



Personal Accident Insurance Ace Tourist Rentals (NZ) Ltd

Personal Accident Insurance Cover Summary

This Policy is issued / insured by American Home Assurance Company, (New Zealand Branch), incorporated with limited liability in the USA, trading as AIG New Zealand, a member of American International Group, Inc. (AIG).

Address: Level 23, ANZ Centre, 23 Albert Street, Auckland 1140 (09) 3553100

Insurer Financial Strength Rating Insurance Companies (Rating and Inspections) Act 1994 – American Home Assurance Company (NZ Branch) has an AA+ (Very Strong) insurer financial strength rating given by Standard & Poor's (Australia) Pty Ltd on 3 June 2007. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak
AA	Very Strong	BB	Marginal	CC	Extremely Weak
A	Strong	B	Weak	R	Regulatory Action

Plus (+) or minus (-): The rating from 'AA' to 'CCC' may be modified by the addition of a plus or minus sign to show relative standings within the major rating categories.

This document contains your Insurance Policy terms, provisos, Exclusions and Conditions. It is important that you read and understand it and retain it in a safe place.

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Policy Schedule

Policy Number	AG6031
Insured	Ace Tourist Rentals (NZ) Limited and including licensees and any subsidiary company, more than half the nominal value of whose equity share capital is owned by the Insured either directly or through subsidiaries; and any entity over which the Insured exercises management control
Address	39-43 The Strand, Parnell, Auckland, New Zealand
Insured Person(s)	You and any other Occupant aged 15-70 inclusive if You have taken the Platinum Insurance option detailed under the Rates and Fees section of the Rental Document.
Period of Insurance	Start Date: 4pm on 07 April 2008 End Date: 4pm on 07 April 2009
Period of Rental	You are covered within the dates specified under the Duration of Hire section of the Rental Document, provided the hire period commenced within a Policy Period
Scope of Cover	The Cover granted herewith shall only apply within New Zealand to Insured Persons whilst travelling in, alighting from or entering a vehicle on hire from the Insured during the Period of Rental
Aggregate Limit of Liability	\$1,000,000
Age Limitation	Aged 15 years to Aged 70 years

Schedule of Compensation

Section	The Compensation Applicable Under Each Section of this Policy For Each Insured Person	The Compensation
1	Personal Accident, Events 1-5 Bed Care, Event 6	\$75,000 \$100 for every continuous 24 hour period an Insured Person is confined in hospital as an inpatient to a maximum of 30 days.
2	Surgical Procedures	
	1. Craniotomy	\$2,000
	2. Amputation of one or more limbs	\$1,000
	3. Fracture of limb requiring open reduction	\$1,000
	4. Dislocation requiring open reduction	\$500
	5. Any other surgical procedure carried out under general anaesthetic	\$100

Signed for and on behalf of the Insurer



07 April 2008

Date of Policy Issuance

Arrangement

The benefits of Personal Accident Insurance are provided to You by Ace Tourist Rentals (NZ) Ltd in return for the payment of a fee when You select the Platinum Insurance option on Your Rental Document. The policy references contained in this document refer to the terms and conditions that appear in the Master Policy under which this insurance is provided to You. The Master Policy has been provided to Ace Tourist Rentals (NZ) Ltd and is underwritten by American Home Assurance Company (New Zealand Branch), a member company of American International Group Inc (AIG).

Important Policy Matters

It is essential You read this document and understand all of the conditions and obligations You are required to meet. Under the terms of the Policy You promise to satisfy certain obligations in return for Us promising to provide cover as specified. If You fail to meet any of the conditions and obligations required of You, We may not be legally required to pay any claim arising under the Policy.

This Policy is in force from the time the Policy Schedule is signed on Our behalf by an authorised representative. All cover is subject to the Insured paying the premium We require, and is subject to all the terms, Conditions and Exclusions of this Policy including the Policy Schedules.

Your Duty of Disclosure

Before You enter into this Contract of insurance You have a duty to disclose to Us every matter You know, or could reasonably be expected to know, is relevant to Our decision to accept the risk of the Insurance and if so on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate this Contract.

Your duty however, does not require disclosure of matters:

- that diminish the risk to be undertaken by Us
- that are of common knowledge
- that We know or in the ordinary course of Our business ought to know
- as to which compliance of Your duty is waived by Us

Non-Disclosure

If You fail to comply with Your duty of disclosure or make a misrepresentation, We may be entitled to 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 from the beginning.

