

## American Express Global Guardian

Policy Wording



ace insurance

### Most Important

This Policy is issued on the condition that You are:

- a) not aware of any circumstance which is likely to give rise to a claim; and
- b) a permanent resident of New Zealand and will be returning to Your Home at the completion of the Period of Insurance and within twelve (12) months of the Journey commencing.

#### **American Express ACE Rescue**

As a Cardholder You automatically have the benefit of ACE Rescue should You need urgent help or advice while overseas. For assistance ring **64 9 359 1616**

Where Your claim is excluded or falls outside the Policy coverage, the provision of emergency assistance by ACE Rescue will not in itself be an admission of liability.

Considerable effort is made to locate, assess and reassess medical facilities and other services worldwide. However, the medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country and accordingly, it is not always possible to have control over these factors. In these circumstances, responsibility for any loss, medical complication or death resulting from any factor reasonably beyond Our control, cannot be accepted by ACE Rescue or Us.

### Important Information Regarding Your Policy

#### **Your Policy**

Your Policy Wording and Policy Schedule describe the insurance contract between You and Us. In return for You paying Us the premium, We insure You for leisure and business travel subject to the terms, conditions and exclusions in Your Policy Wording and Policy Schedule. Your Policy can only be purchased with Your American Express card.

#### **Please Read Your Policy**

It is important that You carefully read and understand Your Policy Wording and Policy Schedule because they describe the terms, conditions and exclusions that apply to Your insurance under Your Policy.

#### **Checking Your Policy**

Please check Your Policy Wording and Policy Schedule to make sure all the information on them is correct. Please let Us know straight away if any alterations are needed. Please contact Us if You change Your address or account details.

#### **Contacting Us**

If You have any queries or need to contact Us, please telephone Us toll free on: **0800 656 667** or write to Us at ACE Insurance Limited PO Box 1497 Auckland New Zealand.

#### **Keeping Your Documents Safe**

You should keep Your Policy Wording and Policy Schedule in a safe place in case You need to refer to them in the future. Certain types of cover under Your Policy require You to provide receipts and other documentary evidence to Us. You should keep those documents in a safe place in case We need them to settle a claim.

#### **Important facts about Your Policy**

Your Policy will not cover You for any part of a Journey:

- (a) unless the Journey commences and terminates while this Policy is in force; or
- (b) which exceeds ninety (90) days.

### Cover Under Your Insurance Policy

#### **Who and What is Insured**

You are insured for leisure and business travel subject to the terms, conditions and exclusions in Your Policy Wording and Policy Schedule.

### The Meaning of Certain Words

The following words when used with capital letters in Your Policy Wording or Policy Schedule have the meaning given below:

**We, Our, Us** means ACE Insurance Limited.

**You, Your** means the persons named as the Insured on Your Policy Schedule with respect to whom premium has been paid or agreed to be paid. If the Family Plan has been selected You includes the Principal Insured, their Spouse/Partner and their Dependent Children provided they are listed on the Policy Schedule and travelling with the Principal Insured.

**Spouse/Partner** means a Principal Insured's husband or wife and includes a defacto and/or life Partner with whom a Principal Insured has continuously cohabited for a period of three (3) months or more.

**Dependent Children** means children not in full-time employment and under the age of twenty-one (21) years who are travelling with the Principal Insured on the Journey.

**Accidental Death** means death occurring as a result of an Accidental Injury and includes Disappearance.

**Accidental Injury** means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent, external and visible means; and
- (b) occurs during the Period of Insurance; and
- (c) within twelve (12) months of the bodily injury, results solely and independently of any other causes (except sickness directly resulting from medical or surgical treatment rendered necessary by the Accidental Injury) in such injury, providing the injury is covered under Your Policy; and
- (d) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

**Application Form** means the application form for Your Policy, which You complete or which is completed on Your behalf prior to You entering into Your Policy.

**Commencement Date** means 12.01am New Zealand Standard Time on the date Your completed Application Form is accepted by Us and which is shown on Your Policy Schedule.

**Disabling Injury, Sickness or Disease** means an injury, sickness or disease which requires immediate treatment by a Doctor.

**Disappearance** means if Your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which You were travelling on that date, We will presume You have died as a result of an Accidental Injury.

