



## Annual Travel Insurance

### Policy Wording and Product Disclosure Statement (PDS)

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#### General Advice

Any general advice that may be contained within this Policy Wording and Product Disclosure Statement (PDS) or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

#### Preparation Date

This PDS was prepared on 29 October 2009.

#### **1 Important information about this Policy Wording and PDS**

This document is a PDS and is also Our insurance Policy Wording. This document contains important information required under the *Corporations Act 2001* (Cth) (**the Act**) and has been prepared to assist You in understanding Annual Travel Insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document before making a decision.

Other documents may form part of Our Policy Wording and PDS and if they do, We will tell You in the relevant document.

You can contact Us on **1800 621 622** or write to Us at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001.

#### **2 About the Insurer**

**ACE Insurance Limited** (ABN 23 001 642 020, AFS Licence No. 239687) (**ACE**) is the insurer of this product. In this PDS, "We", "Us", "Our" means ACE Insurance Limited. Our contact details are:

Head Office: 28-34 O'Connell Street  
 SYDNEY NSW 2000

Postal Address: GPO Box 4907  
 SYDNEY NSW 2001

Telephone: 1800 621 622

Facsimile: (02) 9335 3467

E-mail: CustomerService.AUNZ@acegroup.com

ACE Insurance Limited (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, 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.

**3 Duty of Disclosure**

**What You must tell Us**

We will ask You various questions when You apply for cover. When You answer those questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You, and on what terms.

**Who needs to tell Us**

It is important that You understand You are answering Our questions in this way for You to be covered by the Policy.

**If You do not tell us**

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having commenced.

**4 The Meaning of Certain Words**

Through out this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions, located at Section 16 of this Policy Wording and PDS. Please refer to the Definitions for their meaning.

**5 Selecting Your Cover**

Certain eligibility criteria apply. We tell You when You apply whether You meet this criteria e.g.

- You must at least be fifty (50) years old when You apply.
- You must not be over seventy-nine (79) years of age when You apply unless You will commence Your Journey before Your eightieth (80<sup>th</sup>) birthday.

**Who can be Covered**

<b>Single Cover</b>	Cover for the Insured and Dependent Children and Grandchildren and two (2) other Unrelated Children provided You are travelling together on a Journey.
<b>Joint Cover</b>	Cover for the Insured and Spouse/Partner and Dependent Children and Grandchildren and two (2) Unrelated Children provided You are travelling together on a Journey.

There is no restriction on the number of Dependent Children and Grandchildren covered, but all Dependent Children, Grandchildren and Unrelated Children must be named on the Policy.

If the Insured has purchased this Policy, the maximum benefit amount We will pay for claims by You (the Insured and any other persons covered including the Dependent Children and Grandchildren and two (2) other Unrelated Children) is twice the benefit shown in the table below.

In return for cover under the Policy, You are required to pay a premium, as set out in Section 7 of this Policy Wording and PDS.

For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim. You should keep those documents in a safe place.

The Policy insures You twenty-four (24) hours a day subject to the Policy terms, conditions and exclusions.

Covered Journeys are limited to forty-five (45) days.

**Summary of Benefits**

The following tables summarise the benefits We can provide and can be used as a quick reference tool. The destinations covered and the level of cover varies according to the plan selected.

A detailed description of the cover is set out in the benefits section. The cover provided is subject to the terms, conditions and exclusions contained in this Policy document.

Please note that other documents that make up the Policy such as the Policy Schedule may amend the standard terms, conditions and exclusions contained in this Policy document.

**Summary of Benefits**

The following tables summarise the benefits We can provide and can be used as a quick reference tool. The destinations covered and the level of cover varies according to the plan selected.

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Please note that other documents that make up the Policy such as the Policy Schedule may amend the standard terms, conditions and exclusions contained in this Policy document.

