

American Express Travel Guard

Product Disclosure Statement (PDS)
and Policy Wording



ace insurance

Index

1	Important information about this PDS and Policy Wording	4
2	About the Insurer and the Promoter	4
3	Duty of Disclosure	5
4	The Meaning of Certain Words	5
5	What You are Covered For	5
6	Limits of Liability	9
7	Benefits	9
8	Premium	15
9	General Exclusions	16
10	Cooling Off Period	18
11	Cancellation of Your Policy	19
12	General Conditions	19
13	Claims	19
14	Dispute Resolution	20
15	Privacy Statement	20
16	Updating Our PDS	21
17	Glossary	22

General Advice

Any general advice that may be contained within this PDS and Policy Wording 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 28 July 2006. Other documents may form part of Our PDS and Policy Wording and if they do, We will tell You in the relevant document.

1 Important information about this PDS and Policy Wording

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 describes the insurance contract between You and Us.

It has been prepared to assist You in understanding American Express Travel Guard 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 and Your Policy Schedule.

In return for You paying Us a premium, We insure You for the Events described in the PDS and Policy Wording subject to the terms, conditions and exclusions. Please keep the PDS, Policy Wording, and Policy Schedule 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.

You can contact us on: **1800 221 921** or write to Us at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001.

2 About the Insurer and the Promoter

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 221 921

Facsimile: (02) 9335 3467

E-mail: customer.relations@ace-ina.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 (NYSE: ACE), a component of the Standard & Poor’s 500 stock index, the ACE Group conducts its business on a worldwide basis with operating subsidiaries in more than 50 countries and the authority to do business in 140 jurisdictions.

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

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

The promoter of this product is American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) (**American Express**).

American Express receives a commission from ACE for referring You to Us. In referring You to Us, American Express acts on Our behalf and not on Your behalf.

3 Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision to accept the risk of insuring You. You have this same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance. This includes, but is not limited to, You advising us if all Dependent Children covered under Your Policy have reached the maximum age for Dependent Children.

You are not required to disclose things:

- that diminish Our risk;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with the duty of disclosure is waived by Us.

The duty of disclosure applies to You and everyone insured under the contract of insurance, on behalf of You. If You fail to comply with the duty of disclosure, We may reduce Our liability under the contract in respect of a claim or may cancel the Policy. If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

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 glossary, located at Section 17 of this PDS and Policy Wording. Please refer to the glossary for their meaning.

5 What You are Covered For

Certain types of cover under Your Policy require You to provide receipts and other documentary evidence to Us. You should keep those documents in a safe place in case We need them to settle a claim. Your Policy insures You twenty-four (24) hours a day anywhere in the world.

Coverage Options

Plan A+	Americas, Africa (compulsory if more than 20% of Your Journey is in the Americas or Africa)
Plan A	UK, Europe, Japan, Hong Kong, China, The Middle East or Indian Sub-Continent
Plan B	South East Asia
Plan C	New Zealand, Indonesia or South West Pacific
Domestic	Australia Only

Who can be Covered

Single Cover	Cover for You and Your Dependent Children provided they are travelling with You on a Journey.
Joint Cover	Cover for You and Your Spouse/Partner and includes Dependent Children provided they are travelling with You on a Journey.
Dependent Children are covered for free when You purchase this Policy. There is no restriction on the number of Dependent Children covered, but they must be named on the Policy.	
If You are travelling with Dependent Children on either Single or Joint Cover, the maximum amount We will pay for all Insured Persons is twice the benefit shown in the table below.	

