



ace insurance

ACE Insurance Limited

NZ ALPINE CLUB LEISURE TRAVEL INSURANCE POLICY



NZ ALPINE CLUB LEISURE TRAVEL INSURANCE POLICY

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NZ ALPINE CLUB LEISURE TRAVEL INSURANCE POLICY

POLICY WORDING

Underwritten by ACE Insurance Limited (Company No. 104656).

This Policy provides for the payment of benefits in connection with a Journey undertaken or to be undertaken by You. Please read it carefully to make sure that You understand its provisions. If You require any information, please contact Your local ACE office as follows:

Auckland	Wellington
Head Office: CU-1-3, Shed 24, Princes Wharf Auckland 1010, New Zealand	Office: Level 11, The Bayleys Building 171-177 Lambton Quay
Postal Address: PO Box 734 Auckland 1140, New Zealand	Postal Address: PO Box 5154 Wellington 6145, New Zealand
Telephone: +64 (09) 377 1459	Telephone: +64 (04) 472 7745
Facsimile: +64 (09) 303 1909	Facsimile: +64 (04) 471 0837

All cover is subject to the payment of premium and the terms, conditions and exclusions of the Policy.

YOUR DUTY OF DISCLOSURE

Before You enter into any contract of insurance with an insurer, You have a duty to disclose to the insurer every matter that You know, or could reasonably be expected to know, that would be relevant to a prudent insurers decision whether to accept the risk of the insurance and, if so, on what terms.

If there is any other information which is special or individual to You that may be relevant to Us in deciding whether to insure You, We ask that You provide details.

You have the same duty to disclose any new or changed information to the insurer before You renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is common knowledge;
- that We know or, in the ordinary course of Our business, ought to know; or
- if We have waived the requirement for You to tell Us,

Who needs to tell Us

The duty of disclosure applies to You and everyone insured under the contract of insurance..

Non-Disclosure

If You or anyone else whom You want to be covered by the Policy, fail to comply with Your duty of disclosure, We may reduce Our liability under the contract in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract retrospectively.



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PRIVACY STATEMENT

ACE Insurance Limited ("ACE") is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the principles in the *Privacy Act 1993*.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the ACE group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Privacy Officer on +64 (9) 3771459 or email Privacy.NZ@acegroup.com.

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, PO Box 734 Auckland, Tel: +64 (9) 3771459 or email Privacy.NZ@acegroup.com.



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GENERAL DEFINITIONS

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

ACCIDENTAL DEATH means death occurring as a result of an Injury.

CLOSE RELATIVE means Spouse, Partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

DEPENDANT CHILDREN means Your natural or legally adopted children who are unmarried and under the age of eighteen (18) years and totally dependent on You for financial maintenance and support.

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

EVENT(S) means the event(s) described in the Table of Events set out in Section 1 of this Policy.

EXCESS means the first amount of each and every claim payable by You as stated in the Travel Insurance Certificate. The policy excess is \$250 each and every claim.

EXCESS PERIOD means the period of time following an Event giving rise to a claim for which benefits are not payable.

EXISTING MEDICAL CONDITION means any physical defect, condition, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a Doctor or dental adviser in the 90 days prior to the issue of the Policy; and any chronic or ongoing (whether chronic or otherwise) medical or dental condition, illness or disease medically documented prior to the issue of the Policy.

HOME means Your usual place of residence in New Zealand.

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

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

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.

JOURNEY means the period commencing at the time You leave Your Home in New Zealand and ceasing at the time You return to Your Home in New Zealand.

PERIOD OF INSURANCE means from the time You commence the Journey to the time You complete the Journey or the return date shown on Your Travel Insurance Certificate, whichever is the earlier.

POLICY means this Policy Wording and Your Travel Insurance Certificate describing the insurance contract between You and Us.

POLICY WORDING 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.



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TRAVEL INSURANCE CERTIFICATE means the document we send You entitled “Travel Insurance Certificate” or any subsequently substituted Travel Insurance Certificate containing the summary of Your benefits.

SERIOUS INJURY OR SERIOUS SICKNESS means Injury or Sickness that causes Total Disablement (as defined in Section 1 of this Policy Wording) and is certified as totally disabling by the attending Doctor. It does not mean a terminal condition diagnosed prior to the commencement date of the Journey or any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which You:

- (a) have received daily medical treatment or medication in the thirty (30) days immediately prior to the commencement date of the Journey; or
- (b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the commencement date of the Journey.