**Doctor** means a legally registered medical practitioner who is not You or Your relative.

**Existing Medical Condition** means:

- (a) any physical defect, condition, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a Doctor or dentist in the ninety (90) days prior to the issue of the Policy.
- (b) any chronic or ongoing medical or dental condition, illness or disease medically documented prior to the issue of the Policy.

**Home** means Your usual place of residence in New Zealand.

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

**Journey** means the period commencing at the time You leave Your Home or place of business in New Zealand and ceasing at the time You return to Your Home or place of business in New Zealand provided the Journey: a) commences and terminates while this Policy is in force; and b) has an overseas destination; and c) is for a period not greater than ninety (90) consecutive days.

**Period of Insurance** means one (1) calendar year from the Commencement Date. If You continue to pay the premium then, unless We advise prior to the Renewal Date that We will not be renewing, a policy with the same terms and conditions automatically comes into existence for one (1) year from the Renewal Date. However, if Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Commencement Date up to and including the date of cancellation or termination.

**Premium Due Date** means:

- (a) in the case of monthly paid premiums, the end of each month when the monthly premium instalment is payable; or
- (b) in the case of annually paid premiums, the end of each twelve (12) month period when the annual premium is payable.

**Principal Insured** means the person named as Principal Insured on Your Policy Schedule.

**Policy** means Your Policy Wording and Policy Schedule describing the insurance contract between You and Us.

**Policy Schedule** means the schedule, which We send You with Your Policy Wording.

**Policy Wording** means this document.

**Public Place** means shops, airports, streets, hotel foyers and grounds, restaurants, beaches, private car parks and any place the public has access to.

**Relative** means Spouse/Partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancée, niece, nephew, uncle, aunt, step-child, grandparent or grandchild provided such person is at the relevant time not more than eighty (80) years of age.

**Renewal Date** means one (1) year from the Commencement Date and subsequent anniversaries of that date.

**Rental Car** means a sedan, campervan, hatchback or station-wagon rented from a licensed motor vehicle rental company.

**Terminal Illness** means any medical condition which is likely to result in death.

**Transport Provider** means a properly licensed coach operator, airline, shipping line or railway company.

**Travelling Companion** means a person travelling with You on the Journey.

## The Benefits

### Section 1 Overseas Medical Expenses

If during the Period of Insurance while on a Journey, You suffer a Disabling Injury, Sickness or Disease, We will pay the usual cost of medical treatment and ambulance transportation which are provided outside New Zealand by or on the advice of a Doctor and which occur within twelve (12) months of the date of suffering the Disabling Injury, Sickness or Disease.

The maximum amount We will pay for Section 1 is the amount shown on Your Policy Schedule against Overseas Medical Expenses.

**We will not pay:**

1. for medical treatment or ambulance transportation which is provided in New Zealand.
2. for the continuation of treatment (including medication) commenced prior to the Journey.

### Section 2 Additional Expenses

#### **1. If You Become Ill**

If during the Period of Insurance and while on a Journey, You suffer a Disabling Injury, Sickness or Disease, We will pay the:

- a) reasonable additional hotel accommodation and transport expenses incurred by Your Travelling Companion who remains with or escorts You, until the completion of the Period of Insurance, You are able to resume Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor;
- b) reasonable additional hotel accommodation and transport expenses incurred by Your next of kin who travels to and remains with You, following Your being hospitalised as an in-patient, until the completion of the Period of Insurance, You are able to continue Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor and acceptance by ACE Rescue;
- c) reasonable additional hotel accommodation and transport expenses incurred by You and at the same class/level as originally booked, if You are unable to complete the Journey on the written advice of a Doctor; and
- d) reasonable expenses incurred in returning a hired motor vehicle to the nearest depot provided that, on the written advice of a Doctor, You are unfit to drive it.

#### **2. If You Die**

If during the Period of Insurance and while on a Journey, You die, We will pay reasonable funeral or cremation expenses or the cost of returning Your remains to Your Home. In either event, the maximum amount We will pay in total will not exceed \$10,000.

#### **3. If Your Home Is Destroyed By a Natural Disaster**

If during the Period of Insurance and while on a Journey, Your house is destroyed by a natural disaster, We will pay for the additional cost of Your early return to Your Home.