Summary of Benefits

The following table is a summary only of benefits offered and can be used as a quick reference. The level of cover offered depends on the type of cover selected. Please refer to the PDS, Policy Wording and Policy Schedule for full terms and conditions of Your cover

International Plans Summary of Benefits Table	
Schedule of Benefits	
1	Overseas Medical & Dental Expenses <i>(please refer to Section 1)</i>
2	Additional Expenses
2.1	Resumption of Journey <i>(limit)</i>
2.2	Special Events <i>(limit)</i>
2.3	If you Die <i>(limit)</i> <i>(please refer to Section 2)</i>
3	Cancellation Charges Travel Agent's Cancellation Fee <i>(limit)</i> <i>(please refer to Section 3)</i>
4	Luggage and Travel Documents
4.1	Loss, Theft or Damage
a)	Item Limit <i>(each)</i>
b)	Video & Electrical Equipment <i>(combined maximum)</i>
4.2	Delayed Luggage Allowance
a)	More than 24 hours <i>(limit)</i>
b)	More than 72 hours <i>(limit)</i> <i>(please refer to Section 4)</i>
5	Replacement of Money <i>(please refer to Section 5)</i>
6	Rental Vehicle Excess <i>(please refer to Section 6)</i>
7	Travel Delay <i>(please refer to Section 7)</i>
8	Cash in Hospital
a)	Daily Amount
b)	Maximum Amount <i>(please refer to Section 8)</i>
9	Public Transport Hijacking
a)	Daily Amount
b)	Maximum Amount <i>(please refer to Section 9)</i>
10	Personal Liability <i>(please refer to Section 10)</i>
11	Accidental Loss of Life & Disability <i>(please refer to Section 11)</i>
Excess	

International Plans Summary of Benefits Table			
Plan A+	Plan A	Plan B	Plan C
Unlimited	Unlimited	\$250,000	\$75,000
Unlimited	Unlimited	\$250,000	\$75,000
\$3,000	\$3,000	\$3,000	\$1,500
\$2,000	\$2,000	\$2,000	\$2,000
\$10,000	\$10,000	\$10,000	\$10,000
Unlimited	Unlimited	\$250,000	\$75,000
\$750	\$750	\$750	\$750
\$12,000	\$10,000	\$5,000	\$1,000
\$500	\$500	\$500	\$500
\$3,500	\$3,500	\$3,500	\$500
\$500	\$500	\$500	\$500
\$1,000	\$1,000	\$1,000	\$1,000
\$200	\$200	N/A	N/A
\$1,000	\$1,000	\$1,000	\$1,000
\$1,200	\$1,000	\$875	\$750
\$50	\$50	\$50	\$50
\$8,000	\$6,000	\$5,000	\$4,000
\$1,000	\$1,000	\$1,000	\$1,000
\$8,000	\$6,000	\$5,000	\$4,000
\$3,000,000	\$2,500,000	\$1,500,000	\$1,000,000
\$25,000	\$25,000	\$15,000	\$10,000
The excess is the first amount of a claim, which We will not pay for. The Policy excess is \$100 for international plans (GST is not applicable for international plans).			

Domestic Plan Summary of Benefits Table	
Schedule of Benefits	Australia Only
2 Additional Expenses	\$10,000
2.1 Resumption of Journey (limit)	\$3,000
2.2 Special Events (limit)	\$2,000
2.3 If you Die (limit) (please refer to Section 2)	\$10,000
3 Cancellation Charges Travel Agent's Cancellation Fee (limit) (please refer to Section 3)	\$10,000 \$750
4 Luggage and Travel Documents	\$3,000
4.1 Loss, Theft or Damage	
a) Item Limit (each)	\$500
b) Video & Electrical Equipment (combined maximum)	\$500
4.2 Delayed Luggage Allowance	\$500
a) More than 24 hours (limit)	\$1,000
b) More than 72 hours (limit) (please refer to Section 4)	
6 Rental Vehicle Excess (please refer to Section 6)	\$1000
7 Travel Delay (please refer to Section 7)	\$750
10 Personal Liability (please refer to Section 10)	\$200,000
11 Accidental Loss of Life & Disability (please refer to Section 11)	\$10,000
Excess	The excess is the first amount of a claim, which We will not pay for. The Policy excess is \$50 for the domestic plan (including GST).

Bonus – ACE Assistance

ACE Assistance

If you require assistance anywhere in the world, contact the local telephone operator and ask for a reverse charge call to ACE Assistance on

61 2 8907 5666

Country	City	Number
---------	------	--------

www.aceassistance.com

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.

