



Annual Travel Insurance

Product Disclosure Statement (PDS) and Policy Wording

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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 18 October 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 Annual Travel Insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document 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 635 756** or write to Us at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001.

2 About the Insurer

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

Head Office: 28-34 O'Connell Street
 SYDNEY NSW 2000
 Postal Address: GPO Box 4907
 SYDNEY NSW 2001
 Telephone: 1800 635 756
 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.

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.

Who can be Covered

Single Cover	Cover for You only
Joint Cover	Cover for You and Your Spouse/Partner
Family Cover	Cover for You and Your Spouse/Partner and includes Dependent Children only when they accompany You on Your Journey

There is no restriction on the number of Dependent Children covered under Family Cover, but they must be named on the Policy.

If Family Cover is selected, 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.

Annual Travel Insurance Summary of Benefits Table	
1. Overseas Medical and Dental Expenses Dental Expenses <i>(limit)</i> <i>(please refer to Section 1)</i>	Unlimited \$600
2. Additional Expenses 2.2 If You Die <i>(limit)</i> <i>(please refer to Section 2)</i>	Unlimited \$10,000
3. Cash in Hospital a) Daily Amount b) Maximum Amount <i>(please refer to Section 3)</i>	\$50 \$5,000
4. Loss of Deposits & Cancellation Charges Travel Agent's Cancellation Fee <i>(limit)</i> <i>(please refer to Section 4)</i>	Unlimited \$100
5. Missed Connection <i>(please refer to Section 5)</i>	\$2,000
6. Travel Delay a) Daily Accommodation Amount b) Maximum Amount <i>(please refer to Section 6)</i>	\$200 \$1,250
7. Luggage and Travel Documents 7.1 Loss, Theft or Damage a) Item Limit <i>(each)</i> b) Video & Electrical Equipment <i>(combined maximum)</i> c) Laptop Computers <i>(combined maximum)</i> 7.2 Delayed Luggage Allowance a) More than 24 hours <i>(limit)</i> b) More than 72 hours <i>(limit)</i> <i>(please refer to Section 7)</i>	\$10,000 \$1,000 \$3,000 \$3,000 \$500 \$1,000
8. Replacement of Money <i>(please refer to Section 8)</i>	\$500
9. Rental Vehicle Excess <i>(please refer to Section 9)</i>	\$2,000
10. Golf Club/Ski Hire <i>(please refer to Section 10)</i>	\$200
11. Public Transport Hijacking a) Daily Amount b) Maximum Amount <i>(please refer to Section 11)</i>	\$500 \$15,000
12. Kidnap and Ransom <i>(please refer to Section 12)</i>	\$250,000
13. Personal Liability <i>(please refer to Section 13)</i>	\$2,000,000
Excess	The excess is the first amount of a claim, which We will not pay for. The Policy excess is \$100 (except for Cash in Hospital, Rental Vehicle Excess, Golf Club/Ski Hire, Public Transport Hijacking, Kidnap and Ransom and Personal Liability where an excess does not apply).

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.

Annual Travel Insurance 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.
- Each trip period is limited to ninety (90) days.
- 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 in Australia.

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 while on a Journey, 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.

We will pay up to \$600 to You for dental costs incurred outside Australia, during a Journey, which the treating dentist certifies in writing is for the relief of sudden and acute pain.

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 the Journey.

SECTION 2 ADDITIONAL EXPENSES

We will pay under Section 2:

1. If You Become Ill

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

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

2. If You Die

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

3. If Your Home Is Destroyed By a Natural Disaster

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

4. Other Circumstances

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

- a) disruption of Your scheduled transport because of riot, strike, civil commotion or hijack;
- b) loss of passport or travel documents, except involving government confiscation or articles sent through the mail;
- c) a quarantine regulation You unknowingly breach;
- d) a natural disaster;
- e) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling; or
- f) Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions, We will pay up to \$200, 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 CASH IN HOSPITAL

We will pay under Section 3:

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

SECTION 4 LOSS OF DEPOSITS AND CANCELLATION CHARGES

We will pay under Section 4:

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.

The maximum amount we will pay for the travel agent's cancellation fee is \$100.

We will not pay under Section 4:

- 1) for Transport Provider delay or rescheduling other than when caused by strikes.
- 2) for You or any other person deciding not to continue the Journey or changing 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 5 MISSED CONNECTION

We will pay under Section 5:

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

SECTION 6 TRAVEL DELAY

We will pay under Section 6:

If during the Period of Insurance, Your scheduled transport is delayed by six (6) hours, for a reason outside Your control, We will pay You up to \$200 for the cost of reasonable additional accommodation, and for each subsequent twelve (12) hours (or part of that time) of delay. You must provide Us with Your receipts and written confirmation of the delay from the carrier.

SECTION 7 LUGGAGE AND TRAVEL DOCUMENTS

We will pay under Section 7:

1. Loss, Theft Or Damage

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

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

2. Delayed Luggage Allowance

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

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

3. Travel Document Replacement

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

Automatic Re-instatement Of Sum Insured

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 7:

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 8 REPLACEMENT OF MONEY

We will pay under Section 8:

If during the Period of Insurance and while on a Journey, 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 8:

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 9 RENTAL VEHICLE EXCESS

We will pay under Section 9:

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

We will not pay under Section 9:

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 10 GOLF CLUB/SKI HIRE

We will pay under Section 10:

If during the Period of Insurance and while on a Journey You suffer an Accidental Injury or Disabling Injury, Sickness or Disease, We will pay You for the non-refundable prepaid golf green fees, ski lift passes, golf equipment hire or tuition fees that cannot be used as a result of the Accidental Injury or Disabling Injury, Sickness or Disease.