SICKNESS means any illness or disease of You first occurring during a Journey but does not include a terminal condition of You diagnosed prior to the commencement date of the Journey.

“SPOUSE”, “PARTNER” means the person named as Your “Spouse” or “Partner” on Your Travel Insurance Certificate 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.

“WE”, “OUR”, “US” means ACE Insurance Limited (Company Number 104656).

“YOU”, “YOUR” means the person who is named as the insured on the Travel Insurance Certificate. “You”, “Your” includes any accompanying Spouse, Partner or defacto and any Dependant Children who are named as an insured person on the Travel Insurance Certificate.



THE BENEFITS

SECTION 1 - PERSONAL ACCIDENT & SICKNESS

EXTENT OF COVER

Personal Accident

If during the Period of Insurance and whilst on a Journey, You suffer from an Event described in Parts A, B, or C of the following Table of Events as result of an Injury, We will pay the corresponding benefit for that Event set out in the Table of Events.

DEFINITIONS UNDER SECTION 1

LIMB means the entire limb between the shoulder and the wrist or between the hip and the ankle.

LOSS means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- (b) an eye, total and Permanent loss of all sight in the eye;
- (c) hearing, total and Permanent loss of hearing;
- (d) speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Injury.

FINGERS, THUMBS or TOES means the digits of a Hand or Foot.

FOOT means the entire foot below the ankle.

HAND means the entire hand below the wrist.

PERMANENT means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

TOTAL DISABLEMENT means the inability of You to engage in or attend to any occupation or business.



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COVER UNDER SECTION 1

PART A - LUMP SUM BENEFITS

THE EVENTS	THE BENEFIT
Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury:	lump sum benefits per person.
1. Accidental Death Limited to \$10,000 for Dependant Children	\$100,000
2. Permanent Total Disablement	\$100,000
3. paraplegia or quadriplegia	\$100,000
4. Loss of sight of both eyes	\$100,000
5. Loss of sight of one eye	\$100,000
6. Loss of use of two Limbs	\$100,000
7. Loss of use of one Limb	\$100,000
8. Permanent and incurable insanity	\$100,000
9. Loss of hearing in:-	
(a) both ears	\$100,000
(b) one ear	\$20,000
10. Permanent Loss of use of four Fingers and Thumb of either Hand	\$75,000
11. Permanent Loss of the lens of one eye	\$60,000
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	\$50,000
13. Permanent Loss of use of four Fingers of either Hand	\$40,000
14. Permanent Loss of use of one Thumb of either Hand:-	
(a) both joints	\$30,000
(b) one joint	\$15,000
15. Permanent Loss of use of Fingers of either Hand:-	
(a) three joints	\$15,000
(b) two joints	\$10,000
(c) one joint	\$5,000
16. Permanent Loss of use of Toes of either Foot:-	
(a) all – one Foot	\$15,000
(b) great – both joints	\$5,000
(c) great – one joint	\$3,000
(d) other than great - each Toe	\$1,000
17. Fractured leg or patella with established non-union	\$10,000
18. Shortening of leg by at least 5 cm	\$7,500
19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive.	Such an amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of \$75,000



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PART B - INJURY RESULTING IN SURGERY - BENEFITS

Injury resulting directly in the following surgical procedure(s) being carried out within twelve (12) months of the date of the Injury:	THE BENEFIT lump sum benefits per person.
20. Craniotomy	\$2,000
21. Amputation of a Limb	\$1,000
22. Fracture of a Limb requiring open reduction	\$1,000
23. Dislocation requiring open reduction	\$500
24. Any other surgical procedure carried out under a general anaesthetic	\$100

PART C - SICKNESS RESULTING IN SURGERY - BENEFITS

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Sickness resulting directly in the following surgical procedure(s) which occur within twelve (12) months of the date of first manifestation of the Sickness:	THE BENEFIT lump sum benefits per person.
25. Open heart surgical procedure	\$2,000
26. Brain surgery	\$1,000
27. Abdominal surgery carried out under general anaesthetic	\$1,000
28. Any other surgical procedure carried out under a general anaesthetic	\$100

ADDITIONAL COVER UNDER SECTION 1

Exposure

If during the Period of Insurance and whilst on a Journey, You are exposed to the elements as a result of an accident and within twelve (12) months of the accident You suffer from any of the Events as a direct result of that exposure, You will be deemed for the purpose of this Policy to have suffered an Injury on the date of the exposure.

