obliged to comply. Its contact details are:

Website: https://www.afca.org.au

Email: info@afca.org.au

Tel: 1800 931 678 (local call fee applies)

In writing to Australian Financial Complaints Authority,

GPO Box 3, Melbourne VIC 3001

**You** should note that use of AFCA does not preclude **you** from subsequently exercising any legal rights which **you** may have if **you** are still unhappy with the outcome. Before doing so however, **we** strongly recommend that **you** obtain independent legal advice.

If **your** complaint does not fall within AFCA's rules, **we** will advise **you** to seek independent legal advice or give **you** information about any other external dispute resolution options (if any) that may be available to **you**.

