



ace insurance

Business Travel Insurance

Policy Wording

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1. About the Insurer

ACE Insurance Limited (Company No.:104656) (ACE) is the insurer of this product. In this document, "We", "Us", "Our" means ACE Insurance Limited.

Our contact details are:

CU1-3, Shed 24, Princes Wharf, Auckland 1010

Telephone: +64 (09) 377 1459

Facsimile: +64 (09) 303 1909

ACE is part of the ACE Group of Companies, one of the global leaders in insurance and reinsurance serving a diverse group of clients. Headed by ACE Limited (NYSE: ACE), a component of the Standard & Poor's 500 stock index, the ACE Group conducts its business on a worldwide basis with operating subsidiaries in more than 50 countries and the authority to do business in 140 jurisdictions.

With exceptional underwriting and claims teams, We are committed to excellence, integrity and to providing quality service and insurance products.

Around the world, Our clients and brokers can expect the highest level of commitment and service. We focus on Our clients, building strong relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

Financial Strength Rating

Please refer to ACE's website at www.aceinsurance.co.nz for Our most up to date financial strength rating.

2. Summary of the Cover

The following provides a general summary of the covers and their purpose. The covers are provided only if specified as applicable in the Schedule. Certain terms used in this summary are defined in the Policy. Refer to each section for details of the **benefits, conditions & exclusions**.

Section 1 - Personal Accident and Sickness Cover – We pay agreed lump sums or weekly benefits if an Insured Person suffers from a covered Event as a result of a defined Injury or Sickness. A number of additional benefits may also be payable under the additional cover provided.

Section 2 - Kidnap and Ransom/Extortion Cover – We reimburse the Insured for certain Extortion/Ransom Monies if an Insured Person is the subject of a covered Kidnapping whilst on a Journey.

Section 3 - Hijack and Detention – We pay the Insured a daily agreed amount while an Insured Person is subject to a covered Hijack or Detained as a result of a Hijack for more than twelve (12) hours whilst on a Journey.

Section 4 - Medical and Additional Expenses and Cancellation and Curtailment Expenses – We reimburse the Insured or the Insured Person for certain:

- medical and additional expenses if an Insured Person dies or suffers an Injury or Sickness whilst on a Journey;
- additional or forfeited travel, hotel or out-of-pocket expenses as a result of the unexpected death, Injury or Sickness of the Insured Person; or the unexpected death or Serious Injury or Serious Sickness of a Close Relative, business associate or travelling companion of the Insured Person; or any other unforeseen circumstances outside the control of the Insured or an Insured Person which is not otherwise excluded under the Policy.

Section 5 - ACE Assistance – ACE Assistance provides certain emergency assistance to an Insured Person while on a covered Journey.

Section 6 - Loss of Deposits – We reimburse the Insured or the Insured Person for:

- certain Travel and Accommodation Expenses paid in advance of a proposed Journey which are lost due to that Journey being changed or cancelled as result of the unexpected death, Injury or Sickness of the Insured Person; or the unexpected death or Serious Injury or Serious Sickness of a Close Relative, business associate or travelling companion of the Insured Person; or any other unforeseen circumstances outside the control of the Insured or an Insured Person which is not otherwise excluded under the Policy.
- the retail price for any airline ticket purchased using Frequent Flyer or similar reward points which is subsequently cancelled as a result of a covered unforeseen circumstance, where the loss of points cannot be recovered from any other source.

Section 7 - Baggage/Business Property, Electronic Equipment, Deprivation of Baggage and Money/Travel Documents – We indemnify the Insured or the Insured Person in respect of certain loss of, theft of or damage to certain Baggage/Business Property, Electronic Equipment or Money/Travel Documents.

Section 8 - Alternative Employee/Resumption of Assignment Expenses – We pay the Insured for certain Alternative Employee Expenses or Resumption of Assignment Expenses incurred as the direct result of an Insured Person dying or suffering a Serious Injury or Serious Sickness OR a claim being admitted under Cancellation/Curtailment Expenses in Section 4.

Section 9 - Personal Liability – We indemnify the Insured Person against certain damages they become legally liable to pay in respect of either bodily injury to any person or loss of or damage to property where the injury or damage is caused by an accident. We also pay certain approved legal costs and expenses.

Section 10 - Rental Vehicle Excess Waiver – We reimburse the Insured or the Insured Person for the Rental Vehicle Excess of a Rental Vehicle payable because the vehicle is involved in a collision whilst under the control of the Insured Person or the vehicle is stolen or damaged.

Section 11 - Political & Natural Disaster Evacuation – We pay certain costs of the Insured Person's return to their home country or the nearest place of safety and certain reasonable accommodation costs if the Insured Person is unable to return to their home country, as a result of a covered evacuation or if a major natural disaster has occurred in the country the Insured Person is in, necessitating his/her immediate evacuation in order to avoid risk of personal Injury or Sickness to him/herself.

Section 12 - Missed Transport Connection – We pay the Insured or the Insured Person certain reasonable extra expenses (net of certain recoveries) to enable the Insured Person to use alternative scheduled public transport services and arrive at their destination on time if the Insured Person has missed a transport connection in specified circumstances.

Section 13 – Search & Rescue Expenses - We will reimburse the Policyholder up to \$20,000 per Insured Person, up to a maximum of \$100,000 per any one (1) Period of Insurance, in respect of certain costs incurred by a recognised rescue provider or the police authorities if whilst on a Journey outside their Country of Residence, an Insured Person is reported missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation.

All of the above covers are subject to certain terms and conditions (including limits and exclusions). For example, the covered events must at least occur during a covered Journey that commenced during the Period of Insurance. We also only pay up to the agreed limits specified in the Policy Schedule.

The above is a summary of the covers only and cannot be relied on. Please refer to the Policy for full terms and conditions.

3. What to read to understand this insurance

Please read this document carefully to help understand the cover provided. Importantly, the:

- a) "General Definitions Under the Policy" section which states what is meant by certain terms used in the Policy.
- b) Cover sections which explain the cover and the events that are covered. Those sections also contain the Additional Benefits and any specific terms and conditions (e.g. exclusions, limits and excesses) that apply to and which may restrict the cover.
- c) "General Exclusions Applicable to All Sections of this Policy", "General Conditions Applicable to All Sections of this Policy" sections which set out what is not covered by any cover and conditions.
- d) "Terms Only Applying to the Insured" section – this sets out the terms that apply to the Insured and not to any Insured Persons. All other terms and conditions of the Policy apply to Insured Persons and claims made by them, unless specifically stated otherwise.
- e) Schedule – this sets out the specific covers that apply and any additional special terms applicable to this insurance such as the definition of Insured Person and any applicable limits and excesses not specified in this document.

For any further information, please contact Us.

GENERAL DEFINITIONS UNDER THE POLICY

For the purpose of this Policy, the following definitions apply: -

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured Person. The word Accidental shall be construed accordingly.

Accompanying means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another Insured Person who is on a Journey.

Civil War means armed opposition, insurrection, revolution, armed rebellion, sedition (whether declared or not), between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

Close 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, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Conveyance means any aircraft, bus, coach, ferry or train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers.

Country of Residence means the country:

of which the Insured Person is a citizen or permanent resident (i.e. the holder of a multiple entry visa or permit which gives the Insured Person resident rights in such country); or

in which the Insured Person is residing on an overseas expatriate assignment.

Dependant Child(ren) means an Insured Person's and their Spouse/Partner's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Insured Person for maintenance and support.

Doctor means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- a) the Insured;
- b) the Insured Person;
- c) a Close Relative of the Insured Person;
- d) an Employee of the Insured.

Employee means any person in Your service including directors (executive and non-executive), board members and includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on Your behalf.

Event(s) means the Event(s) described in the Table of Events set out in Section 1 of this Policy.

Excess means the first amount of each and every claim, which is payable by You or the Insured Person as stated in the Schedule.

Excess Period means the period of time following an Event giving rise to a claim for which benefits are not payable.

Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of an illness or any other cause, where the injury and Accident both occur during the Period of Insurance.