SECTION 11 PUBLIC TRANSPORT HIJACKING

We will pay under Section 11:

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

SECTION 12 KIDNAP AND RANSOM

The meaning of certain words applicable to Section 12 only:

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

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

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

- 1) payment of the reasonable fees and expenses of independent negotiators retained by You as a result of a ransom demand, provided We have given Our prior written consent to use such negotiators.
- 2) any other reasonable expenses paid by You for the purpose of negotiating or paying such demand.
- 3) any other reasonable expense directly incurred by You for the purpose of investigating, negotiating or paying such a demand or recovering a person named as the insured on Your Policy Schedule but excluding:
 - any expenses, fees or damages incurred as a result of any suit, claim or proceedings brought against You arising out of such a demand.
 - any losses or damages caused or claimed as a result of any interruption to or interference with Your business activities.

We will pay under Section 12:

If during the Period of Insurance and while on a Journey, a person named as the insured on Your Policy Schedule is the victim of a Kidnapping, We will reimburse You for Ransom Monies consequently paid.

We will also reimburse You for any Additional Expenses incurred following receipt of a ransom demand.

Terms and conditions applicable to Section 12 only:

- 1) You must take all reasonable precautions to protect the confidentiality of this insurance.
- 2) This Policy is a reimbursement policy and We will not pay for or fund any Ransom Monies.
- 3) We will not act as Your negotiator or intermediary or advise You in dealing with the kidnappers.
- 4) In the event of a Kidnapping covered under this Policy, You shall make every reasonable effort to:
 - a) determine that the Kidnapping has actually occurred;

- b) inform Us and the local law enforcement authorities of the ransom demand as soon as is reasonably practicable; and
- c) record the serial numbers of any currency paid to secure the release of the kidnap victim.
- 5) You must take all reasonable care in the handling and minimising of any loss.
- 6) If after the payment of Ransom Monies, investigations establish that there was collusion or fraud by a person named as the insured in the Policy Schedule with anyone else in any loss, then You shall take all necessary action to prosecute such person and shall reimburse to Us all Ransom Monies paid for the loss.
- 7) The maximum amount We will pay under Section 12 for Ransom Monies is the amount shown on Your Policy Schedule against Kidnap and Ransom regardless of how many persons named as insured's on Your Policy Schedule are involved.
- 8) You must reimburse Us as soon as reasonably possible for any recoveries made after Ransom Monies have been paid under this cover.

We will not pay under Section 12:

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

SECTION 13 PERSONAL LIABILITY

We will pay under Section 13:

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

We will not pay under Section 13:

- 1) for loss of or damage to property belonging to or held in trust by or in the custody or control of You.
- 2) for injury, loss or damage caused directly or indirectly by, through or in connection with any mechanically propelled vehicle, aircraft or watercraft when You are the owner, driver or pilot thereof or have it in Your care, custody or control or where the pilot is the 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.

8	<i>Premium</i>
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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.

When premium is paid by credit card, cover is effective only if credit card payment is accepted. If You have begun Your Journey and the credit card 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.

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

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 under Sections 2 Additional Expenses or Section 4 Loss of Deposits and Cancellation Charges in respect of any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel.
- 9) 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 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 under Sections 2 Additional Expenses or Section 4 Loss of Deposits and Cancellation Charges or Section 6 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 to decide if the Policy 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

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

When You can cancel

You may cancel Your Policy at any time. You must tell Us in writing if You want to cancel Your Policy. The cancellation will take effect at 4pm Australian Eastern Standard Time on the date We receive Your written cancellation.

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

When We can cancel

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.

Automatic cancellation

Automatic cancellation of Your Policy may occur without any written notice from Us if You are paying the premium by instalments and You do not pay an instalment within thirty (30) 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.

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

12 General Conditions

Commencement and Period of Your Policy

Your Policy begins from the Commencement Date or the latest Renewal Date whichever is the later and continues for the Period of Insurance.

Renewal of Your Policy

If You continue to pay the premium, then unless We advise prior to the Renewal Date that We will not be renewing, a policy with the same terms and conditions automatically comes in to existence for one (1) year from the Renewal Date.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew, We will send You an expiry notice at least fourteen (14) days before the expiry of Your 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. 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 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 possible; 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. 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 635 756** or e-mail dispute.resolution@acegroup.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 Financial Ombudsman Service run by Financial Ombudsman Service Ltd. (**FOS**). This external dispute resolution panel can make decisions which We are obliged to comply with. Further information about the FOS is available by contacting them at:

Postal Address: GPO Box 3
MELBOURNE VIC 3001
Telephone: 1300 780 808
Facsimile: +61 3 9613 6399
Email: info@fos.org.au
Website: www.fos.org.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; and
 - b) 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 635 756** or e-mail customer.relations@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.

Commencement Date means 4pm Australian Eastern Standard Time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

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.

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.

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 or place of business in Australia and ceasing at the time You return to Your Home or place of business in Australia 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 (ie. within the State You normally reside) involves You travelling more than a one-hundred (100) kilometre radius from Your Home (excluding commuting to and from work); and
- c) is for a period not greater than ninety (90) consecutive days.

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

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

Policy Holder means the person named as the Policy Holder on Your Policy Schedule.

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 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, fiance(e), niece, nephew, uncle, aunt, step-child, great-grandparent, grandparent or grandchild provided such person is at the relevant time not more than eighty (80) years of age.

Renewal Date means one year from the Commencement Date and subsequent anniversaries of that date.

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

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, Us, Our 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. If the Family Plan has been selected, You includes the Policy Holder, their Spouse/Partner and their Dependent Children provided they are listed on the Policy Schedule and travelling with the Policy Holder.



ace insurance

ACE Insurance Limited

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