<b>Summary of Benefits Table</b>		
<p>Maximum benefit limits apply under each Plan, as set out in this Table. Where specified, sub limits also apply. The term "Unlimited" only means there is no specified dollar limit. Policy terms do however apply limits on what We will pay for such benefits.</p> <p>If the Insured is travelling with Dependent Children and/or Grandchildren and/or two (2) Unrelated Children on either Single or Joint Cover, the maximum benefit amounts We will pay for claims by You (the Insured and any other persons covered including Dependent Children and/or Grandchildren and/or two (2) Unrelated Children) is twice the benefit shown in the table below.</p>		
<b>Schedule of Benefits</b>	<b>International Plan</b>	<b>Domestic Plan</b>
1) Overseas Medical and Dental Expenses <i>(please refer to Section 1)</i>	Unlimited	Not Applicable
2) Additional Expenses	Unlimited	\$10,000
2.1 Resumption of Journey <i>(sub limit)</i>	\$3,000	\$3,000
2.2 Special Events <i>(sub limit)</i>	\$2,000	\$2,000
2.4 If You Die <i>(sub limit)</i> <i>(please refer to Section 2)</i>	\$10,000	\$10,000
3) Loss of Deposits and Cancellation Charges	Unlimited	\$15,000
Travel Agent's Cancellation Fee (sub limit) <i>(please refer to Section 3)</i>	Lesser of AUD750 or 15% of the refundable amount	Lesser of AUD750 or 15% of the refundable amount
4) Luggage and Travel Documents	\$12,000	\$3,000
4.1 Loss, Theft or Damage		
a) Item Limit (each item)		
b) Video & Electrical Equipment <i>(sub limit)</i>	\$750	\$500
c) <i>(sub limit)</i>	\$3,500	\$1,000
4.2 Delayed Luggage Allowance		
a) More than 24 hours <i>(sub limit)</i>	\$500	\$500
b) More than 72 hours <i>(sub limit)</i> <i>(please refer to Section 4)</i>	\$1,000	\$1,000
5) Replacement of Money <i>(please refer to Section 5)</i>	\$300	Not Applicable
6) Rental Vehicle Excess	\$3,000	\$2,000

### Summary of Benefits Table

Maximum benefit limits apply under each Plan, as set out in this Table. Where specified, sub limits also apply. The term "Unlimited" only means there is no specified dollar limit. Policy terms do however apply limits on what We will pay for such benefits.

If the Insured is travelling with Dependent Children and/or Grandchildren and/or two (2) Unrelated Children on either Single or Joint Cover, the maximum benefit amounts We will pay for claims by You (the Insured and any other persons covered including Dependent Children and/or Grandchildren and/or two (2) Unrelated Children) is twice the benefit shown in the table below.

Schedule of Benefits	International Plan	Domestic Plan
(please refer to Section 6)		
7) Travel Delay (please refer to Section 7)	\$1,200	\$850
8) Cash in Hospital (a) Daily Amount (b) Maximum Amount (please refer to Section 8)	\$50 \$8,000	Not Applicable
9) Public Transport Hijacking (a) Daily Amount (b) Maximum Amount (please refer to Section 9)	\$1,000 \$15,000	Not Applicable
10) Personal Liability (please refer to Section 10)	\$2,000,000	\$200,000
11) Accidental Loss of Life & Permanent Loss Maximum amount for Dependent Children/Grandchildren/Unrelated Children: (a) Accidental Loss of Life (b) Permanent Loss (please refer to Section 11)	\$50,000 \$1,000 \$10,000	\$15,000 \$1,000 \$10,000

<b>Excess</b>	The excess is the first amount of each claim which You must bear. We do not pay for this amount. The Policy excess is AUD100 for international plans (GST is not applicable for international plans). The Policy excess is AUD50 for the domestic plan (including GST).
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Due to legislation in Australia, medical expenses for treatment and services received in Australia are not payable under this Policy.

### Bonus – ACE Assistance



ACE Assistance is a twenty-four (24) hour emergency referral service. In the event of a medical or similar emergency simply phone, reverse the charge and get immediate help in locating medical assistance in Your local area. This service will also provide non-emergency pre-travel advice on some health-related matters, verify insurance coverage and can help co-ordinate immediate claim payments.

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

Considerable effort is made to locate, assess and reassess medical facilities and other services worldwide. However, the medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country and accordingly, it is not always possible to have control

over these factors. In the circumstances, responsibility for any loss, medical complication or death resulting from any factor reasonably beyond Our control, cannot be accepted by ACE Assistance or Us.

## **6 Benefits**

Where We have agreed to enter into a Policy with You, in return for You paying Us or agreeing to pay the required premium, We will provide You with cover for the following benefits where they are covered by the plan agreed to (this will be specified in Your Policy Schedule).

Cover is only provided for each applicable benefit:

- where the relevant covered Event occurs in a jurisdiction covered by the applicable Plan (See the Coverage Option Table above for details);
- where the relevant covered Event occurs whilst You are on a Journey for a period of consecutive days not greater than that specified in the definition of Journey;
- up to the maximum limits specified in the Summary of Benefits Tables above;
- subject to the applicable excess specified in the Summary of Benefits Tables above; and
- subject to the terms conditions and exclusions of the Policy.

**Please keep this document, Your Policy Schedule and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future.**

Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details.

### **SECTION 1 OVERSEAS MEDICAL AND DENTAL EXPENSES**

This benefit is not available under the Domestic Plan.

#### **We will pay under Section 1:**

If during the Period of Insurance and while on a Journey, You suffer an Accidental Injury, or a Sickness or Disease, We will pay the reasonable and necessary cost of medical treatment, emergency dental treatment and ambulance transportation which are provided outside Australia by or on the advice of a Doctor or dentist and which occur within twelve (12) months of the date of the Accidental Injury, Sickness or Disease.