It does not mean:

- (a) a Sickness or illness or disease
- (b) any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury).

Insured means the named company listed as the Insured in the Schedule with whom We enter into the Policy. They are the contracting insured.

Insured Person means a person that meets the criteria specified for an Insured Person in the Schedule and with respect to whom premium has been paid or agreed to be paid by the Insured. An Insured Person is not a contracting insured under the Policy with Us insofar as they cannot cancel or make amendments to the Policy – only the Insured can do this. Any rights We may have against the Insured if it fails to meet the Policy terms do not apply to the Insured Persons.

Journey means the Journey defined in the Schedule.

Period of Insurance means the period shown on the current Schedule or such shorter time if the Policy is terminated by either Us or the Insured.

Policy means this Policy Wording and the Schedule and any other documents We may issue to the Insured that We advise will form part of the Policy (e.g. endorsements).

Policy Wording means this document.

Professional Sport means any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

Schedule means the document We send You containing the summary of Your benefits.

Serious Injury or Serious Sickness means an Injury or Sickness for which the attending Doctor certifies that the attendance of the Insured Person is necessary given the immediate threat to the injured or sick person's life. It does not mean a terminal condition diagnosed prior to the commencement date of the Journey or any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:

- (a) has received daily medical treatment or medication in the thirty (30) days immediately prior to commencement date of the Journey; or
- (b) required hospitalisation or surgery or investigation in the six (6) months immediately prior to the commencement date of the Journey; or
- (c) was on a waiting list for hospital or surgical treatment or investigation at the time the Journey commenced.

Sickness means any illness or disease of the Insured Person occurring during a Journey.

It does not mean a terminal condition of the Insured Person diagnosed prior to the commencement date of the Journey.

Spouse/Partner means an Insured Person's husband or wife and includes a de-facto and/or life partner with whom an Insured Person has continuously cohabited for a period of three (3) months or more.

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 means ACE Insurance Limited (Company No.: 104656)

You/Your means the Insured named in the Schedule.

SECTION 1 - PERSONAL ACCIDENT & SICKNESS

EXTENT OF COVER

Subject to the other terms and conditions of this Policy:

PERSONAL ACCIDENT

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers from an Injury that results in an Event described in Parts A, B, D or E of the following Table of Events, We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Section 1, Parts A, B, D or E.

SICKNESS

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers from a Sickness that results in an Event described in Part C of the following Table Of Events, We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Section 1, Part C.

DEFINITIONS UNDER SECTION 1

Fingers, Thumbs or Toes means the digits of a Hand or Foot.

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Loss means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- (b) an eye, total and Permanent irrecoverable loss of all sight in the eye;
- (c) hearing, total and Permanent irrecoverable loss of hearing;
- (d) speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Injury.

Paraplegia means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

Permanent means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means where in the opinion of a Doctor:

- the Insured Person is entirely & continuously unable to engage in, perform or attend any occupation or business for which they are reasonably qualified by reason of education, training or experience and
- the above disability is Permanent.

Quadriplegia means the Permanent loss of use of both arms and both legs.

Salary means:

- in the case of a Salaried Employee, their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been employed; or
- in the case of a Salary Packaged Employee or total employment cost (TEC), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions but excluding bonuses, commissions, overtime payments, averaged over the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been employed;
- in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been self-employed.

Salaried Employee means an employee of the Insured who is remunerated with a set monetary amount on a set frequency for service rendered.

Salary Packaged Employee means an employee of the Insured who is remunerated both through a set monetary amount and through additional benefits such as a company car, gym membership or living allowance.

Temporary Partial Disablement means where, in the opinion of a Doctor, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means where, in the opinion of a Doctor, the Insured Person is temporarily unable to engage in their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

TABLE OF EVENTS

COVER UNDER SECTION 1

PART A - LUMP SUM BENEFITS

Cover for an Event under this part applies only if an amount for that Event is shown on the Schedule against Section 1, Part A – Lump Sum Benefits.

THE EVENTS Injury resulting directly in any one of the following Event(s), which must occur no later than twelve (12) months of the date of the Injury:	THE BENEFIT Being a percentage of the amount shown in the Schedule against Section 1, Part A – Lump Sum Benefits for each Insured Person.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of two (2) Limbs	100%
7. Loss of one (1) Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	100%
(b) one (1) ear	20%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one (1) eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four (4) Fingers of either Hand	40%
14. Permanent Loss of use of one (1) Thumb of either Hand:-	
(a) both joints	30%
(b) one (1) joint	15%
15. Permanent Loss of use of Fingers of either Hand:-	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
16. Permanent Loss of use of Toes of either Foot:-	
(a) all – one (1) Foot	15%
(b) great – both joints	5%
(c) great – one (1) joint	3%
(d) other than great - each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Section 1, Part A – Lump Sum Benefits

PART A - INJURY RESULTING IN SURGERY - BENEFITS

Cover for an Event under this part applies only if:

- (a) the surgery is undertaken outside of the Insured Person's Country of Residence; and
- (b) the Insured Person has a valid claim for Medical and Additional Expenses with respect to the same procedure under Section 4 – Medical & Additional Expenses and Cancellation & Curtailment Expenses.

THE EVENTS Injury resulting directly in any one of the following surgical procedure(s) being carried out no later than twelve (12) months of the date of the Injury:	THE BENEFIT The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part A - Injury Resulting in Surgery – Benefits or \$20,000 whichever is the lesser.
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

PART B - WEEKLY BENEFITS - INJURY

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part B – Weekly Benefits - Injury.

THE EVENTS Injury resulting directly in any one of the following Event(s) which must occur no later than twelve (12) months of the date of the Injury:	THE BENEFITS
25. Temporary Total Disablement	During such disablement, up to the weekly benefit amount shown on the Schedule against Part B Weekly Benefits – Injury, but not exceeding the Salary of the Insured Person.
26. Temporary Partial Disablement	During such disablement, the weekly benefit amount shown on the Schedule against Part B Weekly Benefits – Injury less any amount of current earnings as a result of working in a reduced capacity with the Insured provided the combined amount does not exceed the Salary of the Insured Person. Should the Insured Person be able to return to work with the Insured in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 25.

PART C - WEEKLY BENEFITS - SICKNESS

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part C – Weekly Benefits - Sickness.

THE EVENTS Sickness resulting directly in any one of the following Events which must occur no later than twelve (12) months of the date of the first manifestation of the Sickness:	THE BENEFITS
27. Temporary Total Disablement	During such disablement, up to the weekly benefit amount shown on the Schedule against Part C Weekly Benefits – Sickness, but not exceeding the Salary of the Insured Person.
28. Temporary Partial Disablement	During such disablement, the weekly benefit amount shown on the Schedule against Part C Weekly Benefits – Sickness less any amount of current earnings as a result of working in a reduced capacity with the Insured provided the combined amount does not exceed the Salary of the Insured Person. Should the Insured Person be able to return to work with the Insured in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 27.

PART C - SICKNESS RESULTING IN SURGERY - BENEFITS

Cover for an Event under this Part applies only if:

- (a) the surgery is undertaken outside of the Insured Person's Country of Residence; and
- (b) the Insured Person has a valid claim for Medical and Additional Expenses with respect to the same procedure under Section 4 – Medical & Additional Expenses and Cancellation & Curtailment Expenses.

THE EVENTS Sickness resulting directly in any one of the following surgical procedure(s) which must occur no later than twelve (12) months of the date of first manifestation of the Sickness:	THE BENEFITS The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part C – Sickness Resulting in Surgery – Benefits or \$20,000 whichever is the lesser.
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

PART D - INJURY RESULTING IN FRACTURED BONES – LUMP SUM BENEFITS

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part D – Injury Resulting in Fractured Bones – Lump Sum Benefits.

THE EVENTS Injury resulting directly in any one of the following fractured bones which must occur no later than twelve (12) months of the date of the Injury:	THE BENEFITS The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part D – Injury Resulting in Fractured Bones – Lump Sum Benefits.
33. Neck, skull or spine (complete fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
36. Cheekbone, shoulder or hairline fracture of skull or spine	30%
37. Arm, elbow, wrist or ribs (other fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (simple fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of 5% of the amount shown on the Schedule against Section 1, Part D - Injury Resulting in Fractured Bones – Lump Sum Benefits.