Disappearance

If during the Period of Insurance and whilst on a Journey, You disappear following the disappearance, sinking or wrecking of a conveyance in which You were travelling and Your body has not been found within twelve (12) months after the date of that disappearance, You will be deemed to have died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us if it is later found that You did not die or did not die as a result of an Injury.



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CONDITIONS UNDER SECTION 1

- (a) If You suffer an Injury resulting in any one of Events 2-9(a), We will not be liable under this Policy for any subsequent Injury to You.
- (b) Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury
- (c) Benefits shall not be payable:
 - (i) unless You, as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this Policy, procures and follows proper medical advice from a Doctor;
 - (ii) for more than one of the surgical benefits described in Events 20 to 24 and 25 to 28, in respect of any one Injury or Sickness.
- (d) All benefits shall be payable to You or such person or persons and in such proportions as You shall nominate.
- (e) The benefit payable in respect of Your Dependant Children under eighteen (18) years of age for Event 1 in the Table of Events (Accidental Death) will be \$10,000.

SECTION 2 - MEDICAL & ADDITIONAL EXPENSES AND CANCELLATION & CURTAILMENT EXPENSES

EXTENT OF COVER

Medical and Additional Expenses

If during the Period of Insurance and whilst on a Journey, You die or suffer an Injury or Sickness, We will reimburse You for Medical and Additional Expenses incurred, for a period of up to twelve (12) months from the date of Injury or Sickness, up to the amount shown on the Travel Insurance Certificate against Section 2.

We will also pay for:

1. reasonable dental treatment costs incurred overseas for the relief of sudden and acute pain, maximum amount of \$750 each Insured Person.
2. reasonable dental treatment costs incurred overseas for damage to sound and natural teeth caused solely by Injury, however, if You wait for this treatment until You return to New Zealand, the maximum amount payable is \$1,500.

Cancellation and Curtailment Expenses

If during the Period of Insurance and whilst on a Journey, You necessarily incur reasonable additional or forfeited travel, hotel or out-of-pocket expenses as a result of the unexpected death, Serious Injury or Serious Sickness of Your Close Relative, business partner or travelling companion OR due to any other unforeseen circumstances outside Your control, We will reimburse You for those expenses up to the amount shown on the Travel Insurance Certificate against Section 2.

DEFINITIONS UNDER SECTION 2

MEDICAL AND ADDITIONAL EXPENSES means:

- (a) all reasonable costs necessarily incurred outside New Zealand for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor and additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of Your death, Injury or Sickness;
- (b) expenses related to Your evacuation as a direct result of Your Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany You, provided such evacuation is recommended by a Doctor;



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- (c) reasonable travel and accommodation expenses of two of Your Close Relatives or travelling companions who, as a result of Your Injury and Sickness, are required to travel to or remain with You on written medical advice;
- (d) all expenses incurred in repatriating You to the most suitable hospital or to Your Home or elsewhere provided that such repatriation is as a direct result of Your death, Injury or Sickness and is necessary on medical advice and is organised by ACE Assistance in accordance with Section 3 of this Policy;
- (e) reasonable funeral expenses incurred outside of New Zealand for Your burial or cremation or costs (excluding funeral and interment costs) incurred in transporting Your body or ashes and personal effects back to a place nominated by the legal representative of Your estate, as a direct result of Your death. In either event the maximum we will pay in total will not exceed \$10,000
- (f) 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.

SPECIAL EVENT means a concert, sporting event, wedding, 25th or 50th wedding anniversary prepaid conference or funeral.

EXTENSIONS UNDER SECTION 2

Continuous Worldwide Bed Confinement

If during the Period of Insurance and whilst on a Journey, You are confined to bed by a Doctor for a period in excess of forty eight (48) hours, We will pay You the daily amount shown on the Travel Insurance Certificate against Section 2 up to a maximum of 100 days.

Alternative Route

If during the Period of Insurance and whilst on a Journey, You use an alternative route to Your planned destination and the alternative route:

- (a) is necessary because the planned time of arrival is delayed by an interruption to the Journey resulting from a fortuitous event outside Your control; and
- (b) is necessary to enable You to be present at a Special Event which could not reasonably be delayed due to Your late arrival; and
- (c) uses scheduled public transport services to facilitate arrival in time for the Special Event,

We will pay Your reasonable additional costs of using that alternative route up to a limit of \$2,000 per person insured under the Policy.