#### **4. Other Circumstances**

If during the Period of Insurance and while on a Journey, You incur reasonable additional hotel accommodation and transport expenses resulting from:

- a) disruption of Your scheduled transport because of riot, strike, civil commotion or hijack;
- b) loss of passport or travel documents, except involving government confiscation or articles sent through the mail;
- c) a quarantine regulation You unknowingly breach;
- d) a natural disaster;
- e) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling; or
- f) Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions,

We will pay those expenses provided You act reasonably in avoiding additional costs. In relation to (f), we will pay up to \$250 on Superior and Deluxe Plans, \$200 on Premier and Standard Plans, providing written confirmation of the delay has been obtained from the Transport Provider. The maximum amount We will pay under Section 2 is the amount shown on Your Policy Schedule against Additional Expenses.

#### **Conditions Applicable to Sections 1 and 2 Only**

1. We have the option of returning You to New Zealand if the cost of overseas medical and/or additional expenses are likely to exceed the cost of returning You to New Zealand, subject always to medical advice. We also have the option of evacuating You to another country.
2. In all cases, the cost of evacuation or to bring You back to New Zealand from overseas will only be paid if it was arranged by and deemed necessary by ACE Rescue.
3. If You are hospitalised, We will pay for a share room. If a share room is not available, We will, at Our discretion and that of Our medical advisers, pay to upgrade You to a single room.
4. If You do not hold a return airline ticket, an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.

### Section 3 Overseas Dental Expenses

If during the Period of Insurance while on a Journey, You require emergency dental treatment, We will pay the usual cost of such treatment, which is provided outside New Zealand by or on the advice of a dentist and which occur within 12 months of the first emergency dental treatment. The maximum amount We will pay for Section 3 is the amount shown on Your Policy Schedule against Overseas Dental Expenses.

**We will not pay:**

1. for dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue or involving the use of precious metals.
2. for the continuation of treatment (including medication) commenced prior to the Journey.

### Section 4 Cash For Hospital Stay

If during the Period of Insurance and while on a Journey, You suffer a Disabling Injury, Sickness or Disease, We will pay You \$50 for each twenty-four (24) hour period You are confined to a hospital overseas provided that the period of confinement exceeds forty-eight (48) hours. The maximum amount We will pay under Section 4 is the amount shown on Your Policy Schedule against Cash For Hospital Stay.

### Section 5 Credit Card Benefit Following Accidental Death On A Journey

If during the Period of Insurance and while on a Journey, You suffer an Accidental Death, We will pay the amount outstanding on Your American Express Card Account. The maximum amount We will pay under Section 5 is the amount shown on Your Policy Schedule against Credit Card Benefit.

**We will not pay:**

1. following a death which takes place twelve (12) months from the date of an Accidental Injury resulting in the death.
2. following death or injury arising from a disease or illness unless as the direct result of an Accidental Injury.

## **Section 6 Loss Of Deposits & Cancellation Charges**

If during the Period of Insurance, Your Journey is cancelled, curtailed or unable to be completed because of the unforeseeable death, Accidental Injury or illness of Your Travelling Companion, Relative or business partner in New Zealand or because of any other unforeseen circumstances outside Your control, We will pay You the non-refundable unused portion of all travel costs prepaid in advance including a travel agent's cancellation fee. The maximum amount We will pay for the travel agent's cancellation fee is \$100. The maximum amount We will pay under Section 6 is the amount shown on Your Policy Schedule against Loss of Deposits and Cancellation.

### **We Will Not Pay:**

1. for claims caused by Transport Provider delay or rescheduling other than when caused by strikes.
2. for claims caused by You or any other person deciding not to continue the Journey or changing Your plans.
3. for claims caused by Your financial circumstances or any contractual or business obligation.
4. for claims caused by the failure of Your travel agent to pass on monies to operators or to deliver promised services.
5. for claims caused by a request by Your Relative or employer unless You are a member of the New Zealand Armed Services or Police Force and Your leave is revoked.
6. for claims caused by a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
7. for claims caused by any government regulation, prohibition or restriction.
8. for claims caused by the death, injury, sickness or disease of any person living outside New Zealand.

## **Section 7 Missed Connection**

If during the Period of Insurance, Your Journey is delayed due to an unforeseeable circumstance outside Your control, resulting in You being unable to arrive in time to attend a wedding, funeral, pre-paid conference, 25th or 50th wedding anniversary or sporting event, which cannot be delayed due to Your late arrival, We will pay for the reasonable additional cost of using alternative public transport to arrive at Your destination on time. The maximum amount We will pay under Section 7 is the amount shown on Your Policy Schedule against Missed Connection.