If You are admitted to hospital or You anticipate costs covered under this Section 1 are likely to exceed AUD2,000, You must advise ACE Assistance as soon as practically possible.

#### **We will not pay under Section 1:**

1. for medical treatment, dental treatment or ambulance transportation which is provided in Australia.
2. for dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue or involving the use of precious metals.
3. for the continuation of treatment (including medication) commenced prior to Your Journey.

See also terms and conditions applicable to Sections 1 and 2 only below.

### **SECTION 2 ADDITIONAL EXPENSES**

#### **We will pay under Section 2:**

##### **2.1 Resumption of Journey**

If during the Period of Insurance, Your Journey is interrupted by Your return Home due to an Accidental Injury, Sickness or Disease or death of a Relative or Business Partner in Australia, We will pay Your reasonable additional transport expenses actually and necessarily incurred (less any refund received for the unused prepaid travel arrangements) to resume Your original Journey.

If You return Home in the circumstances set out above, cover is suspended while You are in Australia and will recommence once You resume Your Journey, subject to the expiry date of Your Policy as shown on Your Policy Schedule.

#### **Terms and conditions applicable to Resumption of Journey only:**

We will pay under Section 2.1 provided:

- a) Your Period of Insurance was at least twenty-three (23) days in duration; and
- b) no greater than 50% of the Period of Insurance had elapsed at the time of the onset of the Accidental Injury, Sickness or Disease or death of a Relative or Business Partner; and
- c) the resumption of Your Journey occurs prior to the expiry date of Your Policy ; and
- d) no claim due to the same Event is made under Section 3 Cancellation Charges of this Policy; and
- e) the death or Accidental Injury of Your Relative or Business Partner in Australia did not occur prior to the commencement of Your Journey.
- f) the onset of the Sickness or Disease of a Relative or Business Partner in Australia did not occur prior to the commencement of Your Journey and You or a reasonable person in the circumstances would not have been aware of the onset of the Sickness or Disease prior to the commencement of Your Journey.

## **2.2 Special Events**

If during the Period of Insurance, Your Journey is delayed due to an unforeseeable circumstance outside Your control, resulting in You being unable to arrive in time to attend a wedding, funeral, pre-paid conference or pre-paid commercial sporting event or 25<sup>th</sup> or 50<sup>th</sup> wedding anniversary, which cannot be delayed due to Your late arrival, We will pay You for the reasonable additional cost of using alternative public transport to arrive at Your destination on time.

## **2.3 If You Become Ill**

If during the Period of Insurance and while on a Journey, You suffer an Accidental Injury, Sickness or Disease that prevents You from continuing Your Journey, We will pay the:

- (a) reasonable additional hotel accommodation and transport expenses incurred by a Travelling Companion who remains with or escorts You, until the completion of the Period of Insurance, or You are able to resume Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury, Sickness or Disease, and acceptance by ACE Assistance of Your inability to continue Your Journey;
- (b) reasonable additional hotel accommodation and transport expenses incurred by Your next of kin who travels to and remains with You, following Your being hospitalised as an in-patient, until the completion of the Period of Insurance, or You are able to continue Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury, Sickness or Disease and acceptance by ACE Assistance of Your inability to continue Your Journey;
- (c) reasonable additional hotel accommodation and transport expenses incurred by You and at the same class/level as originally booked, if You are unable to complete the Journey on the written advice of a Doctor solely by reason of the Accidental Injury, Sickness or Disease and acceptance by ACE Assistance of Your inability to continue Your Journey. An upgrade of class/level can be offered if it is deemed necessary by the Doctor and ACE Assistance approved the upgrade;
- (d) reasonable expenses incurred in returning a hired motor vehicle to the nearest depot provided that, on the written advice of a Doctor, You are unfit to drive it solely by reason of the Accidental Injury, Sickness or Disease, and acceptance by ACE Assistance of Your inability to drive.

## **2.4 If You Die**

If You die during the Period of Insurance and while on a Journey, We will pay reasonable funeral or cremation expenses or the cost of returning Your remains to Your Home.

## **2.5 If Your Home Is Destroyed By a Natural Disaster**

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

## **2.6 Other Circumstances**

We will pay any reasonable and necessary additional hotel accommodation and transport expenses You incur during the Period of Insurance and while on a Journey that result from:

- (a) disruption of Your scheduled transport because of riot, strike, civil commotion or hijack;
- (b) loss of passport or travel documents, except involving government confiscation or articles sent through the mail;

- (c) a quarantine regulation You unknowingly breach;
- (d) a natural disaster;
- (e) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling; or
- (f) Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions.

In relation to 2.6 (f), We will pay up to AUD250, providing written confirmation of the delay has been obtained from the Transport Provider.

#### **TERMS AND CONDITIONS APPLICABLE TO SECTIONS 1 AND 2 ONLY**

We have the option of returning You to Australia if the cost of overseas medical and/or additional expenses are likely to exceed the cost of returning You to Australia, subject always to medical advice. We also have the option of evacuating You to another country. However, if We return You to Australia We shall not be liable to pay You any medical or dental expenses.

