



**ace insurance limited**

*Business Travel Insurance  
Policy Wording and PDS*

# **BUSINESS TRAVEL INSURANCE**

## **POLICY WORDING and PRODUCT DISCLOSURE STATEMENT (PDS)**

Underwritten by  
ACE Insurance Limited  
ABN 23 001 642 020 AFSL No. 239687  
28-34 O'Connell Street  
Sydney NSW 2000



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## **BUSINESS TRAVEL INSURANCE POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT (PDS)**

### ***Important Information about this PDS***

This PDS contains important information required under the *Corporations Act 2001 (the Act)* and has been prepared to assist You in understanding this Business Travel Insurance and making an informed choice about Your insurance requirements. This PDS sets out significant features of this insurance including its benefits and risks but does not form part of the insurance contract.

You should read the Policy Wording section in this document and the Schedule of this insurance, to obtain a complete description of all the benefits, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that You keep them in a safe place for future reference.

#### ***General Advice***

Any general advice that may be contained within this PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You should consider the appropriateness of this product having regard to Your objectives, financial situation and needs. You need to decide if the limits, type and level of cover are appropriate for You.

#### ***Preparation Date***

This PDS was prepared on 20 December 2004. Other documents may form part of Our PDS and if they do, We will tell You in the relevant document.

### ***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:

28-34 O'Connell Street SYDNEY NSW 2000

Telephone: 1800 815 675

Facsimile: (02) 9335 3467

### ***Cover We Can Offer***

When You apply for this insurance, Your details will be provided to ACE. We will use the information supplied to decide the terms of cover We will provide. We provide cover to You on the terms contained in the application, the Policy Wording and any other document including the most recent Schedule that We issue to You.

The Schedule will contain important information relevant to Your insurance including the Period of Insurance; Your premium, the limits (if optional) that You want for particular covers; and whether any standard terms need to be varied by way of endorsement.

All of these make up Your Policy with Us.

### ***About This Business Travel Insurance***

This insurance provides for the payment of benefits in connection with a Journey undertaken or to be undertaken by an Insured Person. Please read it carefully to make sure that You understand its provisions. If You require any information, please contact Your local ACE office. All cover is subject to the payment of premium and the terms, conditions and exclusions of the Policy.

### ***Summary of the Benefits***

The following is a summary only and does not form part of the terms of Your insurance. We give examples of key benefits but You need to read the Business Travel Insurance Policy Wording which



sets out the terms and conditions of this insurance to make sure it matches Your expectations. Key benefits include tailored cover for:

***Personal Accident and Sickness***

Provides cover whilst on a Journey for a broad range of specified Events including:

- \* Lump sum benefits for an Injury resulting in death, disablement and loss/use of senses and/or body parts.
- \* Benefits for Injury or Sickness resulting in surgery whilst outside of Australia.
- \* Benefits for Injury resulting in fractured bones or loss of teeth.
- \* Loss of income as a result of Sickness or Injury.

Please refer to Section 1 of the Policy Wording for details of **benefits** and **conditions**.

***Kidnap and Ransom/Extortion***

Cover for expenses, including Extortion/Ransom Monies, relating to the Kidnapping of an Insured Person whilst on a Journey. Please note **conditions** and **exclusions** at Section 2 of the Policy Wording.

***Hijack and Detention***

A distress allowance if an Insured Person is Hijacked or Detained as a result of a Hijack for more than 12 hours whilst on a Journey. Please note **exclusions** at Section 3 of the Policy Wording.

***Medical and Additional Expenses***

Provides cover for specified Medical and additional expenses if an Insured Person suffers an Accidental Death, Injury or Sickness whilst on a Journey. An additional benefit is also available if an Insured Person is confined to bed by a doctor for more than forty-eight (48) consecutive hours during the Period of Insurance. Please note **exclusions** at Section 4 of the Policy Wording.

***Emergency Assistance***

In the event that an Insured Person requires assistance whilst on Journey, Emergency Assistance is provided under this Policy for services such as replacing lost or stolen passports, emergency evacuation assistance, interpreter access and referral, tracing delayed luggage or medically supervised repatriation. Please note **conditions** at Section 5 of the Policy Wording.

***Loss of Deposits***

Provides cover for specified pre-paid Travel and Accommodation costs should a Journey be cancelled due to Unforeseen Circumstances outside an Insured Persons or Your control. Please note **exclusions** at Section 6 of the Policy Wording.