## **Section 8 Resumption Of Journey**

If during the Period of Insurance, Your Journey is interrupted by Your return Home due to the death of a Relative in New Zealand, We will pay Your reasonable extra expenses actually and necessarily incurred (less any refund received for the unused prepaid travel and accommodation arrangements) to complete Your original travel arrangements. The maximum amount We will pay under Section 8 is the amount shown on Your Policy Schedule against Resumption of Journey.

## **Section 9 Luggage & Travel Documents**

### **1. Loss, Theft Or Damage**

If during the Period of Insurance and while on a Journey, Your luggage and/or personal effects are lost, stolen or damaged, We will, at our discretion, pay the value of that luggage and/or personal effects (after allowing for reasonable depreciation) or repair or replace that luggage and/or personal effects. The maximum amount We will pay under Section

9 for any one item, set or pair of items (including attached and unattached accessories) will not exceed the amount shown on Your Policy Schedule against 9a Item Limit except for:

- (a) Video and Electronic Equipment, where the maximum amount We will pay under Section 9 is the amount shown on Your Policy Schedule against 9b Video and Electronic Equipment; and
- (b) Laptop Computers, where the maximum amount We will pay under Section 9 is the amount shown on Your Policy Schedule against 9c Laptop Computers.

### **2. Travel Document Replacement**

If during the Period of Insurance and while on a Journey, Your travel documents and/or credit cards are lost or stolen, We will pay You their replacement cost. We will also pay for Your legal liability arising from their illegal use. You must however comply with all the conditions of the issue of the travel documents and/or credit cards prior to and after their loss or theft.

### **3. Delayed Luggage Allowance**

If during the Period of Insurance and while on a Journey, all Your luggage is delayed by a Transport Provider for more than twenty-four (24) hours, We will pay You up to \$600 on Superior or Deluxe Plans and up to \$500 on Premier or Standard Plans, for essential emergency items of clothing and toiletries You purchase. These limits are doubled if You have still not received Your luggage after seventy-two (72) hours. The original receipts for the items and written confirmation of the delay from the Transport Provider must be produced in support of Your claim. If Your luggage is not ultimately returned to You, any amount claimed under this benefit will be deducted from any entitlement under Sub-Section 1 of this Section.

The maximum amount We will pay under Section 9 is the amount shown on Your Policy Schedule against 9 Luggage and Travel Documents.

However, in the event that a claimable loss or damage to Your luggage and/or personal effects is incurred, We will allow You one automatic re-statement of that maximum amount but only in respect of loss or damage to Your luggage and/or personal effects.

### **We Will Not Pay:**

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report.
2. for items left unattended in any motor vehicle unless stored in the boot and forced entry is gained.
3. for items left unattended in any motor vehicle overnight (even if in the boot).
4. for jewellery, camera and video camera equipment, sound equipment, mobile telephones or portable computer equipment, left unattended in any motor vehicle at any time (even if in the boot).
5. for jewellery, camera and video camera equipment, sound equipment, mobile telephones or portable computer equipment whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany You as personal cabin baggage.
6. for more than \$1,000 in total for all jewellery placed in the care of a Transport Provider.
7. for items left unattended in a Public Place.
8. for sporting equipment whilst in use.
9. for items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied.
10. for surfboards or waterborne craft of any description.

11. for damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles, or to lenses in cameras, video cameras or binoculars.
12. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration.
13. for electrical or mechanical breakdown.
14. for negotiable instruments or any items described in Section 11 Money.

## **Section 10 Replacement Of Business Documents And Replacement Staff**

### **Replacement of Business Documents**

If during the Period of Insurance and while on a Journey, Your business documents, samples, recording and storage media or electronic data processing are accidentally damaged, destroyed or lost whilst in Your control or possession, We will pay You their reasonable replacement cost (including legal and clerical charges) but only for:

- a) the value of any document as stationery together with the cost of clerical and legal labour and not the value to You of the information contained in the document.
- b) the cost of delivering by post or standard courier service any replacement document or further sample to You.

### **Replacement Staff**

If during the Period of Insurance and while on a Journey, You die, suffer a Disabling Injury, Sickness or disease (confirmed in writing by a Doctor) or You return Home following the unexpected death of a Relative in New Zealand, We will pay the reasonable extra expenses (less any refund received for the unused prepaid travel and accommodation arrangements), actually and necessarily incurred, to:

- a) send a replacement person to complete Your business activities originally scheduled but not finalised, or
- b) allow You to complete the original business activities scheduled but not finalised.