1. In all cases, the cost of evacuation or to repatriate You back to Australia from overseas will only be paid if it was arranged by and deemed necessary by ACE Assistance.
2. If You are hospitalised overseas, We will pay for a share room. If a share room is not available, We will, at Our discretion and that of Our medical advisers, pay to upgrade You to a single room.
3. If You do not hold a return airline ticket, an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.

### **SECTION 3 LOSS OF DEPOSITS AND CANCELLATION CHARGES**

#### **We will pay under Section 3:**

If during the Period of Insurance, Your Journey is cancelled, curtailed or unable to be completed because of the unforeseeable death, Accidental Injury, Sickness or Disease of Your Travelling Companion, Relative or Business Partner in Australia or because of any other unforeseen circumstances outside Your control, We will pay You the non-refundable unused portion of all travel costs prepaid in advance including a travel agent's cancellation fee.

*The maximum amount We will pay for the travel agent's cancellation fee is limited to the lesser of AUD750 or 15% of the refundable amount of the cancelled travel arrangements.*

#### **We will not pay under Section 3:**

##### **For loss caused by or arising from:**

1. Transport Provider delays, cancellation or rescheduling, other than when caused by strikes;
2. You or any other person deciding not to continue Your Journey or You change Your plans;
3. Your financial circumstances or any contractual or business obligation;
4. the failure of Your travel agent to pass on monies to operators or to deliver promised services;
5. a request by Your Relative or employer, unless You are a member of the Australian Armed Services or Police Force and Your leave is revoked;
6. a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or the negligence of a wholesaler or operator;
7. any government regulation, prohibition or restriction;
8. the death, Accidental Injury, Sickness or Disease of any person who is not an Australian Resident.

### **SECTION 4 LUGGAGE AND TRAVEL DOCUMENTS**

#### **We will pay under Section 4:**

##### **4.1 Loss, Theft Or Damage**

If during the Period of Insurance and while on a Journey, Your luggage and/or personal effects and/or travel documents are lost, stolen or damaged, We will, at Our discretion, pay the value of that luggage

and/or personal effects (after allowing for reasonable depreciation) or repair or replace the luggage and/or personal effects.

Limits apply for any one (1) item. A set or pair of items (including attached and unattached accessories) will be treated as one (1) item for the purpose of this limit.

We will not pay more than a proportionate amount of the value of any item which is a pair or set for any part of the item. No allowance is made for any special value which the item may have as a pair or set.

A sub limit applies to video and electronic equipment.

#### **4.2 Delayed Luggage Allowance**

If during the Period of Insurance and while on a Journey, all Your luggage is delayed by a Transport Provider for more than twenty-four (24) hours, We will reimburse You for essential emergency items of clothing and toiletries You purchase. This limit is doubled if You have still not received luggage after seventy-two (72) hours.

The original receipts for the items and written confirmation of the delay from the Transport Provider must be produced in support of Your claim. If Your luggage is not ultimately returned to You, any amount claimable under this benefit will be deducted from any entitlement under Section 4.1 Loss, Theft or Damage above.

#### **4.3 Travel Document Replacement**

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

#### **Automatic Re-instatement of Sum Insured for Section 4**

In the event that a claimable loss or damage to Your luggage and/or personal effects is incurred, We will allow You one (1) automatic re-instatement of that maximum amount but only in respect of loss or damage to Your luggage and/or personal effects.

#### **We will not pay under Section 4:**

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report;
2. for items left unattended in any motor vehicle unless stored in the boot and forced entry is gained;
3. for items left unattended in any motor vehicle overnight (even if in the boot);
4. for jewellery, camera and video camera equipment, sound equipment, mobile telephones or portable computer equipment, left unattended in any motor vehicle at any time (even if in the boot);
5. for jewellery, camera and video camera equipment, sound equipment, mobile telephones or portable computer equipment whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany You as personal cabin baggage;
6. for more than AUD1,000 in total for all jewellery placed in the care of a Transport Provider;
7. for items left unattended in a Public Place;
8. for sporting equipment whilst in use;
9. for items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied;
10. for surfboards or waterborne craft of any description;
11. for damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles or to lenses in cameras, video cameras or binoculars;
12. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
13. for electrical or mechanical breakdown;
14. for negotiable instruments or any cash, bank or currency notes, postal or money orders.

## **SECTION 5      REPLACEMENT OF MONEY**

This benefit is not available for any Journey or part of a Journey occurring in Australia.

### **We will pay under Section 5:**

If during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in Australia), Your cash, bank or currency notes, postal or money orders are accidentally lost or stolen from Your person, We will reimburse You for their value.

