

The Secretary  
Senate Community Affairs Committee  
PO Box 6100  
Parliament House  
Canberra ACT 2600



20.07.2007

Dear Secretary,

I am a self-funded retiree who had planned to operate a small business exporting products from Australia. I had worked for a multi national company for thirty years and enjoyed a good income, always paying top Australian marginal tax rates. During this period I had continually travelled with Australia's International Airline and was pleased to "Call Australia Home". In the event that I travelled independent from my employer, it was my practice to purchase International Travel Insurance from the Airline and its partnering Insurance Company. I was of the belief that this was a secure policy.

In April 2006 I ventured into Asia with the intention of following up opportunities generated during previous excursions. In accordance with my usual practice I purchased Travel Insurance from the Airline, at their office at Melbourne International Airport.

This policy stated "Overseas Medical Expenses.....Cover includes hospital, para-medical and emergency dental costs incurred outside the Commonwealth of Australia. Section 1."

The following is a summary of my particular medical emergency:

Drugged, kidnapped, robbed and abandoned for 24 hours.  
Discovered by accident and rushed to a public hospital.  
Admitted to emergency ward and teeth smashed in a procedure necessary to save my life  
Unconscious for three days  
Woke up to find my arms and legs strapped down to the bed.  
Unconscious for another six days.....Critically ill!

During this period the following occurred:

Australian Consul visited me on more than one occasion but because of my condition could not communicate.  
Australian Consul rang my neighbours in a desperate attempt to locate my next of kin.  
Australian Consul advises my daughter that I was critically ill and that she should be with me.  
Australian Consul issues my daughter with a certificate to ensure minimum delays negotiating customs and immigration.

Thieves in Bangkok systematically milked my bank cards...over 60 transactions.

My daughter, when she arrived worked closely with the Australian Consul to have me transferred to the intensive care ward at a private hospital, and to cancel the Mastercard and Asia Bank cards.

I eventually returned to Australia 7.5 kg lighter in a wheelchair, and now, a year later have physically recovered.

However amongst other issues, I am having much difficulty in dealing with the statement from the insurer. **"We are prohibited from funding any of your health costs in Australia by The Commonwealth of Australia Health Act 1953."**

The smashed teeth costs were incurred out of Australia but the injuries could not be fixed out of Australia because I was critically ill! I offered to go back and have them fixed at the Bangkok Hospital at a later date, but was informed that I now had a pre-existing condition.

The insurers position appears to be supported by the Office of the Victorian Insurance Ombudsman.

I wrote to the insurer requesting clarification for the future regarding cover during domestic legs of international travel, such as transferring from Melbourne to the airline's primary hub in Sydney. In that the Commonwealth Health Act 1953 prohibits the insurer from paying claims within Australia, does it then follow that the medical cover only becomes effective at the point of immigration?  
No response was received regarding this query.

Under current conditions it appears possible that Australian Seniors and Families who try to do the right thing could be devastated on their return to the country that they "still call home"  
(Or even possibly before they leave their country)

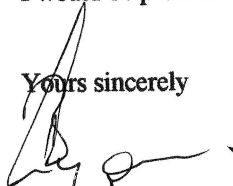
There is something fundamentally wrong! In 1953, 54 years ago, there was no such thing as a Jumbo Jet!  
Volumes of International Travel were minuscule compared to 2007.

I believe in particular that the Senior Citizens of Australia need to be fully informed of the Prohibitions associated with the Commonwealth Health Act 1953, prior to embarking on an overseas trip. If an Australian Senior was to experience an emergency like mine, then it is possible that when they return to their home country their life savings could be exhausted, when the insurance company informs them of the aforementioned Prohibitions after the event.

I am indeed grateful for the support of Ms. Jenny Macklin MP, who thought it relevant that I should make this submission.

I would be pleased to provide all records for the scrutiny of the inquiry.

Yours sincerely



Brian Lyons

Jenny Macklin MP  
Shadow Minister for Families and Community Services  
149 Burgundy Street  
Heidelberg VIC 3084

Dear Ms. Macklin,

I have enclosed a communication from the Department of Foreign Affairs and Trade which appears in a number of newspapers and sometimes in the form of television messages. I firstly must point out that I have every respect for DFAT and will always be eternally grateful to the Department for their assistance during my critical illness following an assault last year in Bangkok.

DFAT are encouraging Australians to cover themselves with International Travel Insurance and this is a commendable initiative from the Australian Government. I have visited the DFAT web site, however I am unable to secure information regarding my particular circumstances.

It seems contradictory that DFAT urges travellers to purchase International Travel Insurance and then the Australian Health Act of 1953 prohibits an insurance company from paying health costs incurred, if an injured traveller is fortunate enough to make it back to Australia. It seems negligent that this information concerning the prohibition under the Commonwealth Government Health Act of 1953, is nowhere to be seen on the PDS of the insurance company, and unless I am mistaken on the DFAT website, Smartraveller.

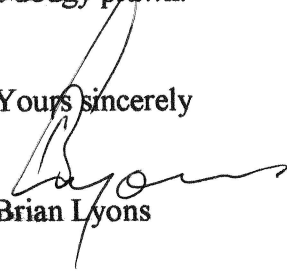
My interpretation of the DFAT communication is that maybe a "dodgy prawn" is a reasonably uncomplicated condition. For those unfortunate Australian Families like mine, to bring a condition or illness back to Australia is not to be seriously compared with a dodgy prawn.

To find that the very Government that supposedly protects Australian Travellers, under certain circumstances, may, along with the Insurance Company and the Airline abandon them, when for example they return to Australia with their teeth smashed as a result of an assault or accident, can only be "Unfair and Un Australian".

It seems incomprehensible that this information regarding the aforementioned health issue and the prohibitions associated with the Commonwealth of Australia Health Act 1953, is not required to be stated on the PDS of the Insurance Company and it certainly does not appear enjoy a profile in the DFAT communications.

I urge you to consider the ramifications for Australian Travellers and Families, and to take the necessary action to communicate the reality to Australian citizens. Under current conditions Australian Families in addition to purchasing Airline badged International Travel Insurance, need to take pre and post travel life style preserving precautions, to ensure that they, because of ambiguous, imprecise, possibly negligent information, do not come home to an unwelcome surprise infinitely more sinister than a dodgy prawn.

Yours sincerely



Brian Lyons

June 25 2007