American Express Travel Guard Conditions

You are not aware of any circumstance which is likely to give rise to a claim before You take up this insurance.

You are a permanent resident of Australia and will be returning to Your Home at the completion of the Period of Insurance.

Journey must commence and terminate while this Policy is in force and is more than one-hundred (100) kilometres from Your Home.

Age Limit – eighteen (18) up to and including seventy-four (74) years of age. However, You will be covered if You are seventy-five (75) years of age, provided You commenced the Journey before Your seventy-fifth (75th) birthday.

Due to legislation, medical expenses for treatment and services received in Australia are not payable under this policy.

Free Extension of Insurance

Where Your Journey is necessarily extended due to an unforeseen circumstance outside Your control, Your Period of Insurance will be extended until You are able to travel Home by the quickest and most direct route. The Period of Insurance will not be extended for any other reason. This extension does not apply to Section 10. Personal Liability.

6 Limits of Liability

Depending on the coverage option selected, please refer to the summary table above for the maximum amounts payable. The maximum amount per Event for each benefit is also shown on Your Policy Schedule for that benefit.

7 Benefits

SECTION 1 OVERSEAS MEDICAL AND DENTAL EXPENSES

We will pay under Section 1:

If during the Period of Insurance, You suffer a Disabling Injury, Sickness or Disease, We will pay the usual 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 suffering the Disabling Injury, Sickness or Disease.

If You are admitted to hospital or You anticipate Your medical expenses and additional expenses are likely to exceed \$2,000, 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.

SECTION 2 ADDITIONAL EXPENSES

We will pay under Section 2:

1. Resumption of Journey

If during the Period of Insurance, Your Journey is interrupted by Your return Home due to the sudden Disabling 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 complete 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 original expiry date of Your Policy.

Terms and conditions applicable to Resumption of Journey only:

We will pay under Section 3 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 sudden Disabling Injury, Sickness or Disease or death of a Relative or business partner; and
- c) resumption of Your Journey occurs prior to the original 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 the onset of the Disabling Injury, Sickness or Disease did not occur prior to the commencement of Your Journey.

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, 25th or 50th wedding anniversary or sporting event, 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.

3. If You Become Ill

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

- a) reasonable additional hotel accommodation and transport expenses incurred by Your Travelling Companion who remains with or escorts You, until the completion of the Period of Insurance, You are able to resume Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor;
- b) reasonable additional hotel accommodation and transport expenses incurred by Your next of kin who travels to and remains with You, following Your being hospitalised as an in-patient, until the completion of the Period of Insurance,

You are able to continue Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor and acceptance by ACE Assistance;

- 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. An upgrade of class level can be offered if it is deemed necessary by the treating Doctor and on approval by ACE Assistance;
- 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.

4. If You Die

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

5. If Your Home Is Destroyed By a Natural Disaster

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

6. Other Circumstances

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

- a) disruption of Your scheduled transport because of riot, strike, civil commotion or hijack;
- b) loss of passport or travel documents, except involving government confiscation or articles sent through the mail;
- c) a quarantine regulation You unknowingly breach;
- d) a natural disaster;
- e) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling; or
- f) Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions. We will pay up to \$250, providing written confirmation of the delay has been obtained from the Transport Provider.

We will pay those expenses provided You act reasonably in avoiding additional costs.

TERMS AND CONDITIONS APPLICABLE TO SECTIONS 1 AND 2 ONLY

1. 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.
2. 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.
3. If You are hospitalised, We will pay for a share room. If a share room is not available, We will, at Our discretion and that of Our medical advisers, pay to upgrade You to a single room.
4. If You do not hold a return airline ticket, an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.

SECTION 3 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 or Disabling 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.

Cover under Sections 3 begins from the time the Policy is issued.

The maximum amount We will pay for the travel agent's cancellation fee is limited to the lesser of \$750 or 15% of the refundable amount of the cancelled travel arrangements.