### **We will not pay under Section 5:**

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. In order to make a claim under Section 5 of the Policy, You must provide Us with a written record prepared by the police or Transport Provider at the time the loss or theft is reported;
2. for loss or theft of cash, bank or currency notes, postal or money orders whilst not carried on Your person;
3. for loss or theft of cash, bank or currency notes, postal or money orders by or from Your Dependent Children.

## **SECTION 6      RENTAL VEHICLE EXCESS**

### **We will pay under Section 6:**

If during the Period of Insurance and while on a Journey, You become liable to pay a Rental Car insurance excess as a result of a collision involving, or theft of, a Rental Car whilst in Your control, We will pay You for one (1) such excess.

### **We will not pay under Section 6:**

1. for any damages unless as part of the Rental Car arrangement, You have accepted the compulsory motor insurance provided by the Rental Car organisation, against loss or damage to the Rental Car during the rental period;
2. for any collision or theft arising from the operation of a Rental Car in violation of the terms of the rental agreement.

## **SECTION 7      TRAVEL DELAY**

### **We will pay under Section 7:**

If during the Period of Insurance and while on a Journey, Your pre-booked transport is temporarily delayed for at least six (6) hours due to an unforeseeable circumstance outside Your control, We will reimburse You for reasonable additional hotel accommodation expenses.

### **Terms and conditions applicable to Section 7:**

You must claim from the Transport Provider first and provide Us with written confirmation from the Transport Provider of the cause and period of the delay and the amount of compensation offered by them. You must also provide Us with receipts for the hotel accommodation expenses incurred.

## **SECTION 8      CASH IN HOSPITAL**

This benefit is not available for any Journey or part of a Journey occurring in Australia.

### **We will pay under Section 8:**

If during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in Australia), You suffer an Accidental Injury, Sickness or Disease, We will pay You AUD50 for each twenty-four (24) hour period You are confined to a hospital overseas, provided that the period of confinement exceeds forty-eight (48) hours.

## **SECTION 9      PUBLIC TRANSPORT HIJACKING AND KIDNAPPING**

This benefit is not available for any Journey or part of a Journey occurring in Australia.

**We will pay under Section 9:**

If during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in Australia), You are detained on public transport due to it being hijacked by persons using violence or threat of violence or You being kidnapped, We will pay You the daily amount for Public Transport Hijacking and Kidnapping for each twenty-four (24) hours You are forcibly detained by the hijackers or kidnapers.

## **SECTION 10 PERSONAL LIABILITY**

**We will pay under Section 10:**

If during the Period of Insurance and while on a Journey, You commit an act of negligence which results in You becoming legally liable to pay compensation for either physical damage caused to someone else's property or the bodily injury or death of someone else, We will pay that compensation.

**We will not pay under Section 10:**

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

## **SECTION 11 ACCIDENTAL LOSS OF LIFE AND PERMANENT LOSS**

**We will pay under Section 11:**

If during the Period of Insurance and while on a Journey, You suffer an Accidental Injury:

1. that solely results in Your Accidental Loss of Life, We will pay Your estate the amount shown on Your Policy Schedule provided Your Accidental Loss of Life occurs within twelve (12) months of the date of the Accidental Injury. The maximum amount We will pay in respect of Dependent Children/Grandchildren/Unrelated Children is AUD1,000 each to the estate of the Dependent Child/Grandchild/Unrelated Child; or
2. that results in Your Permanent Loss within twelve (12) months of the date of the Accidental Injury, We will pay You the amount shown on Your Policy Schedule. The maximum amount We will pay in respect of Dependent Children/Grandchildren/Unrelated Children is AUD10,000 each to the estate of the Dependent Child/Grandchild/Unrelated Child.

**Terms and conditions applicable to Section 11:**

1. You must obtain and follow advice and treatment given by a Doctor as soon as possible after suffering an Accidental Injury.
2. The Accidental Loss of Life benefit payable as a result of a Disappearance will only be paid if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Injury.
3. Where You and any number of other people insured by one (1) or more travel insurance policies underwritten by Us are entitled to claim under Section 11 as a result of any one (1) occurrence or

Event, Our maximum accumulated liability for all insureds collectively will be limited to AUD4,000,000. In this instance, We will be entitled to reduce the amount payable under the Policy on a pro-rata basis.

## **7 Premium**

We take a number of factors into account when calculating Your premium which could include Your risk profile, the type of Plan You have chosen and other information You provide to Us when applying for this insurance.

Factors that increase the risk to Us generally increase the premium (eg where You apply to be covered under International Plan) and those that lower the risk reduce premium payable (eg where You apply to be covered under the Domestic Plan).

Your premium includes any amounts payable that take into account Our obligation (actual or estimated) to pay any relevant compulsory government charges, taxes or levies (including stamp duty and GST) in relation to the Policy.

We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

Cover is effective from the Policy issue date as shown on Your Policy Schedule.