Avalanche Cover

If during the Period of Insurance and whilst on a Journey, an avalanche, landslide or landslip, prevents You from leaving Your pre-booked resort as scheduled. We will pay up to NZD \$450.00 for any reasonably incurred additional travel and accommodation expenses.

Ski Pack

If during the Period of Insurance and whilst on a Journey, You incur loss of ski pass(es), ski hire or tuition fees paid in advance due to loss, theft or Injury or Sickness We will reimburse each Insured Person up to NZD \$750.00 for any irrecoverable costs.



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We will also pay up to NZD \$225 for each completed week, and up to NZD \$600 in total for the reasonable cost of hiring replacement equipment, if Your skis or snowboard (including bindings) boots or poles are lost, stolen or damaged during the Period of Insurance. (Receipts for such hire must be provided.)

Conditions under Ski Pac Extension

- (a) You must be certified by a Doctor as unable to ski following Injury or Sickness
- (b) You must first try and recover the cost of unused ski passes, ski hire and tuition fees from the service provider(s) and provide evidence of such attempts with Your claim.

EXCLUSIONS UNDER SECTION 2

We shall not be liable for any expenses:

- (a) incurred where a Journey is undertaken against the advice of a Doctor or when You are unfit to travel or if the purpose of the Journey is for You to seek medical attention.
- (b) Incurred for dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue involving the use of precious metals
- (c) incurred after the period of twelve (12) months from the date You die or suffer an Injury or Sickness.
- (d) incurred because You are suffering from a terminal condition as diagnosed prior to the Journey by a Doctor but only in respect of the terminal condition;
- (e) incurred due to any pre-existing Injury or Sickness of any person other than You;
- (f) recoverable by You from any other source.
- (g) incurred for the continuation of treatment (including medication) commenced prior to the commencement of a Journey.
- (h) incurred for routine medical, optical or dental treatment or consultation.
- (i) arising directly or indirectly out of:
 - (i) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the Journey was booked that such events were likely to occur.
 - (ii) carrier caused delays where the expenses are recoverable from the carrier.
 - (iii) any business or financial or contractual obligations of You or any other person.
 - (iv) disinclination on the part of You or of any other person to travel, including if You or any other person decide not to continue Your Journey or You change Your plans.
 - (v) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.
- (j) resulting from the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.



SECTION 3 - ACE ASSISTANCE

EXTENT OF COVER

If during the Period of Insurance and whilst on a Journey, You require emergency assistance, You must immediately contact ACE Assistance on +64 (9) 359 1616. ACE Assistance will provide You with such emergency assistance that they consider necessary.

Emergency assistance may include any one or more of the following services but only if they are considered necessary and organised by ACE Assistance:

- (a) repatriation, which will be organised by ACE Assistance by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to Your Home;
- (b) payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany You;
- (c) payment of other emergency assistance expenses;
- (d) worldwide 24 hour telephone access to ACE Assistance;
- (e) emergency travel assistance;
- (f) emergency medical evacuation;
- (g) medically supervised repatriation;
- (h) assistance in replacing a lost or stolen passport; and
- (i) legal assistance.

CONDITIONS UNDER SECTION 3

- (a) ACE Assistance must be promptly informed of any potential claim under any Section of this Policy.
- (b) You must not attempt to resolve problems encountered without advising ACE Assistance as this may prejudice reimbursement of expenses.
- (c) Any undertaking/arrangements made on Your behalf where contact is not made with ACE Assistance and/or which prejudices Our rights shall not be considered.

SECTION 4 - LOSS OF DEPOSITS

EXTENT OF COVER

Travel And Accommodation Expenses

If during the Period of Insurance, You incur loss of Travel and Accommodation Expenses paid in advance of a proposed Journey as a result of any Unforeseen Circumstance, We will reimburse You for those expenses up to the amount shown on the Travel Insurance Certificate against Section 4.

Frequent Flyer Points

If during the Period of Insurance, You purchase an airline ticket using Frequent Flyer or similar reward points and the airline ticket is subsequently cancelled as a result of any Unforeseen Circumstance AND the loss of such points cannot be recovered from any other source, We will pay You the retail price for that ticket at the time it was issued not exceeding the amount shown on the Travel Insurance Certificate against Section 4.



DEFINITIONS UNDER SECTION 4

TRAVEL AND ACCOMMODATION EXPENSES means any amount that You have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which You are unable to use as a result of any Unforeseen Circumstance.