We will not pay under Section 3:

1. for Transport Provider delays or rescheduling other than when caused by strikes.
2. for You or any other person deciding not to continue Your Journey or You change Your plans.
3. for Your financial circumstances or any contractual or business obligation.
4. for the failure of Your travel agent to pass on monies to operators or to deliver promised services.
5. for 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. for a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
7. for any government regulation, prohibition or restriction.
8. for the death, Accidental Injury, or Disabling Injury, Sickness or Disease of any person living outside Australia.

SECTION 4 LUGGAGE & TRAVEL DOCUMENTS

We will pay under Section 4:

1. Loss, Theft Or Damage

If during the Period of Insurance, Your luggage and/or personal effects are lost, stolen or damaged, We will, at Our discretion, pay the value of that luggage and/or personal effects (after allowing for reasonable depreciation) or repair or replace the luggage and/or personal effects.

Limits apply for any one (1) item, set or pair of items (including attached and unattached accessories) and for Video and Electronic Equipment.

2. Delayed Luggage Allowance

If during the Period of Insurance, 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 the "Loss, Theft or Damage Section" above.

3. Travel Document Replacement

If during the Period of Insurance, 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

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 \$1,000 in total for all jewellery placed in the care of a Transport Provider.
7. for items left unattended in a Public Place.
8. for sporting equipment whilst in use.
9. for items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied.
10. for surfboards or waterborne craft of any description.
11. for damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles or to lenses in cameras, video cameras or binoculars.
12. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration.
13. for electrical or mechanical breakdown.
14. for negotiable instruments or any cash, bank or currency notes, postal or money orders.

SECTION 5 REPLACEMENT OF MONEY

We will pay under Section 5:

If during the Period of Insurance, 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. All reports must be in writing by the police or Transport Provider at the time of making the report.

2. for loss or theft of cash, bank or currency notes, postal or money orders whilst not carried on Your person.
3. for loss or theft of cash, bank or currency notes, postal or money orders by Your Dependent Children.

SECTION 6 RENTAL VEHICLE EXCESS

We will pay under Section 6:

If during the Period of Insurance, 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, 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

We will pay under Section 8:

If during the Period of Insurance, You suffer a Disabling Injury, Sickness or Disease, We will pay You \$50 for each twenty-four (24) hour period You are confined to a hospital overseas, provided that the period of confinement exceeds forty-eight (48) hours.

SECTION 9 PUBLIC TRANSPORT HIJACKING

We will pay under Section 9:

If during the Period of Insurance, You are detained on public transport due to it being hijacked by persons using violence or threat of violence, We will pay You the daily amount for Public Transport Hijacking for each twenty-four (24) hours You are forcibly detained by the hijackers up to the maximum amount.

SECTION 10 PERSONAL LIABILITY

We will pay under Section 10:

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

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 directly or indirectly by, through or in connection with 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 DISABILITY

We will pay under Section 11:

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

1. that results in Your Accidental Loss of Life, We will pay Your estate the amount shown on Your Policy Schedule against Section 11(1) Accidental Loss of Life provided Your Accidental Loss of Life occurs within one (1) year of the Accidental Injury. The maximum amount We will pay in respect of Dependent Children is \$1,000 each; or
2. that results in Your Permanent Loss within one (1) year of the date of the Accidental Injury, We will pay You the amount shown on Your Policy Schedule against Section 11(2) Disability. The maximum amount We will pay in respect of Dependent Children is \$10,000 each.

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. Where You and any number of other people insured by one (1) or more travel insurance policies underwritten by Us are entitled to claim under these Sections as a result of any one (1) occurrence or Event, Our maximum accumulated liability for all insureds collectively will be limited to \$4,000,000. In this instance, We will be entitled to reduce the amount payable under the Policy on a pro-rata basis.

8 Premium

We take a number of factors into account when calculating Your premium which could include Your risk profile.

Your premium is paid in advance and includes any amounts payable in respect of compulsory government charges (including stamp duty and GST). We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid. Additional charges may apply if You pay Your premium by instalments.

Under this insurance, the premium will be debited to Your American Express Card. Cover is effective only if payment is accepted. If You have begun Your Journey and payment is rejected the cover will be treated as never being in force.

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, We may cancel Your Policy.