If You fail to pay Your premium on time and Your premium remains unpaid for at least fourteen (14) days, We may refuse to pay a claim arising after payment was due. If Your Policy remains unpaid for thirty-one (31) days, Your Policy will be automatically cancelled.

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

## **8 General Exclusions**

**We will not (under any Section) pay for claims arising directly or indirectly from:**

1. costs or expenses incurred outside the Period of Insurance;
2. air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by an airline or an air charter company;
3. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
4. any nuclear reaction or contamination, ionising rays or radioactivity;
5. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities;
6. any unlawful act committed by You or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim;
7. any government prohibition, regulation or intervention;
8. Section 2 Additional Expenses or Section 3 Loss of Deposits and Cancellation Charges in respect of any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel;
9. travel booked or undertaken against the advice of any Doctor or after a Terminal Illness had been diagnosed;
10. loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care;
11. any Pre-Existing Medical Condition You or Your Travelling Companion have;
12. any Pre-Existing Medical Condition of any other person unless the person is hospitalised or dies in Australia after the date the Policy is issued and at the time of issue of the Policy You have a reasonably held view that the chance of a claim occurring was highly unlikely. The maximum amount We will pay under the Policy for claims arising from this is AUD4,000;
13. (a) pregnancy or childbirth involving You or any other person if You are aware of the pregnancy prior to the date of issue of the Policy and,
  - (i) where complications of this pregnancy have occurred prior to this date, or
  - (ii) where the conception was medically assisted;

- (b) pregnancy or childbirth involving You or any other person after the twenty-fourth (24th) week of pregnancy or where the problem arising is not an unexpected serious medical complication;
14. suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, the effect of alcohol or drugs or the transmission of any sexually transmittable disease or virus;
  15. nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey;
  16. participation by You or Your Travelling Companion in hunting, racing (other than on foot), polo playing, hang gliding, sports activities in a professional capacity, mountaineering or rock climbing using ropes or guides, bungee jumping or scuba diving unless You hold an Open Water Diving Certificate or are diving with a qualified diving instructor;
  17. participation by You or Your Travelling Companion in motor cycling for any purpose except involving the use of a hired motorcycle with an engine capacity of 200cc or less, provided that the driver holds a current Australian Motor Cycle Licence;
  18. participation by You or Your Travelling Companion in abseiling, ballooning, parachuting, paragliding or gliding;
  19. consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy;
  20. any Goods and Services Tax (GST) liability or any fine, charge or penalty You are liable for because of a failure to fully disclose to Us Your input tax credit entitlement for the premium;
  21. failure of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
  22. Section 2 Additional Expenses, Section 3 Loss of Deposits and Cancellation Charges and Section 7 Travel Delay arising from acts of terrorism;
  23. any benefit that if paid, would constitute the carrying on of a "Health Insurance Business" as defined under the National Health Act, 1953 (Cth), the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to those Acts;
  24. any benefit that would breach s126 of the Health Insurance Act 1973 (Cth) including the payment of medical expenses in Australia respect of the rendering of a professional service for which a Medicare benefit is payable.

**The following listed medical conditions are automatically covered under this Policy, and are not subject to Exclusions 11 and 12 above if You are up to or including age seventy-five (75).**

**If You are over the age of seventy-five (75), You will not be covered for any of the medical conditions listed in the table below, irrespective of whether You meet the criteria.**

**The time frames applicable to each medical condition apply from the date of issue of Your Policy on Your Policy Schedule.**

<b>Asthma</b>	If You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months.
<b>Diabetes Non-insulin dependent</b>	If You were diagnosed over twelve (12) months ago and have not had any complications in the last twelve (12) months. You must also have a Blood Sugar Level reading between 4 and 10.
<b>Epilepsy</b>	If there are no underlying medical conditions and You have not required treatment by a Doctor for a seizure in the last twelve (12) months.
<b>Gout</b>	If the gout has remained stable for the past six (6) months.
<b>Hiatus Hernia</b>	If no surgery is planned in the next two (2) years.
<b>Hip Replacement</b>	If performed more than six (6) months ago.
<b>High Blood Pressure</b>	If You have no known heart conditions and Your current BP reading is below 165/95.
<b>High Cholesterol</b>	If You have no known heart conditions.

<b>Peptic Ulcer</b>	If Your condition has remained stable for more than six (6) months.
<b>Prostate Cancer</b>	If You have a Gleason Score P.S.A Prostate Specific Antigen of 3.0 or less.
<b>Stroke</b>	If the stroke occurred more than twelve (12) months ago and no further rehabilitation or specialist review is planned.
<b>Underactive Thyroid</b>	If not as a result of a tumour.

## **9 Cooling Off Period**

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy 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.

These cooling off rights do not apply if You have commenced the Journey or You have made or You are entitled to make a claim during this period.

