

American Express® Gold Business Card

Insurances

Effective from
10 August 2010



BUILT FOR BUSINESS OWNERS

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American Express Gold Business Card Insurances

Policy number: 09NACSGBLD

Cover is effective from 10 August 2010

These Terms and Conditions were prepared on 11 May 2011.

This booklet contains important information about Your American Express Gold Business Card complimentary insurance and should be read carefully and stored in a safe place. We recommend that You take a copy with You when You travel.

Please familiarise Yourself with its contents. We want to ensure You are clear about what Your American Express Gold Business Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call the number below and our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in New Zealand dollars.

Travel Insurance Cover

- Transport Accident Cover
- Card Account Balance Waiver
- Business Trip Completion Cover
- Travel Inconvenience Cover
- Medical Emergency Expenses Cover
- (For 24 hour medical and travel emergency assistance call ACE Assistance on +61 2 9335 3354)
- Baggage, Money and Documents Cover
- Travel Cancellation Cover
- Personal Liability Cover
- Loss Damage Waiver Cover

ACTIVATION OF TRAVEL INSURANCE COVER

Purchase of a Trip on American Express Gold Business Card or with American Express Membership Rewards Points.

For medical and travel emergencies please contact ACE Assistance on +61 2 9335 3354

For claims and general inquiries about these Terms and Conditions, please contact ACE:

Address: CU-1-3 Shed 24, Princes Wharf, Auckland, 1010
 Postal Address: PO Box 734, Auckland, 1010
 Telephone: 0800 703 702
 Overseas Telephone: +61 2 9335 3354
 Facsimile: +64 (9) 303 1909
 Email: CardmemberServices.ANZ@acegroup.com

Terms and Conditions

Important Information about this cover

These Terms and Conditions set out important information about Transport Accident Cover, Card Account Balance Waiver Cover, Business Trip Completion Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover and Loss Damage Waiver Cover for American Express Gold SBS Cardmembers.

These Terms and Conditions explain the nature of the arrangement and its relevant benefits and risks.

AEII holds a Master Policy (ACE reference number 09NACSGBLD), the "Master Policy", with ACE.

Under the Master Policy, You get automatic access to the benefits detailed in these Terms and Conditions (subject to the relevant terms and conditions specified) provided by ACE as the insurer. You are not charged by ACE for these benefits and can access the benefits if You are an American Express Gold SBS Cardmember.

You are not a contracting insured (e.g. You cannot vary or cancel the cover – only AEII can do this) and You do not enter into any agreement with Us. AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act as ACE's agent (that is, on behalf of ACE). Neither AEII nor any of its related corporations are authorised representatives of ACE or any of its related companies.

AEII is not authorised to provide any advice, recommendations or opinions about this insurance to cardmembers on behalf of ACE.

No advice is provided by ACE on whether this insurance is appropriate for Your needs, financial situation or objectives. You should read these Terms and Conditions carefully and contact ACE if assistance is required.

There is no obligation to accept any of the benefits of this cover. However, if You wish to make a claim under the cover provided in the Terms and Conditions, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this document.

Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and credit card account statement showing any purchases made.

Updating these Terms and Conditions

Information in this document may be updated where necessary. A copy of any updated information is available to You by visiting the website at www.americanexpress.co.nz/goldbusinessst&cs

ACE will issue a new document or a supplementary document to AEI(NZ)I, to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

Benefits and Scope of Cover

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms and conditions which apply. By way of summary only, You are, from the time You become covered until the time access to the benefit terminates (see below), entitled to coverage for:

Section	Benefit	Summary	Page
TRAVEL INSURANCE COVER			
A	Transport Accident Cover	Cover for: <ul style="list-style-type: none"> • Loss arising while riding as a passenger on, or transport to/ from a Common Carrier Conveyance • Loss arising while in a departure or destination terminal • Loss arising from Exposure and Disappearance. 	7
B	Card Account Balance Waiver Cover	Cover for: The outstanding balance of Your American Express Gold Business Card at the time of the accident should You suffer a Loss under Section (A).	8
C	Business Trip Completion Cover	Cover for: Alternative Employees Expenses as a result of Your accidental death, Serious Injury or Serious Sickness or accidental death of a Close Relative.	9
D	Travel Inconvenience Cover	Cover for: <ul style="list-style-type: none"> • Delayed flight departure, flight cancellation, denied flight boarding, missed flight connection • Luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight. 	10

Section	Benefit	Summary	Page
E	Medical Emergency Expenses Cover	Cover for Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency.	11
F	Baggage, Money and Documents Cover	Cover for: Damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during Your Trip.	13
G	Travel Cancellation Cover	Cover for: Non-refundable deposits, pre-paid excursion costs and unused travel and accommodation costs You have paid in the event of Travel Disruption	16
H	Personal Liability Cover	Cover for: Your liability for damage for Injury to any person or damage or accidental loss to property.	17
LOSS DAMAGE WAIVER COVER			
I	Loss Damage Waiver Cover	Cover for: Benefits arising from loss or damage to a rental vehicle.	18

This is a summary only. Please refer to each benefit section of the document for a complete list of benefit limits and applicable terms and conditions.