UNFORESEEN CIRCUMSTANCE means:

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

EXCLUSIONS UNDER SECTION 4

We shall not be liable for any loss:

- (a) attributable to:
 - (a) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been warning before the date the Journey or tour was booked that such events were likely to occur.
 - (b) carrier caused delays where the cost of the expenses is recoverable from the carrier.
 - (c) any business, financial or contractual arrangements or obligations of You or any other person.
 - (d) any change of plans or disinclination on the part of You or of any other person to travel.
 - (e) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.
- (b) resulting from the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.

SECTION 5 - BAGGAGE, ELECTRONIC EQUIPMENT AND MONEY/TRAVEL DOCUMENTS

EXTENT OF COVER

If during the Period of Insurance and whilst on a Journey, You sustain loss of, theft of or damage to Baggage, Electronic Equipment or Money/Travel Documents, We will indemnify You after allowing for reasonable depreciation in respect of such loss or damage up to the amount shown on the Travel Insurance Certificate against Section 5.

DEFINITIONS UNDER SECTION 5

BAGGAGE means personal effects belonging to You or for which You are legally responsible, taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey nor shall it include Electronic Equipment.



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ELECTRONIC EQUIPMENT means personal computers, palm pilots, mobile phones, and other items deemed by Us to be electronic but does not include digital cameras.

MONEY/TRAVEL DOCUMENTS means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol and other coupons and other similar documents in Your possession or control.

DEPRIVATION OF BAGGAGE

In the event of a carrier losing or temporarily mislaying Baggage for more than eight (8) hours, We will reimburse any reasonable expenses incurred by You in purchasing essential replacement clothing or requisites up to the amount shown on the Travel Insurance Certificate against Section 5 – Deprivation of Baggage.

We will also pay up to NZD \$225 for each completed week, and up to NZD \$600 in total for the reasonable cost of hiring replacement equipment, if Your skis or snowboard (including bindings) boots or poles are temporarily delayed, misdirected or mislaid by any transport carrier for more than 12 consecutive hours. (Receipts for such hire must be provided).

CONDITIONS UNDER SECTION 5

- (a) You shall take all reasonable precautions for the safety and supervision of Baggage, Electronic Equipment and Money/Travel Documents.
- (b) In the event that a payment is made under this Section in respect of any property, We shall be entitled to take and keep possession of such property and to deal with it in any manner We see fit.
- (c) In no event shall We pay more under Section 5 than the amount shown on the Travel Insurance Certificate against Section 5.
- (d) An Excess will apply for each claim for the loss of, theft of or damage to Electronic Equipment. That excess shall be the excess specified on the Travel Insurance Certificate against Section 5 – Electronic Equipment.
- (e) In respect of coins or bank notes held for the purpose of a Journey, cover shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the Journey, whichever is the later and shall continue for seventy-two (72) hours after termination of the Journey or until deposit at a financial institution, whichever occurs first.

EXCLUSIONS UNDER SECTION 5

We shall not be liable for any loss or damage:

- (a) in respect of Baggage, Electronic Equipment or Money/Travel Documents:
 - (i) not reported to either the police or the transport carrier so that a written report is available at the time of making a claim.
 - (ii) due to confiscation by Customs or any other lawful authority.
 - (iii) recoverable from any other source.
 - (iv) left unattended in a Public Place.
 - (v) Sporting hiking, mountaineering, climbing, skiing or any other type of sporting equipment whilst in use.



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- (b) in respect of Baggage and Electronic Equipment:
- (i) shipped under any freight agreement or sent by postal or courier services.
 - (ii) to vehicles or their accessories.
 - (iii) to any goods intended for trade or sale.
 - (iv) to any electronic data or installed software.
 - (v) caused by:
 - activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration.
 - mechanical or electrical failure.
 - any process of cleaning, restoring, repairing or alteration.
 - scratching or breaking of fragile or brittle articles, if as a result of negligence by You..
- (c) in respect of Electronic Equipment:
- (i) where theft or attempted theft occurs whilst such equipment is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle.
 - (ii) whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany You as personal cabin baggage.
 - (iii) where the Electronic Equipment is a mobile phone, We will only pay the cost of the replacement phone.
- (d) in respect of Money/Travel Documents:
- (i) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions.
 - (ii) of cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage.
 - (iii) loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.
 - (iv) any financial loss suffered by You from the use of any credit card by a member of Your family;
 - (v) any financial loss which is recoverable from any other source.
 - (vi) Loss of cash, bank or currency notes, postal or money orders whilst not carried on Your person or locked in a safe.