***Baggage, Business Property, Electronic Equipment and Money/Travel Documents***

Cover up to the amount shown in the Schedule for loss or theft of, or damage to an Insured Persons Baggage, Business Property, Electronic Equipment and Money/Travel Documents. Please note **conditions** and **exclusions** at Section 7 of the Policy Wording.

***Alternative Employee / Resumption of Assignment Expenses***

Cover for the costs of an alternative employee, or for returning an Insured Person to recommence an assignment, if an Insured Person is unable to complete an assignment due to their Accidental Death, Serious Injury or Serious Sickness. Please note **exclusions** at Section 8 of the Policy Wording.

***Personal Liability***

Cover for legal liability for bodily injury or damage to property of others accidentally caused by the Insured Person whilst on a Journey. Please note **conditions** and **exclusions** at Section 9 of the Policy Wording.

***Rental Vehicle Excess Waiver***

Cover for a Rental Vehicle Excess up to the amount shown on Your Schedule if such Rental Vehicle is



involved in a collision whilst under the control of the Insured Person or the Rental Vehicle is stolen or damaged. Please note **conditions** and **exclusions** at Section 10 of the Policy Wording.

***Extra Territorial Workers Compensation***

Indemnity against liability which is not covered under Workers Compensation legislation arising during the Period of Insurance to pay compensation consequently payable under Workers Compensation Legislation or damages at Common Law for Death, Injury or Sickness suffered by an Insured Person arising out of or in the course of employment whilst on a Journey. Please note **limit of liability, conditions** and **exclusions** at Section 11 of the Policy Wording

***Missed Transport Connection***

Cover for reasonable extra expenses incurred to enable an Insured Person to use alternative scheduled public transport services to arrive at a business meeting or conference on time if they miss their transport connection due to Unforeseen Circumstances outside of Your control.

Refer to Section 12 of the Policy Wording for **conditions** and **exclusions**.

***Political Evacuation***

Cover for the cost of returning an Insured Person to their country of residence or the nearest place of safety following the need to leave the country they are in due to being expelled or officials recommending that an Insured Person leave the country.

Refer to Section 13 of the Policy Wording for details of **conditions** and **exclusions**.

***What We Do Not Cover Under Any Section of the Policy***

We shall not pay benefits in respect to any loss which results from flying in an aircraft other than as a passenger, self-inflicted injury, training for professional sport, war invasion or civil war, AIDS, use of nuclear weapons.

Please refer to the **General Exclusions Under the Policy** section and the **General Conditions Under the Policy** for details of all general exclusions to make sure the cover We provide matches Your expectations.

***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 reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy and on what terms.

If We ask You to tell Us about exceptional circumstances, You are required to tell Us about each exceptional circumstance which is known to You and which You know or a reasonable person would be expected to know is relevant to Our decision to insure You and anyone else to be insured under the Policy.

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 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 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 Our 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 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 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 stamp duty 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 Australian Eastern Standard 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 Your Policy by giving You written notice, to Your address on file, if You:

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

If We cancel, We will refund the premium for Your Policy 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.

## **GENERAL DEFINITIONS UNDER THE POLICY**

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

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

***Accompanying*** means travelling with or travelling separately from but with the intention to meet or continue travelling with another Insured Person who is on a Journey (as defined) on the business of the Insured.

***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 provided such person is at the relevant time not more than eighty (80) years of age.

***Dependent 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 You for maintenance and support.

***Doctor*** means a legally registered medical practitioner who is not an Insured Person or their relative.

***Employee*** means any person in Your service including directors (executive and non-executive) and (except for Section 11) 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 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.

**Incidental Private Travel** means travel which is private and taken either side of or during an authorised business trip. The incidental travel portion must not exceed more than 60% of the trip in its entirety unless authorised by Us.

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

- (a) is caused by violent, external and visible means; and
- (b) occurs during the Period of Insurance; and
- (c) results solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury).

**Insured Person** means such person or persons who come within the description of Insured Person contained in the Schedule and with respect to whom premium has been paid or agreed to be paid.

**Journey** means the Journey defined in the Schedule.

**Period of Insurance** means the period shown on the current Schedule.

**Policy** means this Policy Wording and the Schedule.

**Policy Wording** means this document.

**Schedule** means the Schedule attached to the Policy Wording or any subsequently substituted Schedule.

**Serious Injury or Serious Sickness** means Injury or Sickness that causes Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending Doctor. 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 was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the commencement date of the Journey.

**Sickness** means any illness or disease of the Insured Person occurring during a Journey but does not include 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.