9 General Exclusions

We will not (under any Section) pay for:

1. claims for costs or expenses incurred outside the Period of Insurance.
2. claims involving air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by an airline or an air charter company.
3. claims arising as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
4. claims arising directly or indirectly from any nuclear reaction or contamination, ionising rays or radioactivity.
5. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities.
6. claims arising from any unlawful act committed by You or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim.
7. claims arising from any government prohibition, regulation or intervention.
8. claims against Sections 2 Additional Expenses or Section 3 Cancellation Charges in respect of any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel.
9. claims in respect of travel booked or undertaken against the advice of any Doctor or after a Terminal Illness had been diagnosed.
10. loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care.
11. claims directly or indirectly arising from any Pre-Existing Medical Condition You or Your Travelling Companion have.
12. claims directly or indirectly arising from 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 \$4,000.
13. claims directly or indirectly arising from:
 - a) pregnancy or childbirth involving You or any other person if You are aware of the pregnancy prior to the date of issue of the Policy and,
 - i) where complications of this pregnancy have occurred prior to this date, or
 - ii) where the conception was medically assisted.
 - b) pregnancy or childbirth involving You or any other person after the twenty-fourth (24th) week of pregnancy or where the problem arising is not an unexpected serious medical complication.
14. claims involving suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, the effect of alcohol or drugs or the transmission of any sexually transmittable disease or virus.
15. nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey.
16. claims involving participation by You or Your Travelling Companion in hunting, racing (other than on foot), polo playing, hang gliding, sports activities in a professional capacity, mountaineering or rock climbing using ropes or guides, bungee jumping or scuba diving unless You hold an Open Water Diving Certificate or are diving with a qualified diving instructor.
17. claims involving participation by You or Your Travelling Companion in motor cycling for any purpose except involving the use of a hired motorcycle with an engine capacity of 200cc or less, provided that the driver holds a current Australian Motor Cycle Licence.
18. claims involving the participation by You or Your Travelling Companion in abseiling, ballooning, parachuting, paragliding or gliding.
19. claims involving 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 (G.S.T.) 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. claims arising from the failure of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.
22. claims against Sections 2 (4) Additional Expenses – If You Die, Section 3 Cancellation Charges & Section 7 Travel Delay arising from acts of terrorism.
23. results from any expenses, the payment of which would constitute "health insurance business" as defined under the *National Health Act, 1953* (Cth).

The following listed medical conditions are automatically covered under this Policy, and are not subject to Exclusions 11 and 12 above.

Asthma	If You have not had an asthma attack requiring treatment by a Doctor in the last 12 months.
Diabetes Non-insulin dependent	If You were diagnosed over 12 months ago and have not had any complications in the last 12 months. You must also have a Blood Sugar Level reading between 4 & 10.
Epilepsy	If there are no underlying medical conditions and You have not required treatment by a Doctor for a seizure in the last 12 months.
Gout	If the gout has remained stable for the past 6 months.
Hiatus Hernia	If no surgery is planned in the next 2 years.
Hip Replacement	If performed more than 6 months ago.
High Blood Pressure	If You have no known heart conditions and Your current BP reading is below 165/95.
High Cholesterol	If You have no known heart conditions.
Peptic Ulcer	If Your condition has remained stable for more than 6 months.
Prostate Cancer	If you have a Gleason Score P.S.A Prostrate Specific Antigen of 3.0.
Stroke	If the stroke occurred more than 12 months ago and no further rehabilitation is or specialist review is planned.
Underactive Thyroid	If not as a result of a tumour.

10 Cooling Off Period

You have fourteen (14) days after You receive Your Policy Wording and Policy Schedule 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 commenced the Journey or made a claim during this cooling off period.

11 Cancellation of Your Policy

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

- (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.

12 General Conditions

Commencement and Period of Your Policy

Your Policy covers You for the Period of Insurance.

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.

13 Claims

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);
- (b) attach to the claim form:
 - i. receipts for any expenses or proof of earnings that are being claimed;
 - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - iii. any other documentary evidence required by Us under Your Policy.

- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical; and
- (d) give Us at Your or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.
- (e) not make any offer, promise of payment or admit any liability without Our written consent;
- (f) 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.

Making claims after Your Policy is cancelled

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

14 Dispute Resolution

If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. A brochure describing this process is available on request from Us on **1800 221 921** or e-mail dispute.resolution@ace-ina.com. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days.

If You are unhappy with the outcome of Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Insurance Ombudsman Service run by Insurance Ombudsman Service Ltd. (IOS). This external dispute resolution panel can make decisions which We are obliged to comply with. Further information about the IOS is available by contacting them at:

Postal Address: PO Box 561
Collins Street West
MELBOURNE VIC 8007

Telephone: 1300 780 808

Facsimile: (03) 9621 2060

E-mail: ios@insuranceombudsman.com.au

Website: www.insuranceombudsman.com.au

15 Privacy Statement

We want 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, We adhere to the National Privacy Principles (NPPs) contained in the *Privacy Act 1988* (Cth).

The following points briefly explain why We collect and how We use Your personal 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:
 - (a) necessary to market and administer Our own insurance products and services;
 - (b) it is necessary for Us to provide information to Our promoter for their marketing, planning, product development, administrative and research purposes; and
 - (c) required by law.
- **Your information is protected:** We maintain strong security controls to ensure that the personal information in Our files and computers is protected.
- **Your medical information is confidential:** We will not use or share, internally or with any third parties, medical information for any purpose other than insurance underwriting or administration of a customer's policy or claim, as required by law or as authorised by You.
- **We require strict privacy protections in Our business relationships:** We only engage in ventures with strategic partners that follow strict confidentiality requirements.

A brochure detailing Our Privacy Commitment is available on request from Us on **1800 221 921** or e-mail customer.relationships@ace-ina.com.

How to access, correct or update Your information

If You wish to access or correct any of Your personal information please contact Us. We will provide any information about You We hold, provided it is not the subject of a claim or legal proceedings or the request is frivolous or vexatious.

Should You be unhappy about Our treatment of Your personal information, please write to 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 are not satisfied with the result You may contact the Office of the Federal Privacy Commissioner (OFPC) whose details are:

Director, Compliance Office of the Federal Privacy Commissioner

Postal Address: GPO Box 5218
SYDNEY NSW 2001

Telephone: 1300 363 392

Facsimile: (02) 9284 9666

E-mail: privacy@privacy.gov.au

16 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).

17 Glossary

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

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

- (a) is caused by violent external and visible means; and
- (b) occurs during the Period of Insurance; and
- (c) results within twelve (12) months of the accident; and
- (d) includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- (e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

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

Dependent Children means the unmarried dependent child or children of You (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 (20) years of age whilst they are full-time students at an accredited institution of higher learning and primarily dependent upon You for maintenance and support.

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

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

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

Event(s) means an occurrence that could give rise to a claim for a benefit under Your Policy.

Foot means the entire foot below the ankle.

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 Person means any person/s who is named as the Insured Person in the 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 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.

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 from the time You commence the Journey to the time You complete the Journey or the return date shown on Your Policy Schedule, whichever is the earlier, and does not exceed three hundred and sixty-five (365) days.

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;
- (b) irrecoverable loss of all sight in an eye.

and in each case is caused by an Accidental Injury.

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

Policy Schedule means the schedule which We send You with Your PDS and Policy Wording.

Policy Wording means this document.

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,
- (b) any chronic or ongoing medical or dental condition, illness or disease medically documented prior to the issue of the Policy.

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

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

Spouse/Partner means the person named as Spouse/Partner on the Policy Schedule and who must be Your husband or wife, de-facto or life partner (including a same sex partner) with whom You have 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 You on the Journey.

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

You, Your means the person/s named as the Insured Person on Your Policy Schedule with respect to whom premium has been paid or agreed to be paid.

ACE Insurance Limited

ABN 23 001 642 020 AFSL No 239687

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

Postal Address: GPO Box 4907
SYDNEY NSW 2001

Telephone: 1800 221 921

Facsimile: (02) 9335 3467



ace insurance

06PDSAX1TG01