## **10 Cancellation of Your Policy**

Your Policy may be cancelled in one of three (3) ways:

### **1. When You can cancel**

You can cancel Your Policy at any time by telling Us in writing if You. The cancellation will take effect at 4pm Australian Eastern Standard Time the day We receive Your written cancellation. We will refund the premium for Your Policy less an amount which covers the period for which You were insured. However, We do not refund any premium if We have paid a benefit under Your Policy.

### **2. When We can cancel**

We may cancel Your Policy by giving You written notice to the address on file and in accordance with the Insurance Contracts Act 1984 (Cth), including where You have:

- (a) breach the Duty of Disclosure;
- (b) breach a provision of Your Policy;
- (c) make a fraudulent claim under any policy of insurance;

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured.

### **3. Automatic cancellation**

Your Policy may be cancelled automatically and without any written notice from Us:

- (a) when You reach the Maximum Age. This will be confirmed in writing. Any unused premium paid will be refunded; or
- (b) if You have not paid Your premium within thirty one (31) 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.

## **11 General Conditions**

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

Your Policy begins on the date of issue of Your Policy as shown on Your Policy Schedule and continues until the expiry date of the Period of Insurance or until it is cancelled. Only the cover provided under Section 3 Loss Of Deposits and Cancellation Charges is available from the date of issue. The other covers all start from the commencement of the Period of Insurance (i.e. when Your Journey commences).

### **Renewal of Your Policy**

This insurance may be renewed for further consecutive yearly periods upon payment of the premium. Payment of Your premium is deemed to be acceptance of an offer of renewal for a further Period of Insurance. If You continue to pay Your premium, then unless Your Policy is cancelled or We advise You prior to the Renewal Date that We will not be renewing, a policy on the same terms and conditions automatically comes in to existence for one (1) year from the Renewal Date.

### **Expiry of Your Policy**

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

If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Commencement Date or Renewal Date, whichever is the later, up to and including the date of cancellation or termination.

### **Significant Tax Implications**

Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your Policy for business purposes. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

### **Goods and Services Tax**

1. Where You are a registered entity You may be entitled to an input tax credit for Your premium and/or for things covered by this Policy. You must disclose these entitlements to Us if You make a claim under Your Policy.
2. If We agree to pay a claim under Your Policy, We will base any claim payment on the Goods and Services Tax (G.S.T.) inclusive costs (up to the relevant policy limit). However, We will reduce any claim payment by an input tax credit You are, or would be, entitled to for the repair or replacement of insured property or for other things covered by this Policy.

### **Australian Law**

You must be an Australian Resident to be covered by this Policy.

Your Policy is governed by the laws of the State or Territory of Australia in which You normally reside. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of the State or Territory of Australia in which You normally reside.

### **Australian Currency**

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

<b>12</b>	<b>Claims</b>
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You should advise Us as soon as possible of an occurrence or Event which could lead to a claim.

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

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

- (a) complete a claim form (claim forms are available from Us), and attach to the claim form:
  - (i) receipts for any expenses or proof of earnings that are being claimed;
  - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
  - (iii) any other documentary evidence required by Us under Your Policy;
- (b) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical;
- (c) give Us at Your or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim;
- (d) not make any offer, promise of payment or admit any liability without Our written consent; and
- (e) help Us to make any recoveries, We have the right to sue under any other party in Your name to recover money payable under the Policy or to choose to defend any action brought against You. You must provide reasonable assistance to Us.

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

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

We must take all reasonable steps to pay a valid claim promptly.

If We pay an Accidental Loss of Life Benefit, We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You.

### **13** *Dispute Resolution*

If at any time You have an unresolved complaint about Our products or services, You can access Our complaints handling and dispute resolution service. Our Retail Customer Assurance Charter describing this process is available on request from Us on **1800 621 622** or e-mail [CustomerService.AUNZ@acegroup.com](mailto:CustomerService.AUNZ@acegroup.com). Your query or complaint will then be reviewed. If You are unhappy with the outcome of this review, You may refer Your dispute to Our Internal Dispute Resolution Service (IDR Service) (e-mail [DisputeResolution.AU@acegroup.com](mailto:DisputeResolution.AU@acegroup.com)). Our IDR Service is committed to responding to You within fifteen (15) working days.

If You are unhappy with the outcome of Our IDR Service's review of Your dispute, You may take Your dispute, at no cost to You, to the Financial Ombudsman Service (FOS) provided the dispute falls within FOS's Terms of Reference and jurisdictional limits. FOS can make decisions which We are obliged to comply with. Further information about FOS, including its Terms of Reference and jurisdictional limits, is available by contacting them at:

Postal Address: GPO Box 3  
MELBOURNE VIC 3001  
Telephone: 1300 780 808  
Facsimile: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

### **14** *Privacy Statement*

ACE Insurance Limited ("ACE") is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at [www.aceinsurance.com.au](http://www.aceinsurance.com.au).

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 assessors and call centres), other companies in the ACE group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside Australia.