SECTION 6 - RESUMPTION OF TRAVEL EXPENSES

EXTENT OF COVER

If You necessarily incur Resumption of Travel Expenses as the result of a claim being admitted under Cancellation/Curtailment Expenses in Section 2, We will pay You for such expenses up to the amount shown on the Travel Insurance Certificate against Section 6.

DEFINITIONS UNDER SECTION 6

RESUMPTION OF TRAVEL EXPENSES means all reasonable and necessary expenses incurred in returning You to re-commence Your travel within ninety (90) days of returning to Your Home as a result of a claim being admitted under



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Cancellation/Curtailment Expenses in Section 2. Expenses shall be limited to an economy class ticket and other essential expenses incurred in such transportation.

EXCLUSIONS UNDER SECTION 6

We shall not be liable for any expenses:

- (a) where You undertake a Journey against the advice of a Doctor.
- (b) which You had paid or budgeted for before the commencement of a Journey.
- (c) if Your Period of Insurance was less than 23 days.
- (d) if Your Period of Insurance was more than 23 days and more than 50% of the Period of Insurance had elapsed at the time of Cancellation or Curtailment
- (e) if the death or onset of the illness or injury leading to the cancellation or curtailment occurred prior to the commencement of Your original Journey

SECTION 7 - PERSONAL LIABILITY

EXTENT OF COVER

If during the Period of Insurance and whilst on a Journey, You become legally liable to pay damages in respect of either Personal Injury to any person or Property Damage to property AND such injury or damage is caused by an accident, We will indemnify You against such damages up to the amount shown on the Travel Insurance Certificate against Section 7.

We will also pay all legal costs and expenses which are recoverable by a claimant from You and/or incurred with Our written consent in the investigation or defence of any claim, in addition to the amount shown on the Travel Insurance Certificate against Section 7.

DEFINITIONS UNDER SECTION 7

PERSONAL INJURY means

- (a) bodily injury (which expression includes death, illness and care resulting therefrom), disability, shock, fright, mental anguish or mental injury;
- (b) false arrest, detention, false imprisonment, malicious prosecution or humiliation;
- (c) the publication or utterance of libel, slander or other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - (i) when the first such publication or utterance was made prior to the commencement of the Journey;
 - (ii) when any such publication or utterance was made in the course of or is related to advertising, broadcasting or telecasting activities conducted by or on behalf of You;
- (d) wrongful entry or eviction or other invasion of the right of private occupancy; and
- (e) assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or eliminating danger to persons or property.



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PROPERTY DAMAGE means:

- (a) physical injury to or destruction or loss of tangible property including the loss of use thereof at any time resulting therefrom; or
- (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

OCCURRENCE means:

An event including continuous or repeated exposure to conditions which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint. All Occurrences of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.

CONDITIONS UNDER SECTION 7

- (a) No admission, offer, promise, payment or indemnity shall be made without Our written consent.
- (b) We shall be entitled to take over and conduct in Your name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.
- (c) We may at any time pay You, in connection with any claim or series of claims arising from the one original cause, the amount shown on the Travel Insurance Certificate against Section 7 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

EXCLUSIONS UNDER SECTION 7

We shall not be liable in respect of:

- (a) Personal Injury to any person arising in the course of their employment, contract of service or apprenticeship.
- (b) Loss of or damage to property belonging to or held in trust by or in the custody or control of You.
- (c) Personal Injury or Property 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..
- (d) Personal Injury or Property Damage caused by or arising from;
 - (i) the nature of products sold by You.
 - (ii) advice furnished by You.
 - (iii) the conduct of Your business, trade or profession.
- (e) Liability assumed under contract unless such liability would have arisen in the absence of such contract.
- (f) Aggravated, exemplary or punitive damages or the payment of any fine or penalty.

SECTION 8 - COLLISION DAMAGE AND THEFT WAIVER

EXTENT OF COVER

If during the Period of Insurance and whilst on a Journey, You rent or hire a Rental Vehicle AND that Rental Vehicle is involved in a collision whilst under Your control OR the Rental Vehicle is stolen or damaged, We will reimburse You for



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the Rental Vehicle Excess chosen but only up to the amount shown on the Travel Insurance Certificate. against Section 8.