Privacy Statement

American Home Assurance Company (New Zealand Branch) (AHAC) is a member company of American International Group, Inc.

AHAC collects information necessary to underwrite and administer the Ace Tourist Rentals (NZ) Ltd Personal Accident Master Policy. In the course of administering this Policy AHAC may exchange or disclose any Insured Person's personal information to:

- (a) another member of the AIG group of companies either in New Zealand or overseas;
- (b) contractors or third party providers providing services related to the administration of this Policy;
- (c) banks and financial institutions for the purpose of processing Your application and obtaining payment of premium;
- (d) in the event of a claim - assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers;
- (e) Our assistance provider who will record all calls to the assistance service provided under this Policy for quality assurance, training and verification purposes.

Your Access to Personal Information

You may gain access to or request correction of Your personal information by writing to:

The Privacy Manager
American Home Assurance Company (New Zealand Branch)
PO Box 1745, Shortland Street
Auckland 1140
New Zealand

While access to this personal information may generally be provided free of charge, We reserve the right to charge for access requests in some limited circumstances.

Consent acknowledgement

By completing the Rental Document (including any associated forms) and paying the rental fee, You consent to the use of Your personal information stated in the privacy statement above.

Definitions

Bed Care means where an Insured Person is necessarily confined to bed for a continuous period of not less than twenty-four (24) hours and the Insured Persons confinement is certified as necessary by a legally qualified and registered Medical practitioner (other than an Insured Person or a member of their family) and they are under the continuous care of a registered nurse (other than an Insured Person or a member of their family). Bed Care does not include where an Insured Person is a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or external care facility or a place for the care or treatment of alcoholics or drug addicts.

Injury means a bodily injury to an Insured Person resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such Injury), provided the injury

- (a) occurs during the Period of Rental, and
- (b) results in any of the Events specified in the Table of Events within 12 calendar months from the date of such Injury.

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

Occupant means any person who is traveling with You in the Vehicle for the entire duration of the Period of Rental or any other person named as a Person Who May Drive Vehicle in the Rental Document.

Paraplegia means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.

Permanent means lasting 12 consecutive months and at the end of that period being beyond hope of improvement.

Policy Period means the Period of Insurance shown in the Policy Schedule or subsequent Renewal Notices issued by Us.

Quadriplegia means Permanent and entire paralysis of both legs and both arms.

Rental Document means the Insured's Agreement To Hire Rental Vehicle document detailing the hire contract agreement in place between You and the Insured.

Terrorist Act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.

Total Loss with reference to limbs means severance or irrecoverable complete loss of power and control at or above the wrist or ankle and with reference to eyes means irrecoverable loss of entire sight of one or both eyes.

Vehicle means any vehicle which is owned by and registered in the name of the Insured where such a vehicle has been hired by You.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us/Insurer means American Home Assurance Company, New Zealand Branch.

You/Your means the person whose details are noted under the Full name of Hirer section of the Rental Document.

Exclusions

This Policy does not apply to any Event arising directly or indirectly out of:

1. Any failure to comply with the terms and conditions of the Rental Agreement.
2. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
3. Intentional self-inflicted Injury, suicide, or criminal or illegal acts or use of firearms of any Insured Person.
4. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection
5. Training for or participating as a professional in any sport.
6. Racing in or on any motor powered device.
7. Manual work in connection with a business or trade.
8. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
9. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
10. Any Terrorist Act.

11. Damage or Loss arising from an Insured Person being under the influence of alcohol or drugs, unless prescribed by a qualified medical practitioner.
12. Psychiatric, psychological, psychosomatic or mental disorders, depression, stress, anxiety, insanity or dementia.
13. Racing or pacemaking.
14. Any accident whilst on board an Inter-Island Ferry.
15. An Insured Person acting illegally or breaking any government prohibition or regulation.
16. Treatment or services for which We are prohibited by legislation from providing cover or making payments in respect of claims made under this Policy, including but not limited to any legislation which requires Us to be registered in the Insured Person's country of citizenship or residence where payments are to be made.
17. Any Injury where the Insured Person is covered or entitled to be covered under the laws of any other country.
18. Any Event which happens to an Insured Person unless at the date of the Event they are between the ages set out in the Policy Schedule.
19. Any claim that is not lodged or that cannot be settled within New Zealand.