**We/Our/Us** means ACE Insurance Limited (ABN 23 001 642 020).

**You/Your** means the Insured named in the Schedule.



## SECTION 1 - PERSONAL ACCIDENT & SICKNESS

### EXTENT OF COVER

#### **PERSONAL ACCIDENT**

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers from an Event described in Parts A, B, D or E of the following Table of Events as result of an Injury, 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 an Event described in Part C of the following Table Of Events as a result of a Sickness, 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 loss of all sight in the eye;
- (c) hearing, total and Permanent 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 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.

**Quadriplegia** means the Loss of use of both arms and both legs.

**Salary** means:

- in the case of an 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 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.

**Temporary Partial Disablement** means the temporary inability of the Insured Person 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 the temporary inability of the Insured Person 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.

**Total Disablement** means the inability of the Insured Person to engage in or attend to any occupation or business.

**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 the following Event(s), which occur within 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 use of two (2) Limbs	100%
7. Loss of use 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) an amount is shown on the Schedule against Section 1, Part A - Injury Resulting In Surgery; and
- (b) the surgery is undertaken outside of Australia.

Injury resulting directly in the following surgical procedure(s) being carried out within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part A - Injury Resulting in Surgery – Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	50%
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.

Injury resulting directly in the following Event(s) which occur within twelve (12) months of the date of the Injury:	THE BENEFITS
25. Temporary Total Disablement	During such disablement, the weekly benefit shown on the Schedule against Section 1, Part B – Weekly Benefits – Injury, but not exceeding the Salary of the Insured Person.
26. Temporary Partial Disablement	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.

Sickness resulting directly in the following Event which occurs within twelve (12) months of the date of the first manifestation of the Sickness:	THE BENEFITS
27. Temporary Total Disablement	During such disablement, the weekly benefit shown on the Schedule against Section 1, Part C – Weekly Benefits – Sickness, but not exceeding the Salary of the Insured Person.
28. Temporary Partial Disablement	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) an amount is shown on the Schedule against Section 1, Part C - Sickness Resulting In Surgery – Benefits; and
- (b) the surgery is undertaken outside of Australia.

Sickness resulting directly in the following surgical procedure(s) which occur within twelve (12) months of the date of first manifestation of the Sickness:	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part C – Sickness Resulting in Surgery – Benefits.
29. Open heart surgical procedure	100%
30. Brain surgery	50%
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.

Injury resulting directly in the following fractured bones which occur within twelve (12) months of the date of the Injury:	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 \$3,000 unless otherwise 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.

Injury resulting directly in the following loss or procedure(s) (as the case may be) which occur within twelve (12) months of the date of the Injury:	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 Injury resulting in loss of teeth or dental procedures shall be \$1,000 limited to \$250 per tooth unless otherwise shown on the Schedule against Part E – Injury Resulting In Loss of Teeth or Dental Procedures - Benefits.

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 died 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.

***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, 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 Dependent Child(ren), We will pay \$5,000 for each surviving dependent 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 again after each subsequent period of twelve (12) months during which a benefit is paid, 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 benefits 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.

**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, 26, 27 and 28 in excess of a total period of one hundred and fifty six (156) weeks in respect of any one Injury or Sickness, unless otherwise stated on the Schedule against Section 1;
  - b) for Events 25, 26, 27 and 28 during the Excess Period stated in the Schedule, calculated from the commencement of the Injury or Sickness and in an amount which exceeds the percentage of Salary stated in the Schedule against Section 1;
  - c) 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;
  - d) 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
  - e) for more than one of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one Injury or Sickness.



- f) 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 entitlement 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 of the Insured Person stated in the Schedule.
- g) 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.
- h) Subject to the Guaranteed Payments referred to in paragraph 6 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.
- i) All benefits shall be payable to You or such person or persons and in such proportions as You shall nominate.
- j) 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.
- k) The benefit payable in respect of an Insured Person under eighteen (18) years of age for Event 1 in the Table of Events (Accidental Death) will be \$10,000 unless otherwise stated in the Schedule.
- l) No benefits are payable for any Injury or Sickness which is wholly or partly attributable to childbirth or pregnancy.



## **SECTION 2 - KIDNAP & RANSOM/EXTORTION COVER**

### **EXTENT OF COVER**

(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.
4. 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 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**

#### **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:

1. any 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; and
2. any aircraft provided and operated by an airline or an air charter company which is 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.