DEFINITIONS UNDER SECTION 8

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

CONDITIONS UNDER SECTION 8

As part of the arrangement for the rent or hire of the Rental Vehicle, You must take all compulsory motor vehicle insurance provided by the rental organisation, against loss or damage to the Rental Vehicle during the rental period.

EXCLUSIONS UNDER SECTION 8

We shall not be liable for any claims attributable to:

- (a) You not holding a current motor vehicle drivers licence.
- (b) You being in charge of a Rental Vehicle whilst under the influence of alcohol or a drug not prescribed by a Doctor or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident.
- (c) the illegal or criminal use of a Rental Vehicle by You.

SECTION 9 - POLITICAL & NATURAL DISASTER EVACUATION

EXTENT OF COVER

If during the Period of Insurance and whilst on a Journey, You are recommended to leave the country in which You are travelling by officials in that country OR You are expelled or declared persona non grata from that country OR there is wholesale seizure, confiscation or expropriation of Your property in that country or a major natural disaster has occurred in the country You are in necessitating Your immediate evacuation in order to avoid risk of personal Injury of Sickness, We will pay the cost of Your return to New Zealand or the nearest place of safety up to the cost of an economy class airfare for the same trip AND Your reasonable accommodation costs up to a maximum of \$250 per day for fourteen (14) days if You are unable to return to Your home country, up to the amount shown on the Travel Insurance Certificate. against Section 9.

EXCLUSIONS UNDER SECTION 9

We will not pay any claim arising directly or indirectly from:

- (a) You violating the laws or regulations of the country You are in.
- (b) Your failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation.
- (c) debt, Insolvency, commercial failure, repossession of property by a titleholder or any other financial cause.
- (d) failure to honour any contractual obligation or bond or to obey any conditions in a license.
- (e) You being a national of the country which You are to be evacuated from.



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- (f) the political unrest that resulted in Your evacuation being in existence prior to You entering the country or its occurrence being foreseeable to a reasonable person before You entered the country.

CONDITIONS UNDER SECTION 9

If You are required to leave the country You are in, ACE Assistance must be contacted beforehand to confirm cover. Where possible ACE Assistance will make the travel arrangements and in all cases, We will decide where to send You.

SECTION 10 - SEARCH AND RESCUE

If during the Period of Insurance and whilst on a Journey, You go missing as the result of a natural disaster or whilst undertaking an outdoor recreational activity, We will contribute up to NZD\$100,000 towards reasonable and necessary search and rescue expenses. Provided that:

- (a) the search begins within seventy two (72) hours of the official notification that You are missing.
- (b) the search is approved by local authorities.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY (UNLESS OTHERWISE STATED)

1. We shall not pay benefits with respect to any loss, damage, liability, Event, Injury or Sickness which:
 - 1.1 results from You engaging in or taking part in:
 - (i) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - (ii) professional sports of any kind; or
 - (iii) the racing or preparation for racing of any motor propelled conveyance of any kind.
 - 1.2 results from any intentional self-injury, suicide or any illegal or criminal act committed by You.
 - 1.3 results from war (whether declared or not), invasion or civil war.
 - 1.4 is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
 - 1.5 results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
 - 1.6 results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.
 - 1.7 loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care
 - 1.8 claims directly or indirectly arising from any Existing Medical Condition:
You or Your travelling companion has; OR
any other person unless the person is hospitalised or dies in New Zealand after the date the policy is issued, and at



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the time of issue of the policy You have a reasonably held view that the chance of a claim occurring was highly unlikely. In any event, We will not pay more than \$4,000 on a single plan under all sections of the policy combined.

- 1.9 nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey.
- 1.10 claims involving participation by You or Your travelling companion in hunting, racing and/or competing (whether in any organised event or not), polo playing, any sports activities in a professional capacity, mountaineering or rock climbing using ropes or guides where this exceeds 7,000 metres, any/all solo ascent mountaineering or rock climbing (bouldering below 5 metres excepted), bungee jumping unless carried out with a licensed operator, scuba diving unless you hold an Open Water Diving Certificate and You are diving with a diving buddy or unless You are learning to dive with a qualified diving instructor, ballooning unless carried out with a licensed operator or snowmobiling unless accompanied with a licensed guide.
- 1.11 winter sports, bouldering and/or rock climbing and/or mountaineering and/or climbing where snow and ice conditions are an expected part of the ascent and/or any climbing expedition where the ascent of the rock face is expected to take more than one day unless the appropriate additional premium for the hazardous pursuits has been paid.
- 1.12 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 New Zealand Motor Cycle Licence.
- 1.13 Claims resulting from sailing over fifty (50) kilometres from shore, unless such sailing has been declared to and accepted by Us.
- 1.14 claims involving the participation by You or Your travelling companion in abseiling (unless as a standard part of rock climbing or canyoning), potholing, parachuting, hang gliding, paragliding or any other kind of gliding.
2. We shall also not pay any claim with respect to any person who is aged seventy six (76) years of age or over at the time of loss, damage, liability, Event, Injury or Sickness.