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown on the Schedule against Part D – Injury Resulting In Fractured Bones – Lump Sum Benefits.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

PART E - INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES - BENEFITS

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part E – Injury Resulting in Loss of Teeth or Dental Procedures - Benefits.

THE EVENTS Injury resulting directly in any one of the following loss or procedure(s) (as the case may be) which must occur no later than twelve (12) months of the date of the Injury:	THE BENEFITS The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part E - Injury Resulting in Loss of Teeth or Dental Procedures - Benefits.
42. Loss of teeth or full capping of teeth, per tooth	100%
43. Partial capping of teeth, per tooth	50%

The maximum benefit payable for any one (1) Injury resulting in loss of teeth or dental procedures shall be the amount shown on the Schedule against Part E – Injury Resulting In Loss of Teeth or Dental Procedures – Benefits, limited to \$250 per tooth.

For the purpose of Section 1, Part E - a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

ADDITIONAL COVER UNDER SECTION 1

Exposure

If during the Period of Insurance and whilst on a Journey, an Insured Person is exposed to the elements as a result of an accident and within twelve (12) months of the accident they suffer from any of the Events as a direct result of that exposure, they will be deemed for the purpose of this Policy to have suffered an Injury on the date of the accident.

Disappearance

If during the Period of Insurance and whilst on a Journey, an Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which they were travelling and their body has not been found within twelve (12) months after the date of that disappearance, they will be deemed to have suffered an Accidental Death as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a disappearance, We will only pay if the legal representatives of the Insured Person's estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that the Insured Person did not die or did not die as a result of an Injury.

Loss of Enjoyment Of Life

If as a result of an Event that is covered under Part A - Lump Sum Benefits - Conditions 2-9(a), the Insured Person suffers from Loss of Enjoyment of Life (as defined below) We will pay an additional \$10,000.

Loss of Enjoyment of Life shall mean that in the opinion of a Doctor the Insured Person is unlikely to ever be able to undertake one or more of the following activities without assistance:

- (a) dressing and undressing
- (b) washing, bathing and toileting
- (c) eating and drinking
- (d) general household duties
- (e) shopping

Spouse/Partner Accidental Death Benefit

If during the Period of Insurance and whilst an Insured Person is on a Journey, the Insured Person's Spouse/ Partner (who is not Accompanying the Insured Person) suffers an Accidental Death that would be covered under this policy if he or she was an Insured Person, We will pay the Insured Person a lump sum benefit of \$25,000.

Education Fund Supplement

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers an Accidental Death and is survived by Dependant Child(ren), We will pay \$5,000 for each surviving Dependant Child subject to a maximum benefit amount of \$10,000 with respect to any one (1) family.

Hijack/Riot/Strike or Civil Commotion

For the purpose of Section 1, General Exclusion 3 shall not apply to an Injury sustained as a result of Hijack (as defined in Section 3) riot, strike or civil commotion.

Escalation of Claim Benefit

After payment of a benefit under Events 25 and/or 26 or Events 27 and/or 28 continuously for twelve (12) months and annually thereafter, the benefit will be increased by 5% per annum.

Rehabilitation Expenses

On the occurrence of Events 25 and/or 26 or Events 27 and/or 28, We will reimburse expenses incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Insured Person's Doctor. Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six (6) months.

Guaranteed Payment

If an Insured Person sustains an Injury or suffers a Sickness for which benefits are payable under Events 25 or 27, We will immediately pay ten (10) weeks' worth of weekly benefits in one lump sum provided that proper medical evidence is provided from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

Partner Retraining Benefit

If an Insured Person's Accidental Death or Permanent Total Disablement benefit is payable under this Policy, We will pay, at Your request, up to \$10,000 towards the actual costs incurred for the training or retraining of the Insured Person's Spouse/Partner:

- a) for the purpose of obtaining gainful employment; or
- b) to improve their employment prospects; or
- c) to enable them to improve the quality of care they can provide to the Insured Person,

Provided always that:

- a) the Spouse/Partner is aged under sixty-five (65) years at the commencement of such training; and
- b) the training is provided by a recognised institution with qualified skills to provide such training; and
- c) all such expenses are incurred within twenty-four (24) months from the date the Insured Person suffered the Injury or Sickness for which the claim depends.

Independent Financial Advice

If an Insured Person sustains an Injury for which benefits are payable under Events 1-9, We will, in addition to payment of the benefit, and at the request of You, the Insured Person or representatives of the Insured Person's estate, pay for professional financial advice in respect of the investment of the benefit for Events 1-9. Provided, however that such advice is provided by an independent financial advisor who is not a relative of the Insured Person and who is qualified to provide such financial advice. The maximum amount we will pay is \$3,000.

Corporate Image Protection

If during a Period of Insurance and whilst on a Journey, an Insured Person or group of Insured Persons suffer Injury, and in Our opinion this is likely to result in a valid claim under this Policy with respect to, Section 1 Part A – Lump Sum Benefits for either:

- a) Event 1 - Accidental Death; or
- b) Event 2 - Permanent Total Disablement,

We will reimburse You for costs (other than Your own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media. Costs must be incurred within fifteen (15) days of, and directly in connection with, such Injury, to protect and/or positively promote Your business and image. The maximum amount We will pay is \$15,000 with respect to any one (1) Event and is subject to You giving Us a signed undertaking that any amount paid to You will be repaid to Us, if it is later found that a valid claim did, and will not eventuate.

DEATH BY NATURAL CAUSES

Subject to all the terms of this Policy in so far as they can apply, and to the Special Provisions set out below, if an Insured Person dies from a natural cause during the first 90 days of a Journey undertaken by that Insured Person during the Period of Insurance, We will pay You the sum of NZ\$10,000.

Special Provisions:

1. To qualify for cover under this endorsement, the Insured Person must be:
 - a) over the age of 18 years; and
 - b) under the age of 75 at the time of death.

2. We must be given the right to arrange for an autopsy of the deceased Insured Person at Our expense.
3. We must be advised as soon as practicable of any death likely to give rise to a claim under this endorsement, and We must be provided at Your expense with such documentary evidence in support of the claim as We may reasonably require.

Conditions:

1. **Fitness to Travel** - The Insured Person must be fit to undertake the trip on the date their Journey commenced and not have been absent from work, or confined to a bed if not in full time employment, due to any illness or disease for more than ten of the ninety days immediately prior to the date of commencement of the Journey.
2. **Validation of Cover** - Your confirmation that the person in respect of whom the claim is made is eligible for cover under this Policy must be in Our possession before a claim is admitted. Eligible means that such person is an Insured Person and was fit to undertake the Journey. Any claim payment will be precedent on Our having received confirmation on this.

Specific Exclusion:

1. For a death that occurs after the first consecutive 90 days of the Insured Persons Journey.
2. The following causes of death are not deemed to be natural causes within the meaning of this endorsement:
 - (a) bodily injury caused by any violent, external and visible means;
 - (b) any cause named in the General Exclusions of this Policy;
 - (c) any condition:
 - 1) for which a Doctor was consulted; or
 - 2) for which any treatment or medication was prescribed; or
 - 3) the symptoms of which were manifest and would have caused a prudent person to seek medical advice during the 180 days immediately before the Journey began.