## **SECTION 4 - MEDICAL & ADDITIONAL EXPENSES AND CANCELLATION & CURTAILMENT EXPENSES**

### **EXTENT OF COVER**

#### ***Medical and Additional Expenses***

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains an Accidental Death or suffers an Injury or Sickness, We will reimburse You or the Insured Person for Medical and Additional Expenses, for a period of up to twelve (12) 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 as a result of the unexpected death, Serious Injury or Serious Sickness of a Close Relative, business partner or travelling companion of an Insured Person OR any other unforeseen circumstances outside the control of You or the Insured Person, 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:

- 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 Accidental Death, Injury or Sickness;
- 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;
- reasonable travel and accommodation expenses of two 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;
- 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;
- 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 death. In either event the maximum amount We will pay in total will not exceed \$10,000;
- ongoing Medical Expenses incurred after the Insured Person's return to Australia, for a period of up to twelve (12) months, as a direct result of their Injury or Sickness; and
- expenses incurred to repair, replace or adjust dentures, provided those expenses are as a direct result of the Insured Person's Injury and are limited to a maximum of \$1,500.

### **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.

#### **EXCLUSIONS UNDER SECTION 4**

We shall not be liable for any expenses:

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.
2. incurred after the period of twelve (12) months from the date the Insured Person sustains an Accidental Death or suffers an Injury or Sickness.
3. incurred as a consequence of a condition wholly or partly caused by childbirth, pregnancy or the complications thereof unless such expenses relate to emergency medical complications that are not considered routine treatment and are incurred before the twenty-sixth (26<sup>th</sup>) week term of pregnancy.
4. incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973.
5. recoverable by You and/or the Insured Person from any other source.
6. incurred for any medication for a condition which commenced prior to the commencement of a Journey and which such medication the Insured Person has been advised to continue during travel.
7. incurred for routine medical, optical or dental treatment or consultation.
8. 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, the Insured Person or any other person.
  - d) disinclination on the part of the 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.



## **SECTION 5 - ACE ASSISTANCE**

### **EXTENT OF COVER**

If during the Period of Insurance and whilst on a Journey, an Insured Person requires emergency assistance, the Insured Person should immediately contact ACE Assistance on the telephone number provided (612 9929 2210). 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 organised by ACE Assistance:

1. 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;
2. payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person;
3. payment of other emergency assistance expenses;
4. worldwide 24 hour telephone access to ACE Assistance Network;
5. emergency travel assistance;
6. emergency medical evacuation;
7. medically supervised repatriation;
8. assistance in replacing a lost or stolen passport;
9. legal assistance;
10. interpreter access and referral;
11. compassionate visit if travelling alone and hospitalised for more than a week;
12. assistance in tracing delayed or lost luggage; and
13. 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 on 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

#### **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 any Unforeseen Circumstance, We will reimburse You or the Insured Person for those expenses up to the amount shown on the Schedule against Section 6.

#### **FREQUENT FLYER POINTS**

If during the Period of Insurance, You or an Insured Person purchase an airline ticket using Frequent Flyer or similar reward points and the airline ticket 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 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 or the Insured Person are able to use as a result of any Unforeseen Circumstance.

**Unforeseen Circumstance** means:

- the Insured Person sustains an Injury or contracts a Sickness which results in the Insured Person being certified by a Doctor as unfit to commence the Journey;
- a Close Relative, travelling companion or business associate of the Insured Person dies unexpectedly, sustains a Serious Injury or contracts a Serious Sickness and a Doctor certifies that the presence of the Insured Person is necessary for the health of that Close Relative, travelling companion or business associate;
- the Insured Person's residence or business suffers major loss or damage; or
- any other unforeseen circumstance outside the control of You or the Insured Person.

### EXCLUSIONS UNDER SECTION 6

We shall not be liable for any loss attributable to:

1. 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;
2. carrier caused delays where the cost of the expenses is recoverable from the carrier;
3. any business, financial or contractual arrangements or obligations of You, an Insured Person or any other person;
4. any change of plans or disinclination on the part of an Insured Person or of any other person to travel;
5. 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;
6. 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. childbirth or pregnancy.



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

### **EXTENT OF COVER**

#### ***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 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 a maximum of \$1,500 unless otherwise 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.

***Electronic Equipment*** means personal/business computers, palm pilots, mobile phones, digital cameras and other items deemed by Us to be electronic.

***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**

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.