The maximum amount We will pay under Section 10 is the amount shown on Your Policy Schedule against Replacement of Business Documents and Replacement Staff.

### **We will not pay:**

1. for any consequential loss following damage or loss of business documents, samples, recording and storage media or electronic data processing.
2. for any additional travel, accommodation or similar expenses incurred in replacing or repairing the damaged or lost property.
3. for any amount which was budgeted to be incurred during the original Journey.
4. For the matters in respect of which We state that "We will not pay" under Section 9.

## **Section 11 Replacement Of Money**

If during the Period of Insurance and while on a Journey, cash, bank or currency notes, postal or money orders are accidentally lost or stolen from Your person, We will reimburse You for their value. The maximum amount We will pay under Section 11 is the amount shown on Your Policy Schedule against Replacement of Money.

### **We Will Not Pay:**

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. All reports must be in writing by the police or Transport Provider at the time of making the report.
2. for loss or theft of cash, bank or currency notes, postal or money orders whilst not carried on Your person.

### **Section 12 Rental Vehicle Excess**

If during the Period of Insurance and while on a Journey, You become liable to pay a Rental Car insurance excess as a result of a collision involving, or theft of, a Rental Car whilst in Your control, We will pay You for one such excess. The maximum amount We will pay under Section 12 is the amount shown on Your Policy Schedule against Rental Vehicle Excess.

#### **We will not pay:**

1. unless as part of the rental arrangement, You have taken up all comprehensive motor insurance (including excess or deductible coverage) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the Rental Car during the rental period.
2. for any collision or theft arising from the operation of a Rental Car in violation of the terms of the rental agreement.

### **Section 13 Public Transport Hijacking**

If during the Period of Insurance and while on a Journey, You are detained on public transport due to it being hijacked by persons using violence or threat of violence, We will Pay You the daily amount shown on Your Policy Schedule against Hijacking for each twenty-four (24) hours You are forcibly detained by the hijackers up to the maximum period shown on Your Policy Schedule against Public Transport Hijacking.

### **Section 14 Kidnap & Ransom**

If during the Period of Insurance and while on a Journey, a person named as the insured on Your Policy Schedule is the victim of a Kidnapping, We will reimburse You for Ransom Monies consequently paid. The maximum amount We will pay for Ransom Monies under Section 14 is the amount shown on Your Policy Schedule against Kidnap and Ransom. We will also reimburse You for any Additional Expenses incurred following receipt of a ransom demand.

### **The Meaning of Certain Words Applicable to Section 14 Only**

**Kidnapping** means the illegal taking, seizing or detaining by force of a person named as the insured on the Policy Schedule and holding that person captive for the purpose of demanding payment of monies from You to secure their release.

**Ransom Monies** means any monetary loss which You incur in the event that cash or marketable goods, services or property are delivered to secure the release of a person named as the insured on the Policy Schedule after all recoveries have been taken into account.

**Additional Expenses** means the following expenses necessarily incurred by You or the Insured Person:

1. payment of the reasonable fees and expenses of independent negotiators retained by You as a result of a ransom demand, provided We have given Our prior written consent to use such negotiators.

2. any other reasonable expenses paid by You for the purpose of negotiating or paying such demand.
3. any other reasonable expense directly incurred by You for the purpose of investigating, negotiating or paying such a demand or recovering a person named as the insured on Your Policy Schedule but excluding:
  - a) any expenses, fees or damages incurred as a result of any suit, claim or proceedings brought against You arising out of such a demand.
  - b) any losses or damages caused or claimed as a result of any interruption to or interference with Your business activities.