CONDITIONS UNDER SECTION 1

1. If an Insured Person suffers an Injury resulting in any one of Events 2-8, We will not be liable under this Policy for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury.
3. Benefits shall not be payable:
 - a) for Events 25 and 26 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one (1) Injury, unless otherwise stated on the Schedule against Section 1;
 - b) for Events 27 and 28 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one (1) Sickness, unless otherwise stated on the Schedule against Section 1;
 - c) for Events 25, 26, 27 and 28 during the Excess Period stated in the Schedule, calculated from the commencement of the Event and in an amount which exceeds the percentage of Salary stated in the Schedule against Section 1 and/or the Salary of the Insured Person;
 - d) unless the Insured Person, as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this Policy, procures and follows proper medical advice from a Doctor;

- e) for more than one of Events 25 and/or 26 or Events 27 and/or 28 that occur for the same period of time; and
 - f) for more than one of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one (1) Injury or Sickness.
4. The amount of any benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay received or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this Policy shall not exceed the percentage of Salary stated in the Schedule and/or the Salary of the Insured Person.
 5. If as a result of Injury or Sickness, benefits become payable under Parts B or C of the Table of Events and while this Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Excess Period shall apply.
 6. Subject to the Guaranteed Payments referred under Additional Cover, weekly benefits for Events 25, 26, 27 and 28 shall be payable monthly in arrears. Disability for a period of less than one (1) week shall be paid for at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.
 7. All benefits shall be payable to You or such person or persons and in such proportions as You shall nominate.
 8. If as a result of Injury, the Insured Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 shall cease from the date of such entitlement.
 9. The benefit payable in respect of an Insured Person under sixteen (16) years of age for Event 1 in the Table of Events (Accidental Death) will be \$20,000 unless otherwise stated in the Schedule.
 10. No benefits are payable for Event 2 (Permanent Total Disablement) under Part A or Events 25, 26, 27 and 28 (Weekly Injury & Weekly Sickness) under Parts B & C of the Table of Events in respect of an Insured Person over the age of seventy-five (75) years.
 11. No benefits are payable for Events 27 and 28 with respect to any Sickness which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from.

SECTION 2 - KIDNAP & RANSOM/EXTORTION COVER

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

(Cover under this Section is only available if Section 1, Part A - Lump Sum Benefits is selected).

If during the Period of Insurance and whilst on a Journey, an Insured Person is travelling for the purposes of business AND is Kidnapped or allegedly Kidnapped, We will reimburse You for Extortion/Ransom Monies paid up to the amount shown on the Schedule against Section 2.

We will also pay You for:-

1. loss due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by You or an Insured Person to have custody thereof, provided however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder; and
2. the amount paid by You for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
3. reasonable costs of retaining independent security consultants for the exclusive function of investigating the Kidnap, negotiating the release of the Insured Person, paying any ransom or recovery of the Insured Person provided that We have given Our prior written consent to the use of such consultants.

The payments in paragraphs 1, 2 and 3 above shall be inclusive of and not in addition to, the amount shown on the Schedule against Section 2.

DEFINITIONS UNDER SECTION 2

Expenses means any of the following:

1. Reasonable payment made by You to a person providing information which leads to the arrest of the individuals responsible for a Kidnap or Extortion insured hereunder;
2. Reasonable and customary loan costs incurred by You from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
3. Reasonable and customary travel and accommodation costs incurred by You or an Insured Person as a result of a Kidnap or Extortion;
4. Salary paid by You to an Insured Person or on behalf of an Insured Person who is the victim of a Kidnap or Extortion for up to:
 - a) thirty (30) days after the release of the Insured Person from a Kidnap;
 - b) discovery of the death of the Insured Person; or
 - c) one hundred and twenty (120) days after You receive the last credible evidence that the Insured Person is still alive; or
 - d) sixty (60) months from the date of the Kidnap, if the victim has not been released.
5. Payments made by You for a temporary replacement Employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the Kidnap;
6. Personal financial loss suffered by the Insured Person(s);
7. Travel costs of a Kidnap victim to join their immediate family upon their release and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per an Insured Person and replacement person;

8. Reasonable and customary fees and expenses of a qualified interpreter assisting You or an Insured Person in the event of a Kidnap or Extortion; and
9. Any other reasonable and customary expenses incurred by You with Our prior approval in resolving a Kidnap or Extortion insured hereunder.

Extortion means to intimidate by a threat or series of threats to Kidnap or cause bodily injury.

Extortion/Ransom Monies means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion, to a person believed to be responsible for the Kidnap or Extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

Kidnap means the illegal abduction and holding hostage of one or more Insured Person for the purpose of demanding Extortion/Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

CONDITIONS UNDER SECTION 2

Confidentiality

You and each and every Insured Person will make a reasonable effort not to disclose the existence of this insurance.

EXCLUSIONS UNDER SECTION 2

We shall not be liable for:

1. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are Extortion/Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand.
2. any loss from the Kidnap or Extortion of an Insured Person permanently residing or staying for more than one hundred and eighty (180) consecutive days in the country where the Kidnap or Extortion occurs.
3. any fraudulent or dishonest act committed by You, an Insured Person or any person You authorise to have custody of Extortion/Ransom Monies.

SECTION 3 - HIJACK & DETENTION

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

HIJACK

If during the Period of Insurance and whilst on a Journey, an Insured Person is forcibly Detained for more than twelve (12) hours as a direct result of a Hijack, We will pay You the daily amount shown on the Schedule against Section 3, for every day of continued Detention up to the maximum amount shown on the Schedule against Section 3.

DETENTION

If during the Period of Insurance and whilst on a Journey, an Insured Person is Detained, by any Government, State or other lawful authority for any reason (other than specified below), We will pay the daily amount shown on the Schedule against Section 3, for every day of Detention up to a maximum period shown on the Schedule against Section 3.

DEFINITIONS UNDER SECTION 3

Conveyance means any aircraft, bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers.

Detention/Detained means restraint by way of custody or confinement against the Insured Person's will.

Hijack means the seizing of control of a Conveyance on which the Insured Person is a passenger.

LEGAL COSTS EXTENSION

In the event of an Insured Person incurring their own legal costs as a result of being Detained, We will reimburse the Insured Person such legal costs up to the maximum amount shown on the Schedule against Section 3.

EXCLUSION UNDER SECTION 3

We shall not be liable for any Detention attributable to the Insured Person breaking the law of any Country or State.

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

Medical and Additional Expenses

If during the Period of Insurance and whilst on a Journey, as the direct result of an Insured Person's death or Injury or Sickness, We will reimburse You or the Insured Person for Medical and Additional Expenses, for a period of up to twenty-four (24) months from the date of Injury or Sickness, up to the amount shown on the Schedule against Section 4.

Cancellation and Curtailment Expenses

If during the Period of Insurance and whilst on a Journey, an Insured Person necessarily incurs reasonable additional or forfeited travel, hotel or out-of-pocket expenses, including the use of Frequent Flyer or similar rewards points (as described in Section 6), as a result of:

- a) the Insured Person's unexpected death, Injury or Sickness; or
- b) the unexpected death or Serious Injury or Serious Sickness of a Close Relative, business associate or travelling companion of the Insured Person; or
- c) the Insured Person's residence or business suffering major loss or damage; or
- d) any other unforeseen circumstance outside the control of the Insured or the Insured Person, not otherwise excluded under the Policy

We will reimburse You for those expenses up to the amount shown on the Schedule against Section 4.

DEFINITIONS UNDER SECTION 4

Medical and Additional Expenses means:

- a) all reasonable costs necessarily incurred outside of the Insured Person's Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor and additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the Insured Person's death, Injury or Sickness;
- b) expenses related to the evacuation of the Insured Person as a direct result of their Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany the Insured Person, provided such evacuation is recommended by a Doctor;
- c) reasonable travel and accommodation expenses of two (2) Close Relatives or travelling companions of the Insured Person who, as a result of the Insured Person's Injury and Sickness, are required to travel to or remain with the Insured Person on written medical advice;
- d) all expenses incurred in repatriating the Insured Person to the most suitable hospital or to the Insured Person's home address provided that such repatriation is as a direct result of them suffering an Injury or Sickness and is necessary on medical advice and is organised by ACE Assistance in accordance with Section 5 of this Policy;
- e) reasonable funeral expenses incurred outside of their Country of Residence for the burial or cremation of the Insured Person or costs (excluding funeral and interment costs) incurred in transporting the Insured Person's body or ashes and personal effects back to a place nominated by the legal representative of the Insured Person's estate, as a direct result of the Insured Person's Accidental Death. In either event the maximum amount We will pay in total will not exceed \$10,000;
- f) ongoing Medical Expenses incurred after the Insured Person's return to New Zealand, for a period of up to twenty-four (24) months, as a direct result of their Injury or Sickness. If an Insured Person returns to any country other than New Zealand then We will continue to cover their expenses for up to twenty-four (24) months to a maximum of \$50,000.