Termination

Cover will terminate at the earlier of the following:

- cancellation of Your American Express Gold SBS Card; or
- termination of the Master Policy.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time.

This document replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Master Policy provided prior to the effective date of these Terms and Conditions.

The following words when used with capital letters in this document have the meaning given below.

Definitions

ACE means ACE Insurance Limited (Company Number 104656), of CU 1-3, Shed 24, Princes Wharf, Auckland, 1010, the insurer of the Master Policy held by AEII.

ACE Assistance means the service provider acting on behalf of ACE to provide emergency medical and travel assistance.

AEII means American Express International (NZ), Inc. (Company Number 867929) of Level 3 Building A, 600 Great South Road, Ellerslie, Auckland, the Master Policy holder.

American Express Gold Business Cardmember means the basic holder of an American Express Gold Business Card including the holder of any supplementary American Express Gold Business Cards issued by American Express International (NZ) Inc, billed from New Zealand and in New Zealand dollars.

Appointed Claims Handler means ACE or its claims handling agent and/or representative

Close Relative means Spouse, parent, parent-in-law, step-parent, Dependent Child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild, provided such person is at the relevant time not more than eighty (80) years of age.

Common Carrier Conveyance means an air, land or water vehicle (other than a rental vehicle or Private Charter aircraft) operated by a common carrier licensed to carry passengers for hire (including taxis and airport limousines).

Common Carrier Conveyance Trip means a Trip:

1. taken by You between the point of departure and the final destination as shown on Your ticket; and
2. for which the entire fare has been charged to Your American Express Gold Business Card (or equivalent American Express Membership Rewards Points).

Dependent Child means the American Express Gold SBS Cardmember's legally dependent child up to and including the age of twenty-two (22), including a stepchild or legally adopted child, who is wholly dependent on the American Express Gold Business Cardmember for financial support.

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

Domestic Trip means:

1. a trip that is more than 150km from Your place of residence and is within New Zealand; and
2. for which the entire fare has been charged to Your American Express Gold Business Card (or equivalent American Express Membership Rewards Points).

Injury means bodily injury which:

1. is caused by accidental, violent, external and visible means (the **accident**) and results solely and directly from the accident and independently of all other causes; and
2. causes a Loss within one hundred (100) days of the accident.

International Trip means:

1. a trip anywhere outside New Zealand; and
2. for which the entire fare has been charged to Your American Express Gold Business Card (or equivalent in American Express Membership Rewards Points).

Loss means with reference to:

1. a foot, complete and permanent severance at or above the ankle joint;
2. a hand, complete and permanent severance at or above the wrist;
3. an eye, the irrecoverable loss of the entire sight of such eye.

Pre-Existing Medical Condition means any medical or mental condition existing prior to the booking of Your Trip affecting You or any travelling companion without whom Your Trip cannot be taken. This means any condition causing You pain or physical distress or severely restricting Your normal mobility, including (but not limited to):

1. a condition for which You are on a waiting list for hospital in-patient Treatment;
2. a condition referred to a medical specialist or the cause of in-patient Treatment within six (6) months prior to booking of Your Trip (excluding regular ongoing check-ups where there has been no significant change in condition);
3. pregnancy within eight (8) weeks of the estimated date of delivery;
4. a condition for which a Doctor has provided a terminal prognosis.

Private Charter means a flight or flight(s) during Your trip on an aircraft where You and Your travelling companions are the only passengers.

Scheduled Airline means an airline listed in the Official Airline Guide or equivalent and the air carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and, in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Scheduled Airline does not include Private Charter.

Scheduled Flight means a flight in an aircraft on a Scheduled Airline.

Special Sports means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests.

Spouse means an American Express Gold SBS Cardmember's husband, wife, fiancé(e) or de-facto and/or life partner with whom the American Express Gold Business Cardmember has continuously cohabited for a period of six (6) months or more.