Upon application We may offer terms to modify or delete the exclusions contained in this Policy on an individual case basis.



GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY (UNLESS OTHERWISE STATED)

Notice of Claim

You or any person entitled to claim under this Policy must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. You or any such person must at Your expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any person, who is the subject of a claim under this Policy, medically examined from time to time.

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 that are being claimed;
 - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - (iii) any other documentary evidence required by Us under Your Policy.
- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days, or as soon as reasonably practical, after the date of the occurrence; 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.

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

Processing and payment of claims

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

Subrogation

In the event of any payment under this Policy, We shall be subrogated to all of Your rights to recovery against any person or entity other than another person protected by this Policy and You must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. You shall not take action after any loss which will prejudice Our rights to subrogation.



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Currency

All amounts shown on the Policy are in New Zealand Dollars (NZD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand Dollars (NZD) will be the rate at the time of incurring the expense or suffering a loss.

Expiry of Cover

In the event the Journey continues past the expiry of the Period of Insurance, We will not be liable for any loss occurring after the expiry date of the Period of Insurance. Where Your Journey is necessarily extended due to an unforeseen circumstance outside your control, Your Period of Insurance will be extended until You are able to travel Home by the quickest and most direct route. The Period of Insurance will not be extended for any other reason. This extension does not apply to Section 7 Personal Liability.

Cancellation

You have fourteen (14) days from purchase and prior to departure to decide if this insurance meets Your needs. You may not cancel Your policy once You have departed, even if it is within the fourteen (14) day cooling-off period. You may cancel Your policy by advising us in writing within fourteen (14) days to cancel it. If You do this We will give You a full refund of the premium paid (please note this will not include any service charge or administration fee charged by NZ Alpine Club Inc.), providing no claim has been made.

We may cancel this Policy by giving You written notice, to Your address on file, if You;

- (i) breach the Duty of Disclosure;
- (ii) make a misrepresentation to Us before or at any time Your Policy was entered into;
- (iii) breach a provision of Your Policy;
- (iv) engage in any act or omission which under the terms of Your Policy authorises Us to refuse to pay a claim either in whole or in part.

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

Other Insurance

There is no cover under this Policy for any loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what You or the Insured would be otherwise entitled to recover under this Policy, where permissible under Law.

Breach of Conditions

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

Governing Law

This Policy is governed by New Zealand Law and any dispute or action in connection therewith shall be conducted and determined in New Zealand.



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Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, Conditions and Exclusions of this Policy are not to be construed or interpreted by reference to such headings.

Assistance and Co-operation

You shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to You because of Injury or damage with respect to which insurance is afforded under this Policy. In that regard, You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Due Diligence

You will exercise due diligence in doing all things to avoid or reduce any loss under this Policy.

The Fair Insurance Code

As a member of the Insurance Council of New Zealand ("ICNZ"), We have made a commitment to the Fair Insurance Code.

The Fair Insurance Code was developed by the ICNZ as a set of principles which aims to continually improve the standard of practice and service that member companies provide to their customers. This set of principles is in addition to those obligations created by the law. Further information on the Code is available from Us.

Dispute Resolution

If You are not satisfied with the service You have received from Us You should contact Us. We have an internal Complaints Handling and Dispute Resolution procedures and undertake to investigate Your concerns promptly and fairly. You may contact Us to make a complaint by telephone on 0800 422 346 by e-mail at CustomerService.AUNZ@acegroup.com or in writing. Your query or complaint will then be reviewed.

We are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. We have 40 days to respond to Your complaint. If you are not satisfied by Our response, You may refer the matter to FSCL by emailing info@fscl.org.nz or calling FSCL on 0800 347257.

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to You to use the services of FSCL.