EXTENSIONS UNDER SECTION 4

Continuous Worldwide Bed Confinement

If during the Period of Insurance and whilst on a Journey, an Insured Person is confined to bed by a Doctor for a period in excess of forty-eight (48) hours, We will pay the Insured Person the daily amount shown on the Schedule against Section 4 up to the maximum number of days shown on the Schedule against Section 4.

Trauma Counselling Benefit

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers psychological trauma as a result of them being a victim of, or eye witnessing a serious criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism, We will pay up to \$500 per visit, for the cost of trauma counselling which is provided by a registered psychologist (who is not an Insured Person or their relative) provided the treatment is certified as necessary by a Doctor for the wellbeing of the Insured Person, up to a maximum of \$5,000.

EXCLUSIONS UNDER SECTION 4

We shall not be liable for any loss:

1. incurred where a Journey is undertaken against the advice of a Doctor or when the Insured Person is unfit to travel or if the purpose of the Journey is for the Insured Person to seek medical attention for a pre-existing medical condition.
2. incurred as a result of a terminal condition of the Insured Person or the person on whom the claim depends where the terminal condition was diagnosed prior to commencement of the Journey.
3. incurred after the period of twenty-four (24) months from the date the Insured Person suffers an Injury or Sickness.
4. incurred for any medication or ongoing treatment for a condition which commenced prior to the commencement of a Journey and which such medication or treatment the Insured Person has been advised to continue during travel.
5. incurred for routine medical, optical or dental treatment or consultation. Dental treatment is limited to emergency only and must be certified as necessary by a Doctor or dentist.
6. arising directly or indirectly out of:-
 - a) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the Journey was booked that such events were likely to occur.
 - b) carrier caused delays where the expenses are recoverable from the carrier.
 - c) any business or financial or contractual obligations of You, an Insured Person or any other person.
 - d) any change of plans or disinclination on the part of an Insured Person or of any other person to travel.
 - e) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.
 - f) 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.
7. recoverable by the Insured or the Insured Person from any other source

SECTION 5 - ACE ASSISTANCE

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

If during the Period of Insurance and whilst on a Journey, an Insured Person requires emergency assistance, the Insured Person must immediately contact ACE Assistance on the telephone number provided (+649 359 1616). ACE Assistance will provide the Insured Person with such emergency assistance that they consider necessary.

Emergency assistance may include any one or more of the following services but only if they are considered necessary and are organised by ACE Assistance:

- repatriation, which will be organised by ACE Assistance by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Insured Person's home address;
- payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person;
- payment of other emergency assistance expenses;
- worldwide 24 hour telephone access to ACE Assistance Network;
- emergency travel assistance;
- emergency medical evacuation;
- medically supervised repatriation;
- assistance in replacing a lost or stolen passport;
- legal assistance;
- interpreter access and referral;
- compassionate visit if travelling alone and hospitalised for more than a week; and
- payment of approved medical services by claims process or redirection of hospital accounts to Us.

CONDITIONS UNDER SECTION 5

1. ACE Assistance must be promptly informed of any potential claim under this Section.
2. You and/or the Insured Person must not attempt to resolve problems encountered without advising ACE Assistance as this may prejudice reimbursement of expenses.
3. In the event of ACE Assistance being provided in good faith to any person not insured under this Policy, You shall reimburse Us for all costs incurred.
4. Any undertaking/arrangements on behalf of an Insured Person who does not make contact with ACE Assistance and/or prejudices Our rights shall not be considered.

SECTION 6 - LOSS OF DEPOSITS

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

TRAVEL AND ACCOMMODATION EXPENSES

If during the Period of Insurance, You or an Insured Person incurs loss of Travel and Accommodation Expenses paid in advance of a proposed Journey as a result of the Journey being changed or cancelled as a result of:

- a) the Insured Person's unexpected death; or
- b) the Insured Person sustaining an Injury or contracting a Sickness which results in the Insured Person being certified by a Doctor as unfit to commence the Journey; or
- c) a Close Relative, travelling companion or business associate of the Insured Person dying unexpectedly or sustaining a Serious Injury or Serious Sickness ; or
- d) the Insured Person's residence or business suffering major loss or damage; or
- e) any other unforeseen circumstance outside the control of the Insured or the Insured Person, not otherwise excluded under the Policy.

We will reimburse You or the Insured Person for those expenses up to the amount shown on the Schedule against Section 6.

In the event a proposed Journey is changed We will reimburse the additional Travel and Accommodation Expenses incurred as a result of changing the Journey provided that these expenses do not exceed the amount You or the Insured Person would have otherwise incurred had the proposed Journey been cancelled.

FREQUENT FLYER POINTS

If during the Period of Insurance, You or an Insured Person purchase an airline ticket (or other travel and/or accommodation expense) using Frequent Flyer or similar reward points and the airline ticket (or other travel and/or accommodation expense) is subsequently cancelled as a result of any unforeseen circumstance AND the loss of such points cannot be recovered from any other source, We will pay You or the Insured Person the retail price for that ticket (or other travel and/or accommodation expense) at the time it was issued not exceeding the amount shown on the Schedule against Section 6.

DEFINITIONS UNDER SECTION 6

Travel and Accommodation Expenses means any amount that You or the Insured Person have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which neither You nor the Insured Person are able to use as a result of the Journey being changed or cancelled.

EXCLUSIONS UNDER SECTION 6

We shall not be liable for any loss:

1. arising directly or indirectly out of:
 - a) the cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been warning before the date the Journey or tour was booked that such events were likely to occur;
 - b) carrier caused delays where the expenses are recoverable from the carrier;
 - c) any business, financial or contractual arrangements or obligations of You, an Insured Person or any other person;
 - d) any change of plans or disinclination on the part of an Insured Person or of any other person to travel;
 - e) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour;
 - f) 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.
2. which is recoverable by the Insured or the Insured Person from any other source

SECTION 7 – BAGGAGE/BUSINESS PROPERTY, ELECTRONIC EQUIPMENT, DEPRIVATION OF BAGGAGE AND MONEY/TRAVEL DOCUMENTS

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

BAGGAGE/BUSINESS PROPERTY, ELECTRONIC EQUIPMENT AND MONEY/TRAVEL DOCUMENTS

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains loss of, theft of or damage to Baggage/Business Property, Electronic Equipment or Money/Travel Documents, We will indemnify You or the Insured Person in respect of such loss, theft or damage up to the corresponding amount shown on the Schedule against Section 7 – Baggage/Business Property, Electronic Equipment or Money/Travel Documents.

DEPRIVATION OF BAGGAGE

If during the Period of Insurance and whilst on a Journey, an Insured Person's Baggage is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight (8) consecutive hours, We will reimburse any reasonable expenses incurred by an Insured Person in purchasing essential replacement clothing and toiletries up to the amount shown on the Schedule against Section 7 – Deprivation of Baggage.

DEFINITIONS UNDER SECTION 7

Baggage means personal property belonging to You or an Insured Person or for which an Insured Person is legally responsible, taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey.

Business Property means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

Documents mean papers or other items containing references to the Insured Person's identity including, but not limited to the following:

- Passport;
- Drivers' Licence;
- Credit, debit and bank cards;
- Share certificates;
- Birth Certificate;
- Bank account details;
- Building Society account details;
- Insurance documents – motor, home, travel and life;
- Utilities account details;
- Membership numbers of professional bodies.

Electronic Equipment means personal/business computers, palm pilots, mobile phones, portable music playing devices, and other items deemed by Us to be electronic equipment, but does not include digital cameras.

Identity Theft means the theft of personal data or Documents relating to the Insured Person's identity which results:

- a) in their fraudulent use to obtain money, goods or services; and/or
- b) in the Insured Person incurring expense to:
 - i. stop further fraudulent use;
 - ii. replace such Documents;
 - iii. restore their credit rating and bank/mortgage/loan accounts;
 - iv. amend or rectify records regarding the Insured Person's true name or identity.