Terrorism means activities against persons, organisations or property of any nature:

1. that involve the following or preparation for the following:
 - (a) use of, or threat of, force or violence; or
 - (b) commission of, or threat of, force or violence; or
 - (c) commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. when one (1) or both of the following applies:
 - (a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - (b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Treatment means surgical or medical procedures performed by a Doctor or qualified dentist where the sole purpose of which is to cure or relieve acute illness or injury.

Trip means:

1. a Domestic Trip; or
2. an International Trip.

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence within New Zealand; and
2. when Your Trip exceeds ninety (90) consecutive days; and
3. when You have travelled a total of one hundred and twenty (120) days during each year of Your American Express Gold SBS Cardmembership.

Each Domestic Trip or International Trip must commence and end in New Zealand.

You/Your means any person provided they are an American Express Gold Business Cardmember or their Spouse or Dependent Child.

We/Our/Us means ACE Insurance Limited (Company Number 104656).

BENEFITS

SECTION (A) TRANSPORT ACCIDENT

Cover

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document.

1. *Loss arising while riding as a passenger in a Common Carrier Conveyance*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury as a result of riding as a passenger in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

2. *Loss arising from transport to/from a Common Carrier Conveyance*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury as a result of riding as a passenger in a Common Carrier Conveyance:

- (a) when going directly to a point of departure (as designated on Your ticket) for the purpose of boarding a Common Carrier Conveyance; or
- (b) when leaving a destination after alighting from a Common Carrier Conveyance,

We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

3. *Loss arising while in a departure terminal or destination terminal*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury due to an accident while You are in either the point of departure terminal or destination terminal (both as designated on Your ticket) We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

4. *Loss arising from exposure*

If whilst on a Common Carrier Conveyance Trip You are unavoidably exposed to the elements and sustain an Injury, other than loss of life, due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

5. *Loss arising from disappearance*

If whilst on a Common Carrier Conveyance Trip You disappear due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, and Your body has not been found within fifty-two (52) weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that You suffered loss of life and We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

6. *Benefit Amounts and Covered Limits*

Loss type	Benefit Amount (NZD)
Loss of life	400,000
<i>Dismemberment:</i>	
Loss of both hands or both feet	400,000
Loss of one (1) hand and one (1) foot	400,000
Loss of entire sight of both eyes	400,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	400,000
Loss of one (1) hand or one (1) foot	200,000
Loss of the entire sight of one (1) eye	200,000

Terms and Conditions applicable to Transport Accident Cover

1. In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are entitled to make a claim We will only make one (1) payment equal to the highest benefit amount payable under any of the American Express cards which provide cover in relation to the accident and Loss in question.
3. Benefits will be paid in New Zealand dollars to You or equally to the beneficiaries in the first of the following classes where there is a living member, Your:
 - (a) Spouse;
 - (b) Dependent Children;
 - (c) parents;
 - (d) brothers and sisters; or
 - (e) estate.
4. In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge Us from all obligations under the cover. Any amount payable to a minor may be paid to the minor's legal guardian.

SECTION (B) CARD ACCOUNT BALANCE WAIVER COVER

Cover

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

1. *Payment of outstanding balance of American Express Gold SBS Card*

If You suffer a Loss under Section (A) – Transport Accident Cover, then in addition to the benefit payable under Section (A), We will also pay the outstanding balance of Your American Express Gold Business Card account as at the time of the accident (including American Express Gold Business Card charges incurred prior to the accident and not yet billed) up to NZD20,000.

Exclusions under Card Account Balance Waiver Cover

1. We will not pay any amounts identified on Your American Express Gold Business Card account monthly statement issued prior to the accident which are more than ninety (90) days overdue for payment.

SECTION (C) BUSINESS TRIP COMPLETION COVER

Specific Definitions under Business Trip Completion Cover

Alternative Employees Expenses mean all reasonable and necessary expenses incurred in sending a substitute person to complete Your original Trip and objectives.

Serious Injury or Serious Sickness means injury or sickness which entirely prevents You from completing all or the necessary part of Your business objectives for the Trip and which, based on medical evidence, is likely to last for longer than the available time to complete Your business objectives of the Trip. Such total disablement must commence while You are on the Trip.

Cover

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

1. Alternative Employee Expenses

If as a result of Your accidental death, Serious Injury or Serious Sickness, or the accidental death of Your Close Relative whilst on a Common Carrier Conveyance Trip, Your company necessarily incurs Alternative Employee Expenses, We will pay expenses incurred for:

- (a) return airfares at the same class as the original ticket to NZD20,000; and
- (b) accommodation and meal expenses to a maximum of NZD20,000 and other essential expenses incurred in transportation of the substitute person limited to NZD1,000.