#### **Conditions Applicable to Section 14 Only**

1. You must take all reasonable precautions to protect the confidentiality of this insurance.
2. This Policy is a reimbursement policy and We will not pay for or fund any Ransom Monies.
3. We will not act as Your negotiator or intermediary or advise You in dealing with the kidnappers.
4. In the event of a Kidnapping covered under this Policy, You shall make every reasonable effort to:
  - a) determine that the Kidnapping has actually occurred;
  - b) inform Us and the local law enforcement authorities of the ransom demand as soon as is reasonably practicable; and
  - c) record the serial numbers of any currency paid to secure the release of the kidnap victim.
5. You must take all reasonable care in the handling and minimising of any loss.
6. If after the payment of Ransom Monies, investigations establish that there was collusion or fraud by a person named as the insured in the Policy Schedule with anyone else in any loss, then You shall take all necessary action to prosecute such person and shall reimburse to Us all Ransom Monies paid for the loss.
7. The maximum amount We will pay under Section 14 for Ransom Monies is the amount shown on Your Policy Schedule against Kidnap and Ransom regardless of how many persons named as insureds on Your Policy Schedule are involved.
8. You must reimburse Us as soon as reasonably possible for any recoveries made after Ransom Monies have been paid under this cover.

#### **We will not pay:**

1. for any Ransom Monies paid if:
  - a) You have had insurance covering kidnap or ransom declined in the past, cancelled or issued with restricted cover.
  - b) You or a person named as the insured on Your Policy Schedule has:
    - (i) had an extortion demand made against You/them;
    - (ii) has been kidnapped; or
    - (iii) had an attempt at kidnap made against You/them.
2. the payment of any monies with respect to Kidnapping occurring in Mexico or any country located in Central or South America or in any country where the United Nation's armed forces are present.

### **Section 15 Personal Liability**

If during the Period of Insurance and while on a Journey, You commit an act of negligence which results in You becoming legally liable to pay compensation for either damage caused to someone else's property or the injury or death of someone else, We will pay that compensation. The maximum amount We will pay under Section 15 is the amount shown on Your Policy Schedule against Personal Liability.

### **We Will Not Pay:**

1. for loss of or damage to property belonging to or held in trust by or in the custody or control of You.
2. for injury, loss or damage caused directly or indirectly by, through or in connection with any mechanically propelled vehicle, aircraft or watercraft when You are the owner, driver or pilot thereof or have it in Your care, custody or control or where the pilot is Your employee or agent.
3. for injury, loss or damage to property caused by or arising from:
  - a) the nature of products sold by You,
  - b) advice furnished by You, or
  - c) the conduct of Your business, trade or profession.
4. for liability assumed under contract unless such liability would have arisen in the absence of such contract.
5. for aggravated, exemplary or punitive damages or the payment of any fine or penalty.
6. for liability arising out of any wilful or malicious act.
7. for liability arising out of the transmission of a sexually transmittable disease.

### **Section 16 Death And Disability**

If during the Period of Insurance, You suffer an Accidental Injury:

- 1) that results in Your Accidental Death, We will pay Your estate the amount shown on Your Policy Schedule against Section 16a Death, provided Your Accidental Death occurs within one (1) year of the Accidental Injury. The maximum amount We will pay in respect of Dependent Children is \$1,000 each; or
- 2) that results in Your Permanent total loss of sight in one or both eyes or the Permanent total loss of use of one or more Limbs within one (1) year of the date of the Accidental Injury, We will pay You the amount shown on Your Policy Schedule against Section 16b Disability. The maximum amount We will pay in respect of Dependent Children is \$10,000 each.

### **Policy Conditions Applying To Section 16**

1. You must obtain and follow advice and treatment given by a Doctor as soon as possible after suffering an Accidental Injury.
2. Where You and any number of other people insured by one (1) or more travel insurance policies underwritten by Us are entitled to claim under these Sections as a result of any one (1) occurrence or event, Our maximum accumulated liability for all insureds collectively will be limited to \$4,000,000. In this instance, We will be entitled to reduce the amount payable under the Policy on a pro-rata basis.

### **GENERAL EXCLUSIONS**

#### **We will not (under any section) pay for:**

1. claims for costs or expenses incurred outside the Period of Insurance.
2. claims involving air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by an airline or an air charter company.
3. claims arising as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
4. claims arising directly or indirectly from any nuclear reaction or contamination, ionising rays or radioactivity.

5. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities.
6. claims arising from any unlawful act committed by You or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim.
7. claims arising from any government prohibition, regulation or intervention.
8. claims under Sections 2 or 5 in respect of any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel.
9. claims in respect of travel booked or undertaken against the advice of any Doctor or after a Terminal Illness had been diagnosed.
10. loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care.
11. claims directly or indirectly arising from any Existing Medical Condition:
  - a) You or Your Travelling Companion have; or
  - b) of any other person unless the person is hospitalised or dies in New Zealand after the date the Policy is issued and at the time of issue of the Policy You have a reasonably held view that the chance of a claim occurring was highly unlikely. The maximum amount We will ever pay under this Policy for claims arising from an Existing Medical Condition is \$4,000 if Your Family Plan is not selected and \$8,000 if Your Family Plan is selected.
12. claims directly or indirectly arising from:
  - a) pregnancy or childbirth involving You or any other person if You are aware of the pregnancy prior to the date of issue of the Policy and,
    - i) where complications of this pregnancy have occurred prior to this date, or
    - ii) where the conception was medically assisted.
  - b) pregnancy or childbirth involving You or any other person after the twenty fourth (24<sup>th</sup>) week of pregnancy or where the problem arising is not an unexpected serious medical complication.
13. claims involving suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, the effect of alcohol or drugs or the transmission of any sexually transmittable disease or virus.
14. nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey.
15. claims involving participation by You or Your Travelling Companion in hunting, racing (other than on foot), polo playing, hang gliding, sports activities in a professional capacity, mountaineering or rock climbing using ropes or guides, bungee jumping or scuba diving unless You hold an Open Water Diving Certificate or are diving with a qualified diving instructor.
16. claims involving participation by You or Your Travelling Companion in motor cycling for any purpose except involving the use of a hired motorcycle with an engine capacity of 200cc or less, provided that the driver holds a current New Zealand Motor Cycle Licence.
17. claims involving participation by You or Your Travelling Companion in abseiling, ballooning, parachuting, paragliding or gliding.
18. claims involving consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy.
19. claims arising from the failure of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.
20. claims under Sections 2 & 6 arising from acts of terrorism.

## **General Conditions**

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### **Where does Your Policy apply?**

Your Policy insures You twenty-four (24) hours a day anywhere in the world.

### **New Zealand Law**

Your Policy is governed by the laws of New Zealand. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of New Zealand.

### **New Zealand Currency**

All payments by You to Us and by Us to You or someone else under Your Policy must be in New Zealand currency.

### **Premium**

This is an annual policy even though the premium can be paid by monthly instalments. We may change Your premium from the Renewal Date if We notify You of the change prior to that date. If You do not receive a renewal notice then Your premium will not change.

### **30 Day Review Period**

You have thirty (30) days after You receive Your Policy Wording and Policy Schedule to decide if they meet Your needs. You may cancel Your Policy simply by advising Us in writing within those thirty (30) days to cancel it. If You do this We will refund any premiums You have paid during this period. You will not receive a full refund if You have made a claim during this review period.

### **Commencement and Period of Your Policy**

Your Policy begins from the Commencement Date and continues for the Period of Insurance.

### **Renewal of Your Policy**

If after the Renewal Date You continue to pay and We continue to accept the premium, unless We state otherwise, a policy with the same terms and conditions automatically comes in to existence for twelve (12) months immediately following the Renewal Date.

### **Expiry of Your Policy**

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy.

### **Excess**

The excess is the first amount of a claim, which We will not pay for. The excess is \$100 for each and every claim under sections 1, 2, 3, 6, 7, 8, 9(1)a, 9(1)b, 10, 11 of the Policy

### **Limits of Liability**

The limits of Our liability for each of sections 1-15 of the Policy shall be the amount shown for that Section on Your Policy Schedule except:

- (i) the limit of liability for sections 1 and 2 collectively shall not exceed the amount shown for section 1 on Your Policy Schedule.
- (ii) if Family Plan is selected, the maximum amount payable for all persons named as the insured on Your Policy Schedule is twice the benefit shown for the Principal Insured on Your Policy Schedule.

## **Cancelling Your Policy**

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### **When You can cancel**

You can cancel Your Policy at any time. You must tell Us in writing if You want to cancel Your Policy. The cancellation will take effect at 12.01 am New Zealand Eastern Standard Time on the date We receive Your written cancellation.

If You cancel, We will refund the premium for Your Policy less an amount which covers the period for which You were insured. However, We do not refund any premium if We have paid a benefit under Your Policy.

### **When We can cancel**

Your Policy may be cancelled by Us by giving You written notice if You:

- (a) breach the duty of utmost good faith;
- (b) make a misrepresentation to Us before or at the time Your Policy was entered into;
- (c) breach a provision of Your Policy;
- (d) make a fraudulent claim under any policy of insurance;
- (e) engage in any act or omission which under Your Policy You are required to notify Us of, but You do not notify Us; or
- (f) engage in any such act or omission which under the terms of Your Policy authorises Us to refuse to pay a claim either in whole or in part.