Money/Travel Documents means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol and other coupons and other similar documents in the possession or control of the Insured Person.

ADDITIONAL COVER UNDER SECTION 7

Coins and Bank Notes

In respect of coins or bank notes held for the purpose of a Journey, cover shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the Journey, whichever is the later and shall continue for seventy-two (72) hours after termination of the Journey or until deposit at a financial institution, whichever occurs first.

Tools of Trade (Courier costs)

In respect of tools of trade and travellers samples, We shall pay for the urgent couriering of replacements to enable the Insured Person to continue to conduct business in the event of accidental loss, theft or damage of these items up to a maximum of \$20,000.

Keys and Locks

In the event that an Insured Person loses their identification and keys at the same time, We will reimburse the Insured Person up to \$1,000 for the actual costs incurred for the replacement of keys and locks to their home and/or motor vehicle.

Identity Theft Extension

In the event that an Insured Person is the victim of Identity Theft as a result of their Documents having been stolen whilst on a Journey, We will indemnify the Insured Person for reasonable legal expenses incurred with Our consent, up to a maximum of \$15,000:

- a) to resolve any disputed accounts or credit facilities;
- b) for re-submitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of Identity Theft;
- c) for notarising affidavits or other similar documents, amending or rectifying records in regard to the Insured Person's true name or identity as the result of Identity Theft;
- d) to defend any suit brought against the Insured Person by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of Identity Theft;
- e) to remove any civil judgment wrongfully entered against the Insured Person as a result of Identity Theft.

CONDITIONS UNDER SECTION 7

1. The Insured Person shall take all reasonable precautions for the safety and supervision of Baggage/ Business Property, Electronic Equipment or Money/Travel Documents.
2. In the event that a payment is made under this Section in respect of any property, We shall be entitled to take and keep possession of such property and to deal with it in any manner We see fit.
3. In respect of articles fifteen (15) years old or less, We shall have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new or by payment of the cost of the articles.
4. The maximum amount we will indemnify You or the Insured Person in respect of loss arising from the unauthorised or fraudulent use of Money/Travel Documents is \$5,000.
5. The maximum amount We will pay for any one set or pair of items is 25% of the amount shown on the Schedule against Section 7, unless otherwise specified on the Schedule.
6. In no event shall We pay more under Section 7 than the amount shown on the Schedule against that Section.
7. Where the Electronic Equipment is a mobile phone, We will only pay the cost of the replacement phone.

8. An Excess will apply for each claim for the loss of, theft of or damage to Electronic Equipment. That Excess shall be the Excess specified on the Schedule against Section 7 – Electronic Equipment or, if no Excess is specified, 10% of the value of the claim.

EXCLUSIONS UNDER SECTION 7

We shall not be liable for any loss, theft, damage or expenses:

1. in respect of Baggage/Business Property, Electronic Equipment or Money/Travel Documents:
 - a) not reported to either the police or the transport carrier so that a written report is available at the time of making a claim;
 - b) due to confiscation by Customs or any other lawful authority where the Insured Person's use and/or possession of such item/s is unlawful;
 - c) recoverable by the Insured or Insured Person from any other source.
2. in respect of Baggage/Business Property and Electronic Equipment:
 - a) shipped under any freight agreement or sent by postal or courier services.
 - b) to any mechanically propelled vehicle, aircraft or watercraft or their accessories (except keys).
 - c) to any goods intended for trade or sale.
 - d) to sporting equipment or bicycles whilst in use.
 - e) to household furniture or household appliances unless acquired during the Journey for personal use in the Insured Persons Country of Residence.
 - f) to any electronic data or software.
 - g) caused by:
 - i. activity of insects, vermin or rodents, wear and tear, gradual deterioration, mould or fungus, atmospheric or climate conditions;
 - ii. mechanical or electrical breakdown;
 - iii. any process of cleaning, ironing, pressing, restoring, repairing or alteration;
 - iv. scratching or breaking of fragile or brittle articles, if as a result of negligence of the Insured Person.
3. in respect of Electronic Equipment or jewellery:
 - a) where theft or attempted theft occurs whilst such items are unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless You and/or the Insured Person has no option other than to leave the items unattended due to an emergency medical, security or evacuation situation);
 - b) whilst carried in or on any Conveyance, unless they accompany the Insured Person as personal cabin baggage or in respect to jewellery it being worn by the Insured Person. Cover will apply if the Conveyance operator has specifically instructed the Insured Person that such items must be placed in the hold and no prior instruction or advice regarding this requirement was available to You or the Insured Person prior to checking in.

4. in respect of Money/Travel Documents:
- a) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
 - b) of cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage;
 - c) of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.
5. in respect to Identity Theft for:
- a) any item which has been purchased by fraudulent use of the Insured Person's identity;
 - b) any loss arising from any business pursuits or the theft of a commercial identity;
 - c) any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the Insured Person's identity, where civil or criminal action is, or has been, taken against the Insured Person;
 - d) authorised charges that the Insured Person has disputed based on the quality of goods or services;
 - e) theft of the Insured Person's identity by a family member who lives with the Insured Person at the Insured Person's home address;
 - f) the amount of any claim which exceeds \$15,000;
 - g) any costs or expenses in connection with any claim not agreed in advance by Us;
 - h) authorised account transactions or trades that the Insured Person has disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
 - i) any incident of Identity Theft that occurs more than twelve (12) months after the date the Insured Person's Documents were stolen;
 - j) an incident of Identity Theft for which the Insured Person has not lodged a report with the Police and/or cannot provide a copy of the Police report.

SECTION 8 - ALTERNATIVE EMPLOYEE/RESUMPTION OF ASSIGNMENT EXPENSES

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

If during the Period of Insurance, You necessarily incur Alternative Employee Expenses or Resumption of Assignment Expenses as the direct result of an Insured Person whilst on a Journey, dying or suffering a Serious Injury or Serious Sickness OR a claim being admitted under Cancellation & Curtailment Expenses in Section 4, We will pay You for such expenses up to the amount shown on the Schedule against Section 8.

DEFINITIONS UNDER SECTION 8

Alternative Employee Expenses means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the Insured Person. Expenses shall be limited to a business class return air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in transportation of the substitute person.

Resumption of Assignment Expenses means all reasonable and necessary expenses incurred in returning the Insured Person to re-commence an assignment within ninety (90) days of returning to New Zealand or their Country of Residence as a result of the claim being admitted under Cancellation & Curtailment Expenses in Section 4. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in such transportation of the Insured Person.

EXCLUSIONS UNDER SECTION 8

We shall not be liable for any expenses:

1. where the Insured Person undertakes a Journey against the advice of a Doctor;
2. which You or the Insured Person had paid or budgeted for before the commencement of a Journey;

SECTION 9 - PERSONAL LIABILITY

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

If during the Period of Insurance and whilst on a Journey, bodily injury to any person or loss of or damage to property occurs for which an Insured Person becomes legally liable to pay damages AND such injury or damage is caused by an accident, We will indemnify the Insured Person against such damages up to the amount shown on the Schedule against Section 9.

We will also pay all legal costs and expenses which are recoverable by a claimant from the Insured Person and/or incurred with Our written consent in the investigation or defence of any claim, in addition to the amount shown on the Schedule against Section 9.

Court Attendance Benefit

In the event a court requires an Insured Person to attend in connection with an event that has resulted in a valid claim under the Personal Liability section of this Policy, We will pay that Insured Person \$100 per day for each day they attend court, up to a maximum of \$1,000 in all per Insured Person.

CONDITIONS UNDER SECTION 9

No admission, offer, promise, payment or indemnity shall be made without Our written consent.

We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.

We may at any time pay to the Insured Person, in connection with any claim or series of claims arising from the one original cause, the amount shown on the Schedule against Section 9 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

EXCLUSIONS UNDER SECTION 9

We shall not be liable in respect of:

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with You.
2. loss of or damage to property belonging to or held in trust by or in the custody or control of You, an Insured Person or any of Your Employees.
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when an Insured Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an Employee or agent of You or an Insured Person.
4. injury, loss or damage to property caused by or arising from;
 - a) the nature of products sold by You or an Insured Person.
 - b) advice furnished by You or by an Insured Person.
 - c) the conduct of Your business, trade or profession.
5. liability assumed under contract unless such liability would have arisen in the absence of such contract.
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty.