Exclusions under Business Trip Completion Cover

We will not cover any loss caused or contributed to by:

- (a) Injury or sickness where the Common Carrier Conveyance Trip was taken against the advice of a Doctor.
- (b) Pregnancy or any complication thereof.

SECTION (D) TRAVEL INCONVENIENCE COVER

Cover

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document.

1. *Delayed flight departure, flight cancellation, or denied aircraft boarding*

If departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to NZD400.

2. *Missed flight connections*

If Your onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of the incoming flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to NZD2,000.

3. *Luggage delay checked on Scheduled Flight*

If Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point of Your flight, We will reimburse You for the emergency purchase of essential clothing and requisites up to NZ\$500 incurred at such scheduled destination.

4. *Extended luggage delay checked on Scheduled Flight*

If Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point (not being Your place of residence) of Your flight, We will reimburse You for the emergency purchase of essential clothing and requisites up to an additional a total of NZD1,000 incurred at such scheduled destination.

Terms and Conditions applicable to Travel Inconvenience Cover

1. Accommodation, restaurant meals or refreshments, emergency purchase of essential clothing and requisites must be charged to Your American Express Gold Business Card account.

2. Should more than one (1) person claim under the benefits in paragraphs 1, 2, 3 and 4 of this section in relation to the same event, You can only claim a maximum of double the benefit limits specified.
3. In the event of a claim, You must provide Us with invoices and/or receipts.
4. In respect of loss or delayed luggage, a copy of the property irregularity report obtained from the airline, must be supplied to Us together with the following information:
 - (a) full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
 - (b) full details of the delay or loss incurred; and
 - (c) full details of expenses for which reimbursement is claimed.
5. Benefits payable under this part in respect of valid claims will be credited to Your American Express Gold Business Card account.

Exclusions under Travel Inconvenience Cover

Cover does not extend to any loss caused or contributed to by:

1. Confiscation or requisition by customs or other government authorities.
2. Your failure to take reasonable measures to save or recover lost luggage.
3. Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.

SECTION (E) MEDICAL EMERGENCY EXPENSES COVER

Specific Definitions under Medical Emergency Expenses Cover

Manual Work means paid work which involves the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant (other than in a purely managerial, supervisory, sales or administrative capacity). It also means manual labour of any kind including but not restricted to, hands-on work as a plumber, electrician, lighting or sound technician, carpenter, painter, decorator, or builder.

Medical Emergency means an Injury, sudden and unforeseen illness, or dental pain, suffered by You while

on a Trip, which results in immediate Treatment which cannot be delayed until Your return to New Zealand and is deemed necessary by a Doctor and ACE Assistance. Medical Emergency excludes Pre-Existing Medical Conditions.

Repatriation/Evacuation means Your:

1. transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
2. evacuation to the nearest adequately equipped hospital in the event that local medical facilities are deemed inadequate by ACE Assistance's senior medical officer; or
3. repatriation directly to New Zealand when recommended by ACE Assistance's senior medical officer; or
4. return to New Zealand after hospitalisation, provided that You are deemed to be medically fit for travel by ACE Assistance's senior medical officer, and that Your original means of transportation cannot be used.

Cover

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document.

1. In the event of a Medical Emergency

In the event of a Medical Emergency while You are on a Trip We will pay:

- (a) for Your Repatriation/Evacuation if approved by ACE Assistance's senior medical officer and following consultation with the attending Doctor.
- (b) the cost of Treatment to meet Your immediate needs up to a maximum of NZD2,500,000.
- (c) emergency dental Treatment up to a maximum of NZD1,500.
- (d) NZD50 per complete twenty-four (24) hours that You are hospitalised as an in-patient whilst on a Trip up to a maximum of NZD2,500 per person, to cover incidental expenses.
- (e) Reasonable extra accommodation costs (room-only) up to NZD150 per night for a maximum of ten (10) nights for You and any person who stays or travels with You based on medical advice to extend Your stay as agreed by ACE Assistance.
- (f) If You are travelling on Your own, We will pay the reasonable return economy airfare and extra

accommodation costs (room-only) for Your friend or Close Relative to stay with You up to NZD250 per night for a maximum of ten (10) nights as agreed by ACE Assistance.

In the event of a Medical Emergency ACE Assistance may:

- (a) arrange and refer You to physicians, hospitals, clinics, private duty nurses, dentists, dental clinics, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;
- (b) organise Your admission to an appropriate hospital and guarantee and advance medical expenses.

2. *In the event of Your death*

In the event of Your death while on a Trip, ACE Assistance will organise and arrange for Us to pay for:

- (a) transportation of Your remains to New Zealand; or
- (b) cremation and subsequent transportation of Your remains to New Zealand; or
- (c) Local burial up to NZD15,000.