### **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 unauthorized or fraudulent use of Money/Travel Documents is \$3,000.
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 or damage:

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 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 vehicles or their accessories.
  - c) to any goods intended for trade or sale.
  - d) to any electronic data or software caused by:
    - (i) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
    - (ii) mechanical or electrical failure;
    - (iii) any process of cleaning, 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:
  - a) where theft or attempted theft occurs whilst such equipment is 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 equipment unattended due to an emergency medical, security or evacuation situation);
  - b) whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the Insured Person as personal cabin baggage.
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) loss 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.



## **SECTION 8 - ALTERNATIVE EMPLOYEE/RESUMPTION OF ASSIGNMENT EXPENSES**

### **EXTENT OF COVER**

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 sustaining an Accidental Death 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 an economy return air flight for interstate and intrastate air trips within Australia and a business class return air flight for international air trips outside Australia (except where international travel would have been arranged by You in economy class) 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 Australia 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;
3. incurred wholly or partly as a consequence of childbirth or pregnancy.



## **SECTION 9 - PERSONAL LIABILITY**

### **EXTENT OF COVER**

If during the Period of Insurance and whilst on a Journey, an Insured Person becomes legally liable to pay damages in respect of either bodily injury to any person or loss of or damage to property 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.

### **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, 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**

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**

**Rental Vehicle** means a rented sedan, station wagon and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company and shall not include any other vehicle.

### **CONDITIONS UNDER SECTION 10**

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.

### **EXCLUSIONS UNDER SECTION 10**

We shall not be liable for any claims attributable to:

1. the Insured Person not holding a current motor vehicle drivers licence;
2. the Insured Person being in charge of a Rental 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 by You or an Insured Person.



## **SECTION 11 - EXTRA TERRITORIAL WORKERS' COMPENSATION**

### **EXTENT OF COVER**

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains an Accidental Death or suffers an Injury or Sickness, We will indemnify You for compensation benefits consequently payable under any workers' compensation legislation which provides benefits to injured workers or their dependents for Accidental Death, Injury or Sickness arising out of or in the course of their employment OR damages consequently payable at Common Law except where the entitlement arises solely under any statute, subject to the limits of liability set out below.

This section applies only:

- with respect to Insured Persons who are employed by You or who are deemed by any applicable workers' compensation legislation to be workers employed by You and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;
- If You maintained in force during the currency of this Policy, workers' compensation insurance as required by the law of any State or Territory of Australia which applies to the employment of employees by You or You are licensed under such laws as a self-insurer; and
- While an Insured Person is working on a temporary basis (but not exceeding in any event six (6) months) outside the State or Territory in which the Insured Person's usual place of employment or employment base, is located.

### **LIMIT OF LIABILITY UNDER SECTION 11**

The indemnity provided under this section shall be limited as follows:

1. In the case of a claim for compensation benefits, the difference between the benefits payable by You and the amount which the Insured Person or their dependents are entitled to claim under any workers' compensation insurance which You were required to effect as described above but not to exceed the amounts shown on the Schedule against Section 11.
2. In the case of a claim for damages at Common Law, the difference between the damages and legal costs payable by You and the amount of indemnity to which You would have been entitled under any workers' compensation insurance which You were required to effect as described above, but not to exceed the amounts shown on the Schedule against Section 11.
3. The limits of liability are amounts shown on the Schedule against Section 11 and shall apply as follows:
  - a) Limit (A) is the limit of weekly compensation for each Insured Person;
  - b) Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one accident whether involving one or more Insured Person; and
  - c) Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one Period of Insurance, whether involving one or more Insured Person.
4. Any benefits otherwise payable under Sections 1 and 4 of this Policy with respect to an Insured Person shall be reduced by the amount of any benefit payable under this section with respect to that Insured Person.

### **CONDITIONS UNDER SECTION 11**

If required by Us, You shall:

1. make available to Us such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes



**ace insurance limited**

- into Your possession; and
2. authorise Us to have access to the files and information held by any workers' compensation insurer with whom You have effected insurance.

### **EXCLUSIONS UNDER SECTION 11**

There is no indemnity under this Section with respect to any claim for exemplary, punitive or aggravated damages.



## **SECTION 12 - MISSED TRANSPORT CONNECTION**

### **EXTENT OF COVER**

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 - POLITICAL EVACUATION**

### **EXTENT OF COVER**

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 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, 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 13.

### **EXCLUSIONS UNDER SECTION 13**

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;
6. natural disasters; or
7. the political unrest that resulted in an Insured Person's 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 13**

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.