SECTION 10 - RENTAL VEHICLE EXCESS WAIVER

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

If during the Period of Insurance and whilst on a Journey, an Insured Person rents or hires a Rental Vehicle AND that Rental Vehicle is involved in a collision whilst under the control of the Insured Person OR the Rental Vehicle is stolen or damaged, We will reimburse You or the Insured Person for the Rental Vehicle Excess chosen but only up to the amount shown on the Schedule against Section 10.

DEFINITIONS UNDER SECTION 10

Personal Motor Vehicle means a vehicle which is privately owned by the Insured Person or another individual and comprehensively insured for unnamed drivers.

Rental Vehicle means a rented sedan, station wagon, hatchback, motorcycle or four-wheel-drive (4WD) and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person on public roadways and shall not include any other vehicle or use.

ADDITIONAL COVER UNDER SECTION 10

If during the Period of Insurance and whilst on a Journey, an Insured Person uses a Personal Motor Vehicle for business purposes, and is involved in a collision whilst they are in control of the vehicle, We will:

- a) provide for reimbursement of any claim up to and including the prescribed excess or claim below the excess that would have been payable under the vehicles comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
- b) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the vehicle; and/or
- c) pay up to \$500 per week for the cost of hiring a similar motor vehicle in the event that the vehicle is unable to be used as the result of the damage sustained to the vehicle during the collision.

The maximum amount We will pay in respect to any one (1) accident is:

- a) up to \$2,000 for a) and b) above as a combined maximum limit; and
- b) up to \$2,500 for c), in addition to any claims made under a) and/or b).

CONDITIONS UNDER SECTION 10

1. As part of the arrangement for the rent or hire of the Rental Vehicle, the Insured Person must take all compulsory motor vehicle insurance provided by the rental organisation, against loss or damage to the Rental Vehicle during the rental period.
2. In the event of a claim with respect to a Personal Motor Vehicle, the Insured Person must supply Us with:
 - a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the motor vehicle;
 - b) a letter from the motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited.
Note: Stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
 - c) a synopsis of the total cost of the repairs (with complete details if possible).

3. If a claim is not being made on the motor vehicles insurance company the following will be required by Us:
- a) A letter from the motor vehicle insurance company stating:
 - i) the amount of excess that would have been paid had a claim been made;
 - ii) the amount of no claim bonus that would have been forfeited had a claim been made.
Note: Stating that the no claim bonus has dropped from 60% to 40% is insufficient. The actual amount of money involving is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
 - b) Receipts (or copies) for monies paid, details of repairs and the name of the firm which carried out the repairs to the motor vehicle.

EXCLUSIONS UNDER SECTION 10

We shall not be liable for any claims arising from:

- 1. any use of the Rental Vehicle or Personal Motor Vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
- 2. the Insured Person being in charge of a Rental Vehicle or Personal Motor Vehicle whilst under the influence of alcohol or a drug not prescribed by a Doctor or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident;
- 3. the illegal or criminal use of a Rental Vehicle or Personal Motor Vehicle by You or an Insured Person;
- 4. the use of the Rental Vehicle or Personal Motor Vehicle on any roadway that is inaccessible to two-wheel-drive vehicles;
- 5. the use of the Rental Vehicle or Personal Motor Vehicle by an Insured Person without holding a valid license for the country the motor vehicle is being operated in.
- 6. any vehicle that is not comprehensively insured.

SECTION 11 - POLITICAL & NATURAL DISASTER EVACUATION

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

If during the Period of Insurance and whilst on a Journey, an Insured Person is recommended to leave the country in which they are travelling by officials in that country OR the New Zealand Government issues a travel warning through its Department of Foreign Affairs and Trade that recommends that certain categories of persons, which categories include the Insured Person, should leave that country OR the Insured Person is expelled or declared persona non grata from that country OR there is wholesale seizure, confiscation or expropriation of the Insured Person's property, plant or equipment in that country OR a major natural disaster has occurred in the country the Insured Person is in necessitating his/her immediate evacuation in order to avoid risk of personal Injury or Sickness to him/herself, We will pay the cost of the Insured Person's return to their home country or the nearest place of safety up to the cost of an economy class airfare for the same trip AND the Insured Person's reasonable accommodation costs up to a maximum of \$250 per day for fourteen (14) days if the Insured Person is unable to return to their home country, up to the amount shown on the Schedule against Section 11.

EXCLUSIONS UNDER SECTION 11

We will not pay any claim arising directly or indirectly from:

1. an Insured Person violating the laws or regulations of the country they are in;
2. an Insured Person's failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;
3. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
4. failure to honour any contractual obligation or bond or to obey any conditions in a license;
5. an Insured Person being a national of the country which they are to be evacuated from; or
6. the political unrest or natural disaster that resulted in an Insured Persons evacuation being in existence prior to the Insured Person entering the country or its occurrence being foreseeable to a reasonable person before the Insured Person entered the country.

CONDITIONS UNDER SECTION 11

If an Insured Person is required to leave the country they are in, ACE Assistance must be contacted beforehand to confirm cover. Where possible ACE Assistance will make the travel arrangements and in all cases, We will decide where to send the Insured Person.

SECTION 12 - MISSED TRANSPORT CONNECTION

EXTENT OF COVER

Subject to the other terms and conditions of this Policy Wording:

If during the Period of Insurance and whilst on a Journey, an Insured Person misses a transport connection due to any unforeseen circumstances outside Your or the Insured Person's control AND is unable to arrive at an officially scheduled meeting or conference which cannot be delayed because of their late arrival, We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which You or the Insured Person may be entitled from any carrier, to enable the Insured Person to use alternative scheduled public transport services and arrive at their destination on time, up to the amount shown on the Schedule against Section 12.

EXCLUSIONS UNDER SECTION 12

We will not be liable for:

1. any missed transport connection arising from a business commitment or a financial or contractual obligation of the Insured Person or of any travelling companion, business associate or Close Relative of the Insured Person.
2. claims arising from the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the number of people required to commence any Journey or tour.

SECTION 13 – SEARCH & RESCUE EXPENSES

EXTENT OF COVER

Subject to the other terms, conditions and exclusions of the Policy.

If during the Period of Insurance and whilst the person is a Insured Person and on a Journey outside their Country of Residence, the Insured Person is reported as missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation where:

1. it is known or believed that the Insured Person may have sustained an Injury or suffered Sickness; or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the Insured Person from sustaining a Injury or suffering Sickness.

We will reimburse You up to an amount of \$20,000 per Insured Person, up to a maximum of \$100,000 per any one (1) Period of Insurance, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for such Insured Person and for bringing them to a place of safety.

CONDITIONS UNDER SECTION 13

1. The Insured Person must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The Insured Person must not knowingly endanger either their own life or the life of any other Insured Person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for the Insured Person's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the Insured Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.
7. Where any event covered under Section 13 is, or is subsequently found to be covered under:
 - a) Section 2 – Kidnap and Ransom/Extortion Expenses; or
 - b) Section 3 – Hijack & Detention; or
 - c) Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses; or
 - d) Section 11 – Political and Natural Disaster Evacuation.

the benefit amount payable shall be in addition to any amount payable under such section.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

These general exclusions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover of the Policy.

We shall not pay benefits with respect to any loss, theft, damage, liability, Event, Injury or Sickness which:

1. results from an Insured Person engaging in or taking part in:
 - a. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - b. training for or participating in Professional Sport of any kind; or
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by You, an Insured Person, a Spouse/Partner and/or Dependant Child(ren); or
3. results from War, Civil War; invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in New Zealand or an Insured Person's Country of Residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan; or
4. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC); or
5. occurs when the Insured Person is aged eighty (80) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of eighty (80) years. Furthermore, there is no cover under Section 1 of the Policy for Event 2 (Permanent Total Disablement) or Events 25, 26, 27 or 28 (Temporary Total Disablement and Temporary Partial Disablement) with respect to any Insured Person who is over seventy-five (75) years of age.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

These general conditions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

Change of Business Activities

You must inform Us as soon as is reasonably practicable of any alteration in Your business activities which increases the risk of a claim being made under this Policy.