We will not provide cover or service for any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is:

- (i) a terrorist;
- (ii) a member of a terrorist organisation;
- (iii) a narcotics trafficker; or
- (iv) a purveyor of nuclear, chemical or biological weapons.

Exposure

If an Insured Person dies as a direct result of exposure to the elements following an insured Injury, We will pay the Compensation for Event 1. Death specified in the Schedule of Benefits.

Disappearance

If an Insured Person disappears and after twelve calendar months and it is reasonable for Us to believe they have died due to an insured Injury, We will pay the Compensation shown for Event 1. Death subject to any such Compensation being refunded if it is later demonstrated that the Insured Person did not die as a result of an insured Injury.

Table of Events

Section 1: Personal Accident

If during the Period of Rental and within the Scope of Cover an Insured Person sustains an Injury that directly results, within 12 calendar months of the occurrence, in any of the Events specified below then We will pay The Compensation specified for such Event:

The Events	The Compensation*
Injury as defined, resulting in:	Maximum any one claim any one Event
1 Death	\$75,000
2 Permanent Total Loss of one or more limbs	\$75,000
3 Permanent Total Loss of sight of one or both eyes	\$75,000
4 Permanent Quadriplegia	\$75,000
5 Permanent Paraplegia	\$75,000
6 Bed Care	\$100 for every continuous 24 hour period an Insured Person is confined in hospital as an inpatient to a maximum of 30 days.

***Please note:**

- (a) The maximum amount payable under this Policy to all Insured Persons in aggregate for any one accident is \$75,000.
- (b) Insured Persons can only claim for one of the Events 1 to 5 above.
- (c) The Compensation payable to an Occupant is for Events 1 to 5 only and the maximum amount payable to any Occupant is 10% of The Compensation. In addition;
 - (i) Where both You and at least one Occupant have a valid claim under Events 1 to 5, the maximum amount payable to each Occupant shall be 10% of The Compensation and the balance of The Compensation shall be payable to You.
 - (ii) In the event that You do not have a valid claim under Events 1 to 5, then each Occupant that has a valid claim shall receive 10% of The Compensation.
- (d) The Compensation payable under Event 1 (Death) is payable to the Insured Person's estate.

Section 2: Surgical Benefits

If during the Period of Rental and within the Scope of Cover an Insured Person sustains an Injury that directly results, within 12 calendar months of the occurrence, in any of the following Surgical Procedures being carried out, then We will pay The Compensation specified for such Surgical Procedure:

Surgical Procedures	The Compensation
1 Craniotomy	\$2,000
2 Amputation of one or more limbs	\$1,000
3 Fracture of limb requiring open reduction	\$1,000
4 Dislocation requiring open reduction	\$500
5 Any other surgical procedure carried out under general anaesthetic	\$100

Conditions

Claims Procedure

- (a) Written Notice of Claim and supporting medical evidence in the form required by Us, and proof of identity, must be given to Us within 30 days of the occurrence of any Event or as soon thereafter as is reasonably possible. Notice may be given at Our Office where the Policy was issued.
- (b) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
- (c) Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the Policy.

New Zealand Law

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

New Zealand Currency

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

Fraudulent Claims

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by an Insured Person or anyone acting on an Insured Person's behalf to obtain any benefit under this Policy then any amount payable in respect of such claim shall be forfeited.

Tax Or Imposts

Where the Insured is, or believes they will become, liable for any tax or other impost levied by any government, authority or body in connection with this Policy, the Insured may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Insured determines to be appropriate to take account of the tax or impost.

Claim Offset

There is no cover under this Policy for any Injury that is covered by any other insurance policy or Act of Parliament. We will however pay the difference between what is payable under the other insurance policy or Act of Parliament, and what You would otherwise be entitled to recover under this Policy.

Subrogation

We have the right to commence or take over legal proceedings in Your or any Insured Person's name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You and the Insured Person must co-operate with Us and do nothing to hinder Our rights.

This Policy has been signed on Our behalf but it shall not be binding unless the Policy Schedule is countersigned by Our Authorised Representative.

**For American Home Assurance
New Zealand Branch**



**Rob Ryan
Chief Executive**

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