We will give You a notice in writing to Your address on file. If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured.

### **Automatic cancellation**

Your Policy is cancelled automatically and without any written notice from Us if You do not pay the premium within thirty (30) days from the Premium Due Date. The cancellation takes effect from the Premium Due Date.

Your Policy will cancel automatically when You reach the maximum age shown on the Policy Schedule, this will be confirmed in writing. Any unused premium paid will be refunded.

## **Claims**

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### **Procedure for making a claim**

If You or Your legal representative wishes to make a claim You or they must:

- (a) complete a claim form (claim forms are available from Us);
- (b) attach to the claim form;
  - i. receipts for any expenses or proof of earnings that are being claimed;
  - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
  - iii. any other documentary evidence required by Us under Your Policy.
- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days of the event taking place which gives rise to a claim; and
- (d) give Us at Your, or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

### **Claims and monthly instalments**

If You are paying Your premium by monthly instalments, We may refuse to pay a claim or part of a claim if an instalment remains unpaid for at least fourteen (14) days after it was due.

### **Processing and payment of claims**

We must take all reasonable steps to pay a valid claim promptly. If We pay an Accidental Death benefit, We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You.

### **Making claims after Your Policy is cancelled**

If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the event which gives rise to the claim occurred before the date of cancellation.

## **The Fair Insurance Code**

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### **Our adoption of the Code**

The Code describes standards of good practice and service to be met by general insurance companies.

As part of Our commitment to serving You, We have adopted The Fair Insurance Code.

Further information on the Code is available from Us.

### **Dispute resolution**

We have developed an internal dispute resolution procedure in accordance with The Fair Insurance Code.

If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process.

Your query or complaint will then be reviewed and We will respond within 15 working days.

If Your dispute involves a claim and You are unhappy with Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Insurance and Savings Ombudsman. This external dispute resolution panel can make decisions, which We are obliged to comply with. Further information about the Insurance and Savings Ombudsman is available on request.

A brochure describing Our dispute resolution procedures in more detail is available from Us on request.

## **Privacy Statement**

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*ACE Insurance Limited wants to ensure that Our policyholders are confident that any information collected by Us is treated with the appropriate degree of confidentiality and privacy.*

### **Privacy Commitment**

*The following points explain why We collect and how We use Your information:*

- **Collection of Your personal information:** *We collect only relevant information necessary to provide competitive insurance products and services.*
- **How We use Your personal information:** *We use the information to provide insurance products and services and to issue and administer insurance policies.*
- **Disclosure of Your information:** *We limit the release of personal information. We will not sell customer information to telemarketing companies. We will share information only when necessary to market and administer Our own insurance products and services and when required by law.*
- **Your information is protected:** *We maintain strong security controls to ensure that the personal information in Our files and computers is protected.*
- **Your medical information is confidential:** *We will not use or share, internally or with any third parties, medical information for any purpose other than insurance underwriting or administration of a customer's policy or claim, as required by law or as authorised by You.*

- **We require strict privacy protections in our business relationships:** *We only engage in ventures with strategic partners that follow strict confidentiality requirements.*

Full details of ACE's Privacy Policy are available on request.

### **How to access, correct or update Your information**

You will always have access to any personal information about You that We hold. Should You wish to be provided with a copy of this information please contact Customer Relations Team on **0800 656 667**.

Your request will be actioned within 15 working days and copies of the information will be posted to Your current address. If You wish to correct any of the information please contact Our Customer Relations Team on **0800 656 667** or e-mail [customer.relations@ace-ina.com](mailto:customer.relations@ace-ina.com)

We will provide any information We hold, provided it is not the subject of a claim or legal proceedings or the request is frivolous or vexatious.

Should You be unhappy about Our treatment of Your personal information, please write to Customer Relations (ACE Insurance Limited PO Box 1497 AUCKLAND) clearly setting out the nature of Your concern and Our Privacy Disputes Panel will respond within fifteen (15) working days.

### **ACE Insurance Limited**

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Auckland

PO Box 1497 Auckland

Phone: 0800 656 667

Fax 0800 440 709



**ace insurance**