In an emergency:

Contact ACE Assistance as soon as You have an emergency on +61 2 9335 3354 and provide Your American Express Gold Business Card number and as much information as possible. Please provide a telephone or fax number where You can be contacted.

Terms and Conditions applicable to Medical Emergency Expenses Cover

1. You must be under eighty (80) years of age.
2. We will not pay medical costs over NZD1,500 without prior authorisation. You must contact ACE Assistance as soon as a claim or potential claim arises. You must contact ACE Assistance before incurring expenses or as soon as physically possible, to obtain prior authorisation or this will jeopardise Your claim.
3. You must take all reasonable measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit the Appointed Claims Handler any reasonable examination into the cause and extent of loss and/or damage.

5. If You brought about the loss intentionally or through gross negligence or You attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
6. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.
8. The cover under this section is supplementary to and is not a substitute for other insurance, which also covers these benefits. This also applies to insurance policies that state that their coverage is subsidiary to others. We will only pay amounts to the extent that they have not been paid by other insurance. You have the choice of which insurer to contact. By contacting ACE Assistance or the Appointed Claims Handler, You agree to inform them of any other insurance coverage and seek reimbursement from the other insurer(s) and/ or state benefit provider. We only pay in respect of costs relating to travel emergencies. In order for the Appointed Claims Handler to evaluate the facts of a medical situation You must release Your treating physician from their doctor/ patient confidentiality.

Exclusions under Medical Emergency Expenses Cover

Cover does not extend to any loss caused or contributed to by:

1. Pre-Existing Medical Conditions.
2. Participation in Special Sports, extreme sports where special equipment, training and preparation are required.
3. You engaging in Manual Work.
4. Costs related to dentures, crowns and orthodontics.
5. Any costs You incur outside New Zealand after the date ACE Assistance tells You that You should return to New Zealand.
6. Cost of Treatment performed by Close Relatives.
7. Coffins and/or urns in excess of those which meet international airline standards for transportation of mortal remains.
8. Sexually transmitted diseases.

9. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
10. Any costs incurred in New Zealand.
11. Claims arising from a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless ACE Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

Excess applicable to Medical Emergency Expenses Cover

NZD250 per person, per claim.

SECTION (F) BAGGAGE, MONEY AND DOCUMENTS COVER

Specific Definitions under Baggage, Money and Documents Cover

Mobile Phone means an electronic device used for mobile telecommunications over a cellular network (including all 'Blackberrys', 'iPhones' and similar).

Money and Documents means currency; travellers cheques; hotel and other redeemable holiday vouchers; petrol coupons; travel tickets; passports; visas; driving licences; plus the wallet, purse or similar article in which these are carried, when

1. being carried by You, on or about You, or attached to You; or
2. in a locked safety deposit box; or
3. in the locked Secure Area of a motor vehicle between the hours of 0900 and 2100; or
4. in Your locked hotel room and there is evidence of forced entry; or
5. in a locked security box within Your hotel and there is evidence of forced entry.

Secure Area means the locked dashboard; glove compartment; boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or station wagon provided all items are out of sight; the fixed storage units of a motorised or towed caravan or a locked luggage box locked to a roof rack locked to the vehicle.

Personal Baggage means items of necessity, ornament or personal convenience including clothing and personal effects worn or carried by You for Your individual use during the Trip.

Pair or Set means a number of Personal Baggage items used together, associated as being similar or complementary.

Valuables means jewellery, furs, articles containing precious metals or precious stones, watches, binoculars, audio, photographic and video equipment, Mobile Phones, personal organisers and games consoles and external computer devices (including all printers, modems, external hard drives and similar).

Cover

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

Baggage, Money and Documents Cover

If during a Trip Your Personal Baggage or Money and Documents are damaged, or destroyed, lost or stolen and not recovered, We will reimburse You up to:

- (a) NZD20,000 in total overall per person in any one (1) three hundred and sixty-five (365) day period;
- (b) NZD1,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
- (c) NZD2,500 for any one (1) laptop computer;
- (d) NZD1,500 for Money and Documents.