## **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

We shall not pay benefits with respect to any loss, 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;
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 Dependent Child(ren);
3. results from war (whether declared or not), invasion or civil war;
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);
5. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
6. results from any expenses, the payment of which would constitute "health insurance business" as defined under the National Health Act, 1953 (Cth)..

We shall also not pay any claim with respect to any Insured Person who is over seventy-five (75) years of age at the time of loss, damage, liability, Event, Injury or Sickness.

## **GENERAL CONDITIONS UNDER 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 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 Australian Dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian Dollars (AUD) 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 loss occurring after the expiry date of the Period of Insurance.

### ***Other Insurance***

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

### ***Breach of Conditions***

If You are in breach of any of the conditions of this Policy, We may decline to pay a claim.

### ***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) 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 the appropriate State of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within the said State 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 under this Policy.

***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. Premiums are GST exclusive. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

***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 of this Policy inclusive, 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.

**Suits Against Us**

You agree not to bring suit against Us unless You have complied with all the terms of this Policy. Any such suit must be brought within two (2) years after the loss has occurred.

**Code of Practice**

The General Insurance Code of Practice (**the Code**) describes standards of good practice and service to be met by General Insurance Companies. As part of Our commitment to serving You, We have adopted the Code. Further information on the Code is available from Us.

**Dispute Resolution**

We have developed an internal procedure for dispute resolution in accordance with the Code. If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days. If Your dispute involves a claim and You are unhappy with Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Claims Review Panel Scheme run by Insurance Ombudsman Service Limited (**IOS**). This external dispute resolution panel can make decisions which We are obliged to comply with. The IOS can be contacted on:

PO Box 561  
Collins Street West  
MELBOURNE VIC 8007

Telephone: 1300 780 808  
Facsimile: (03) 9621 2060  
Email: [ios@insuranceombudsman.com.au](mailto:ios@insuranceombudsman.com.au)  
Website: [www.insuranceombudsman.com.au](http://www.insuranceombudsman.com.au)

Further information about IOS is available on request. A brochure describing Our disputes resolution procedures in more detail is available on request.

**Privacy Statement**

ACE wants to ensure that Our policyholders are confident that any personal information collected by Us is treated with the appropriate degree of confidentiality and privacy. To ensure this, ACE belongs to the General Insurance Information Privacy Code, a voluntary code aimed at providing policyholders with best practice for privacy queries and complaints. Full details of ACE's Privacy Policy are available on request.

**Privacy Commitment**

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

**Collection of Your personal information**

We collect only relevant information necessary to provide competitive insurance products and services.

**How We use Your personal information**

We use the information to provide insurance products and services and to issue and administer insurance policies.

**Disclosure of Your information**

We limit the release of personal information. We will not sell customer information to telemarketing companies. We will share information only when necessary to market and administer Our own insurance products and services and when required by law.



***Your medical information is confidential***

We will not use or share, internally or with any third parties, medical information for any purpose other than insurance underwriting or administration of a customer's policy or claim, as required by law or as authorised by You.

***We require strict privacy protection in Our business relationships***

We only engage in ventures with strategic partners that follow strict confidentiality requirements.

***How to make a privacy complaint***

Should You be unhappy about our treatment of Your personal information, please write to the Privacy Officer (*ACE Insurance Limited GPO Box 4907, SYDNEY NSW 2001*) clearly setting out the nature of Your concern and Our Privacy Disputes Panel will respond within fifteen (15) working days. If You require assistance in lodging Your complaint please call 1800 815 675.

The Privacy Officer has the appropriate authority to deal with Your complaint and can refer Your complaint, if You are not satisfied with the result to the Privacy Compliance Committee at IOS Limited. Should Your complaint not be resolved by the Privacy Compliance Committee it can be referred to the Federal Privacy Commissioner. If another code adjudicator or the Federal Privacy Commissioner could more appropriately deal with Your complaint, then ACE or IOS Limited can refer it to them.

***How to Access, Correct or Update Your Information***

You will always have access to any personal information about You that We hold. Should You wish to be provided with a copy of this information please contact Our *Privacy Officer at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001*.

Your request will be actioned within fifteen (15) working days and copies of the information will be posted to Your current address. If You wish to correct any of the information please contact Our Customer Relations Team on 1800 815 675 or e-mail [customer.relations@ace-ina.com](mailto:customer.relations@ace-ina.com). ACE will provide any information We hold, provided the information is not the subject of claim or legal proceedings or the request is not frivolous or vexatious.

***Updating this PDS***

Information in this PDS may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling ACE. ACE will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

***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".