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 customer relations team on 1800 815 675 or email [CustomerService.AUNZ@acegroup.com](mailto:CustomerService.AUNZ@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, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@acegroup.com](mailto:Privacy.AU@acegroup.com).

### **15** *Updating Our PDS*

We may need to update the information contained in Our PDS from time to time (where allowed by law). We will issue You with a new PDS or a Supplementary PDS to update the information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal record of such changes (You are welcome to get a paper copy free of charge by calling Us).

### **16** *Definitions*

Please use this Definitions section to find the meaning of these words throughout this booklet.

**Accidental Injury** means a bodily injury which:

- (a) is caused solely and directly by violent, accidental, visible and external means; and
- (b) occurs at a definite time and place as a result of an accident occurring during Your Period of Insurance; and
- (c) includes a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of the accident causing the bodily injury.

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

**Australian Resident** means, as defined in the *Social Security Act 1991 (Cth)*, a person who:

- (a) resides in Australia; and
- (b) is one of the following:
  - (i) an Australian citizen;
  - (ii) the holder of a permanent visa;
  - (iii) a special category visa holder who is a protected SCV holder.

**Business Partner** means a person You own a registered Australian business with, which has an Australian Business Number.

**Commencement Date** means the date We agree to provide insurance under the Policy as shown on Your Policy Schedule.

**Dependent Children** means the unmarried dependent child or children of the Insured (including step or legally adopted children) who are:

- (a) up to and including eighteen (18) years of age; or
- (b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning and primarily dependent upon the Insured for maintenance and support.

**Disappearance** means if Your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which You were travelling on that date, We will presume, subject to there being no evidence to the contrary, You have died as a result of an Accidental Injury.

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

**Event(s)** means an occurrence that could give rise to a claim for a benefit under Your Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.

**Foot** means the entire foot below the ankle.

**Grandchildren** means the Insured's unmarried grandchild or grandchildren (including step or legally adopted grandchildren) who are:

- (a) up to and including eighteen (18) years of age; or
- (b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning and primarily dependent upon the Insured or the Insured's child or children (including step or legally adopted children) for maintenance and support.

**Hand** means the entire hand below the wrist.

**Home** means Your usual place of residence in Australia.

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

**Insured** means the person named as the Insured or the Policyholder in the Policy Schedule and who pays the premiums to Us in respect of Insured Persons.

**Insured Person** means any person who is named as an Insured Person in the Policy Schedule and with respect to whom premium has been paid or agreed to be paid.

**Journey** means the period commencing at the time You leave Your Home to start Your journey and ceasing at the time You return to Your Home, provided the journey:

- (a) commences and terminates while this Policy is in force; and
- (b) has either an interstate or overseas destination or, if intrastate (i.e. within the State You normally reside) involves You travelling more than a one-hundred (100) kilometre radius from Your Home; and
- (c) is for a period not greater than forty-five (45) consecutive days.

**Limb** means the entire limb between the shoulder and the wrist and includes the whole Hand, or between the hip and the ankle and includes the whole Foot.

**Period of Insurance** means one (1) calendar year from the Commencement Date or the latest Renewal Date whichever is the later.

**Permanent Loss** means:

- (a) physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement; or
- (b) irrecoverable loss of all sight in an eye;

which in each case is caused by an Accidental Injury.

**Policy** means Your Policy Wording and Product Disclosure Statement (PDS) and Policy Schedule and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.

**Policyholder** means the person named as the Insured or the Policyholder in the Policy Schedule and who pays the premiums to Us in respect of Insured Persons.

**Policy Schedule** means the document We send You which contains details of the cover provided to You by Us.

**Pre-Existing Medical Condition** means:

- (a) any physical defect, condition, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a Doctor or dentist in the ninety (90) days prior to the issue of the Policy; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware at the issue date of Your Policy as shown on Your Policy Schedule.

**Policy Wording and Product Disclosure Statement (PDS)** means this document.

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

**Relative** means Your 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, step-child, great-grandparent, grandparent or grandchild provided such person is at the relevant time not more than eighty (80) years of age.

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

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

**Sickness or Disease** means a sickness or disease which requires immediate treatment by a Doctor and which is not an Accidental Injury.

**Spouse/Partner** means the person named as Spouse/Partner on the Policy Schedule and who must be the Insured's husband or wife, de-facto or life partner (including a same sex partner) with whom the Insured has continuously cohabited for a period of three (3) months or more.

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

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

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

**Unrelated Children** means any unmarried child or children who are not related to the Insured and who are:

- (a) up to and including eighteen (18) years of age; or
- (b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning.

**We, Our, Us** means the insurer ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687).

**You, Your** means the person/s named as the Insured or the Policyholder and also includes those named as Insured Persons on Your Policy Schedule with respect to whom premium has been paid or agreed to be paid.



**ace insurance**

**ACE Insurance Limited**

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