Terms and Conditions applicable to Baggage, Money and Documents Cover

- 1. We will pay You for the loss of, or replacement of, or repair of the items concerned.
- 2. Payment will be based on the item's current Purchase Price subject to a deduction for wear and tear.
- 3. You will need to transfer to Us, on Our request and at Your expense, any damaged item, and assign the legal rights to recover from the party responsible up to the amount We have paid.
- 4. You must take sufficient precautions to secure the safety of all items, and must not leave them unsecured or unattended or outside Your reach at any time in a place to which the public have access.
- 5. Cover in respect of theft from an unattended motor vehicle is subject to the following:

- (a) items must be locked out of sight in a Secure Area; and
 - (b) forcible and violent means must have been used by an unauthorised person to gain entry to the vehicle; and
 - (c) evidence of such entry is available.
6. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the Purchase Price.
 7. You must supply all Your original invoices, receipts and reports to the Appointed Claims Handler ensuring You keep a copy of the documents sent.
 8. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
 9. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of receiving Your Personal Baggage.
 10. No claim will be paid for points 8 or 9 above unless You supply written evidence as required confirming the incident occurred during the Trip.

Exclusions applicable to Baggage, Money and Documents Cover

Cover does not extend to any loss caused or contributed to by:

1. Items loaned, hired or entrusted to You.
2. Loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area.
3. Theft, damage or destruction of Valuables from an unattended motor vehicle or from checked-in baggage.
4. Electrical or mechanical breakdown of the item.
5. Wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. Confiscation or destruction by order of any government or public authority.
7. Damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. Damage to sports gear and activity equipment while in use.

9. In respect of a Pair or Set of items, We will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
10. In respect of Money and Documents:
 - (a) shortages, errors, omissions, depreciation in value or
 - (b) loss from hotel rooms while occupied by You unless evidence is available of the forcible and violent means used by an unauthorised person to gain entry to the room.
11. Animals; antiques and historical artefacts; boats, canoes and their ancillary equipment; bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents; business goods or specialised equipment relating to a trade or profession; china; contact or corneal lenses; dentures; glass; hearing aids; keys; musical instruments; motor vehicles or accessories; pedal cycles; pictures; photos.

Excess applicable to Baggage, Money and Documents Cover

NZD100 per person, per claim, except for laptop computers where the excess is NZD250 per person, per claim.

SECTION (G) TRAVEL CANCELLATION COVER

Specific Definitions under Travel Cancellation Cover

Travel Disruption means the necessary and unavoidable cancellation or curtailment of a Trip due to one of the following causes:

1. the unforeseeable death, Injury or illness of Your travelling companion, Close Relative or business partner in New Zealand; or
2. any other unforeseen circumstances outside Your control.

Cover

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document.

1. In the event of Travel Disruption

In the event of Travel Disruption, We will pay:

- (a) non-refundable deposits;
 - (b) pre-paid excursion costs;
 - (c) travel agents commission which is limited to NZD750 or 15% whichever is the lesser;
 - (d) unused travel and accommodation costs that You had paid or are contractually obliged to pay; and
 - (e) any reasonable additional expenses incurred for any other unforeseen circumstance outside of Your control limited to NZD5,000 and
 - (f) up to NZD15,000 per person, per Trip.
2. *In the event of Travel Disruption when the fare is purchased using American Express Membership Rewards Points.*

If You purchase an airline ticket (or part thereof) using American Express Membership Rewards Points and the airline ticket is subsequently cancelled as a result of any Travel Disruption and the loss of such points cannot be recovered from any other source, We will pay You the retail price for that ticket (or part thereof) at the time it was issued not exceeding NZD15,000.

Exclusions applicable to Travel Cancellation Cover

Cover does not extend to any loss caused or contributed to by:

1. Pre-Existing Medical Conditions.
2. Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that the Trip is to be cancelled or curtailed.
3. Claims resulting from Your failure to hold or obtain a valid passport or visa in time for the booked Trip.
4. Your failure to check-in at the required time for any flight, sea crossing or train journey.
5. Cancellation caused by work commitments, or amendment of Your holiday entitlement by Your employer, unless You are a member of the New Zealand Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
6. Financial loss in respect of travel or accommodation booked and paid for by You on behalf of anyone who is not an American Express Gold SBS Cardmember.
7. Travel Disruption claims where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable.

8. You or any other person deciding not to continue Your Trip or if You change Your plans.
9. Your financial circumstances or any contractual or business obligation.
10. The failure of Your travel agent to pass on monies to operators or to deliver promised services.
11. A cancellation due to 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.
12. Any government regulation, prohibition or restriction.

Excess applicable to Travel Cancellation Cover

NZD200 per claim.

SECTION (H) PERSONAL LIABILITY COVER

Cover

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

1. Personal Liability Cover

If during Your Trip, You become liable to pay damages for Injury to any person, or accidental loss or damage to property, We will pay costs up to NZD2,000,000:

- (a) that are recoverable from You;
- (b) that are incurred with Our consent;
- (c) for representation at any coroner's inquest or fatal accident inquiry or in a court of summary jurisdiction.