Subrogation

In the event of any payment under this Policy, We shall be subrogated to all of Your rights and the rights of an Insured Person to recovery against any person or entity other than another Insured or an Insured Person protected by this Policy and You and the Insured Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor an Insured Person shall take action after any loss which will prejudice Our rights to subrogation.

Currency

All amounts shown on the Policy are in New Zealand Dollars (NZD) unless otherwise stated in the Schedule. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand Dollars (NZD) will be the rate at the time of incurring the expense or suffering a loss.

Expiry of Cover

In the event the Journey continues past the expiry of the Period of Insurance and the Policy is not renewed with Us, We will not be liable for any injury or loss occurring after the expiry date of the Period of Insurance. No Insured Person is covered unless at the time of the relevant covered event they were an Insured Person.

Other Insurance

In the event of a claim, You or an Insured Person must advise Us as to any other insurance You may have covering the same risk.

Age limits under the Policy

There is no cover under this Policy with respect to any Insured Person who has attained the age of eighty (80) years of age or over at the time of loss, damage, liability, Event, Injury or Sickness. Furthermore, there is no cover under Section 1 of this Policy for Event 2 (Permanent Total Disablement) or Events 25, 26, 27 or 28 (Weekly Injury and Weekly Sickness) with respect to any Insured Person who has attained the age of seventy-five (75) years of age or over.

Aggregate Limit of Liability

(This condition is only applicable to Sections 1 and 2 of this Policy).

1. Except as stated below, Our total liability for all claims arising under this Policy during any one Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A).
2. Our total liability for all claims arising under this Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
3. Our liability for any one (1) event giving rise to a claim under this Policy with respect to War and/or Civil War shall not exceed \$500,000, unless otherwise agreed in writing by Us.
4. Our total liability for all claims arising under this Policy during any one Period of Insurance relating to War and/or Civil War shall not exceed \$1,000,000, unless otherwise agreed in writing by Us.
5. In the event that claims are made under this Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Insured Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

Proper Law

Any dispute arising under this Policy or concerning its formation shall be governed by the laws of New Zealand. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within New Zealand and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of this Policy are not to be construed or interpreted by reference to such headings.

Assistance and Co-operation

You shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to You because of Injury or damage with respect to which insurance is afforded under this Policy. In that regard, You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Due Diligence

You and all Insured Persons will exercise due diligence in doing all things to avoid or reduce any loss or liability under this Policy.

Breach of Conditions

If You or an Insured Person is in breach of any of the conditions of this Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

Making a Claim

Notice of Claim

You or any person entitled to claim under this Policy must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. You or any such person must at Your/their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Insured Person, who is the subject of a claim under this Policy, medically examined from time to time.

Claim Offset

Except for Section 1, Part A – Lump Sum Benefits, there is no cover under this Policy for any loss, damage, liability, Event, Injury or Sickness which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what You or the Insured Person would be otherwise entitled to recover under the Policy, where permissible under Law.

Privacy Statement

ACE Insurance Limited ("ACE") is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the principles in the Privacy Act 1993.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the ACE group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Privacy Officer on +64 (9) 3771459 or email Privacy.NZ@acegroup.com.

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, PO Box 734 Auckland, Tel: +64 (9) 3771459 or email Privacy.NZ@acegroup.com.

How to Contact Us

If You need to contact Us, have any questions or would like any further information regarding the Policy, refer to Our contact details under the heading "About the Insurer".

TERMS ONLY APPLYING TO THE INSURED

Your Duty of Disclosure

New Customers

If You are purchasing this Policy for the first time, Your duty of disclosure is as follows:

What You must tell Us

When answering Our questions in the application form, You must be honest and You have a duty under law to tell Us anything known to You and which a prudent insurer would want to take into account in deciding whether to insure You and if so, on what terms. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy and on what terms.

You are not required to tell Us about a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

Who needs to tell Us

You must answer Our questions in this way for You and for anyone else whom You want to be covered by the Policy.

If You do not tell Us

If You do not answer Our questions in this way, We may refuse to pay a claim and treat the Policy as never having been in existence.

Existing Customers

If You intend to renew or have renewed this Policy, Your duty of disclosure is as follows:

What You must tell Us

Before You renew, extend, vary or reinstate this Policy, You have a duty to disclose to Us every matter that You know or could be reasonably expected to know is relevant to a prudent insurer's decision to renew the Policy and, if so, on what terms.

You are not required to tell Us about a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

Who needs to tell Us

You must answer Our questions in this way for You and for anyone else whom You want to be covered by the Policy.

If You do not tell Us

If You do not answer Our questions in this way, We may refuse to pay a claim and treat the Policy as never having been in existence.

Premium

All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy.

We take a number of factors into account when calculating Your premium. Your risk profile, including the level of cover chosen, Your age, Your occupation and Your previous insurance history will have a significant impact on Your premium.

Your premium also includes any amounts payable in respect of compulsory government charges (including GST where applicable). We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

If You fail to pay an instalment on time, then if an instalment remains unpaid for:

- at least ninety (90) days, We may refuse to pay a claim arising after payment was due; and
- We may cancel Your Policy.

We may change Your premium from the renewal date if We notify You of the change in writing prior to that date.

You should refer to the Policy for full terms and conditions.

Cooling Off and Cancellation Rights

You have fourteen (14) days after You enter Your Policy (including renewals) to decide if this insurance meets Your needs. You may cancel Your Policy simply by advising Us in writing within those fourteen (14) days to cancel it. If You do this We will refund any premiums You have paid during this period.

You will not receive a refund if You have made a claim during this review period.

Cancellation of Your policy

You may cancel Your Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm New Zealand Time on the date We receive your written cancellation. We shall retain a pro-rata proportion of the premium for the time the Policy has been in force and refund the balance to You.

However, We do not refund any premium if We have paid a benefit under Your Policy.

We may cancel this Policy by giving You written notice, to Your address on file, if You:

- breach the Duty of Disclosure;
- make a misrepresentation to Us before or at any time Your Policy was entered into;
- breach a provision of Your Policy;
- engage in any act or omission which under the terms of Your Policy authorises Us to refuse to pay a claim either in whole or in part.

If We cancel Your Policy We shall refund the premium less an amount to cover the period for which You were insured, however, We do not refund any premium if We have paid a benefit under Your policy.

Automatic cancellation of Your Policy may occur without any written notice from Us if You are paying the premium and You do not pay an instalment within ninety-one (91) days of when it is due. The cancellation takes effect from the date the premium You have paid Us ceases to cover the insurance under this Policy.

You should refer to the Policy for full terms and conditions.

Consent of Insured Persons to disclosure of information

The Insured confirms that each Insured Person has provided its consent to the use and disclosure of its personal information for the purposes of ACE administering and managing the Policy and agrees to provide ACE with evidence of its procedures in this regard and advise ACE if any consent has not been obtained.

The Fair Insurance Code

As a member of the Insurance Council of New Zealand ("ICNZ"), We have made a commitment to the Fair Insurance Code.

The Fair Insurance Code was developed by the ICNZ as a set of principles which aims to continually improve the standard of practice and service that member companies provide to their customers. This set of principles is in addition to those obligations created by the law. Further information on the Code is available from Us.

Complaints and Dispute Resolution

If You are not satisfied with the service You have received from Us You should contact Us. We have an internal Complaints Handling and Dispute Resolution procedures and undertake to investigate Your concerns promptly and fairly. You may contact Us to make a complaint by telephone on 0800 422 346 by e-mail at CustomerService.AUNZ@acegroup.com or in writing. Your query or complaint will then be reviewed.

We are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. We have 40 days to respond to Your complaint. If you are not satisfied by Our response, You may refer the matter to FSCL by emailing info@fscl.org.nz or calling FSCL on 0800 347257.

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to You to use the services of FSCL.