We will only pay NZD2,000,000 for damages or costs arising directly or indirectly from one (1) cause.

Terms and Conditions applicable to Personal Liability Cover

1. You must not admit liability, negotiate, make any promise, payment or settlement without Our written consent. You must send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that may give rise to liability.
2. We may at any time make full and final settlement of any claim. We will have no further liability in respect of such events(s) except for the payment of costs and expenses incurred prior to the date of settlement.

Exclusions under Personal Liability Cover

Cover does not extend to any loss caused or contributed to by:

1. Injury to any person who is a member of Your family or under a contract of service or apprenticeship with You.
2. Loss of or damage to any material property belonging to You, or in Your care, custody or control, or belonging to a member of Your family, or anyone under a contract of service or apprenticeship with You. This does not apply to loss of or damage to buildings and their contents temporarily occupied by You during a Trip.
3. Liability You incur under a contract or agreement which would not have existed in law in the absence of such contract or agreement.
4. Injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
 - (a) mechanically propelled vehicles, aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
 - (b) firearms;
 - (c) animals (other than horses and domestic cats and dogs).
5. Injury or loss of or damage to material property arising directly or indirectly in connection with:
 - (a) the ownership possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
 - (b) the carrying on of any trade, business or profession.
6. Liability arising directly or indirectly from Special Sports and abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding, heli skiing, hockey, horse riding, hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; skijumping; ski-racing; ski-stunting; tour operator safari (where

You or any other tourists will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

SECTION (I) LOSS DAMAGE WAIVER COVER

Specific Definitions under Loss Damage Waiver Cover

Covered Rental Trip means a journey that commences and ends in New Zealand and includes the hire of a Rental Vehicle, where the period of hire shown in the Rental Agreement is thirty-one (31) days or less, of which the entire cost has been charged to Your American Express SBS Gold Card account.

Deductible means the amount payable by You for each and every claim when You have not purchased the collision insurance proposed by the Rental Company.

Geographical Scope means worldwide including country of domicile provided the rental takes place further than two hundred and fifty (250) kilometres from the permanent or temporary place of residence You are currently residing in.

Rental Agreement means the contract of hire between the Rental Company and You.

Rental Company means a company or agency who is fully licensed with the regulatory authority of the Country, state or local authority where the Rental Vehicle is collected.

Rental Vehicle means any automobile rented under a Rental Agreement on a daily or weekly basis from a Rental Company within the Geographical Scope and which is also collected from the Rental Company within the Geographical Scope of this cover.

Cover

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document.

We will pay any amounts You are responsible for under the Rental Agreement, including the Deductible if loss is incurred during a Covered Rental Trip, as a result of accidental damage, fire, vandalism, theft or loss of use of the Rental Vehicle. This will apply whether You are responsible or not for the accident.

We will pay You up to:

1. NZD3,000; or
2. the value of the Rental Vehicle; or
3. the value of the claim;

Whichever is the lesser.

We will pay the above in respect of any one (1) accident or occurrence and a maximum two (2) claims per three hundred and sixty-five (365) days.

Terms and Conditions applicable to Loss Damage Waiver Cover

1. Coverage is limited to persons aged twenty – one (21) and over but under seventy-five (75) years of age.
2. Cover will take effect from the time You take legal control of the Rental Vehicle and will cease at the time the Rental Company assumes control of the Rental Vehicle whether at its business location or elsewhere.
3. Claims will not be paid in respect of expenses to the extent that they are assumed, waived or paid by the Rental Company or its insurers.
4. No amount payable under this cover shall carry interest unless payment has been unreasonably delayed following Our receipt of all the required information, documents or other evidence necessary to support the claim.
5. Losses will not be paid in respect of any property or expenses insured under another policy or any claim which should be recoverable under any other insurance.
6. Except with Our written consent You are not entitled to admit liability or to give any representations binding upon You. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in Your name.
7. We may at Our own expense take proceedings in Your name to recover compensation from any third party (subject to any restrictions imposed at law) in respect of any indemnity provided under this cover and any amounts so recovered shall belong to Us and You shall provide all reasonable assistance to Us.

Exclusions under Loss Damage Waiver Cover

We will not cover loss caused or contributed by:

1. The rental of trailers or caravans, trucks, motorcycles, mopeds, motorbikes and motor homes;
2. Use of the Rental Vehicle in, or training for, racing competitions, trials, rallies or speed testing;
3. Operation of the Rental Vehicle in violation of the terms of the Rental Agreement;
4. Driving by persons who do not have a valid driving license or anyone under the age of twenty one (21) or over the age of seventy-five (75) years, or anyone who is not an Insured Person;
5. Damage sustained whilst not driving on a sealed public road;
6. Rental Vehicles with a retail Purchase Price in excess of NZD3,000 or vehicles over twenty (20) years old.

Making a claim under Loss Damage Waiver Cover

You must:

1. supply Your American Express SBS Gold Card Number, Rental Agreement and accident report.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS

General Exclusions

We will not cover loss under all sections of these Terms and Conditions caused or contributed by:

1. Alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
2. Intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
3. Travel into hazardous work sites (e.g. underwater, mines, construction sites, oil rigs, etc.).
4. Declared or undeclared war or any act there of, however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military,

naval, or air forces) in the country where the injury occurs shall not be deemed an act of war.

5. Service in the military, naval or air service of any country.
6. Participation in any military, police or fire-fighting activity.
7. Activities undertaken as an operator or crew member of any conveyance.
8. Flying in military aircraft or any aircraft which requires special permits or waivers.
9. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
10. Direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.
11. Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
12. Taking of alcohol in combination with any drug or medication.
13. An act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
14. Any condition that results in a fear of flying or travel related phobias.

General Conditions

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.
2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. To the extent permitted by law, We will only provide cover to You in excess of loss, damage or liability that is covered by any of the following types of insurance entered by You, either before or after You have access under this cover:

- (a) insurance that You are required to effect under New Zealand laws;
- (b) travel insurance;
- (c) life insurance;
- (d) consumer credit insurance;
- (e) credit card insurance;
- (f) private health insurance;
- (g) home and contents insurance;
- (h) business insurance;
- (i) public liability insurance;
- (j) income protection insurance;
- (k) third party property motor vehicle insurance; or
- (l) comprehensive motor vehicle insurance; and
- (m) insurance entered into by someone else, either before or after You have access under this cover which provides cover to You.

HOW TO MAKE A CLAIM MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS

If You fail to comply with the Terms and Conditions of this cover, We may be entitled to refuse to pay or reduce any claim that may be payable.

Please first read the relevant section of the specific benefit and general terms and conditions to determine what is covered, noting particularly any conditions and exclusions and/or requests for specific data relating to Your claim.

Claiming under the Terms and Conditions

1. In the event of a medical emergency or for travel assistance whilst overseas, call ACE Assistance on +61 2 9335 3354.
2. To make a claim, please submit a written notice of a claim to The Claims Department, ACE Insurance Limited, P O Box 734, Auckland 1010, or by facsimile on +64 (9) 303 1909, within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. For a claim form please contact Us on 0800 703 702 or +61 2 9335 3354.

4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to ACE.
6. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

THE FAIR INSURANCE CODE

Our adoption of the Code

The Code describes standards of good practice and service to be met by general insurance companies. As part of Our commitment to serving You, We have adopted The Fair Insurance Code. Further information on the Code is available from Us.

Dispute Resolution

We have developed an internal dispute resolution procedure in accordance with The Fair Insurance Code. If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days. If Your complaint involves a claim and You are unhappy with Our internal review of Your complaint, You may take Your dispute, at no cost to You, to the Insurance and Savings Ombudsman. This external dispute resolution panel can make decisions with which We are obliged to comply. Further information about the Insurance and Savings Ombudsman is available on request.

PRIVACY

We are committed to protecting Your privacy. We collect, use and retain personal information in accordance with the principles in the Privacy Act 1993. Our detailed privacy policy is available on Our website at www.aceinsurance.co.nz.

We collect personal information (which may include health information) to determine whether to provide this insurance and the cover under it, to administer it once it is in place and to handle or settle any claims made under it. We collect information directly from You or AEII or via Our agents and/or representatives.

We may disclose the information We collect to third parties, including AEII, contractors and contracted service providers engaged by Us to deliver Our products and services or carry out certain business activities on Our behalf (such as assessors and call centres) in relation to them, other companies within the ACE Group, other insurers, Our reinsurers, and government agencies (where We are required to by law) and Your agents and/or representatives. These third parties may be located outside New Zealand.

You agree to Us using and disclosing personal information as set out in this privacy statement. This consent remains valid unless You alter or revoke it by giving written notice to Our Privacy Officer.

If You wish to access a copy of Your personal information, or to correct or update such personal information, or You have a complaint or want more information about how We manage personal information, You should contact the Privacy Officer, ACE Insurance Limited, PO Box 734 Auckland 1140, New Zealand, Tel: +64 (9) 3771459 or email Privacy.NZ@acegroup.com.

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American Express Card Services
Tel: 0800 656 660

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Principal place of business in New Zealand, 600 Great South Road, Ellerslie, Auckland 1051.

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