



Personal Baggage Insurance Ace Tourist Rentals (NZ) Ltd

Personal Baggage 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	TG7276
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 if You have taken the Platinum Insurance option detailed under the Rates and Fees section of the Rental Document
Period of Insurance	From: 4pm on 07 April 2008 To: 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 herewith shall apply within New Zealand to the Insured Person's luggage or personal effects during the Period of Rental
Policy Limits	Unless otherwise stated, the maximum sum insured shown in the Policy is Our maximum liability under this Policy in respect of You

Schedule of Compensation

Limits	Maximum Sum Insured
1 Any one Insured Person	\$2,000
2 Any one Period of Rental	\$6,000

Signed for and on behalf of the Insurer



Date of Policy Issuance

07 April 2008

Arrangement

The benefits of Personal Baggage 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 vary this contract.

Your duty however, does not require disclosure of matters:

- that diminish the risk to be taken by Us.
- that are 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, We may be entitled to reduce Our liability under the contract in respect of a claim, or We may cancel the contract.

If Your non-disclosure is fraudulent We may also have the option of voiding 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 Baggage 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

Whenever these words are used in any part of this Insurance Policy this is what they mean:

Loss means physical loss, damage or destruction.

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.

Our, Us or We means American Home Assurance Company (New Zealand Branch).

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

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

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

Cover

If during the Period of Rental an Insured Person suffers accidental Loss or damage to their luggage or personal effects, We will indemnify that Insured Person for the loss up to the limits shown in the Schedule of Compensation.

Basis of Settlement under this Policy

At Our sole discretion We will settle claims to the Insured Person who has suffered the Loss, on the following basis:

- (a) We may choose to pay the replacement cost of the item(s) being claimed, or
- (b) We may choose to repair or replace the item(s) being claimed,

but always subject to subject to due allowance for depreciation, wear and tear .

We will not pay the first \$25 of each and every loss under the Policy.

Conditions

Reasonable Care

The Insured Person take all reasonable precautions for the packaging, safety and supervision of any item(s), minimize any loss and not leave their property unattended or abandon damaged property. Insured Person's must ensure any property left in a motor vehicle is placed out of sight in a locked boot.

Claims Procedure

- (a) All losses including damage attributable to theft or vandalism be reported to the local police or appropriate authority as soon as possible after the discovery of the Loss and a written acknowledgement of the report obtained.
- (b) Written notice of a claim must be given to Us within 30 days after the happening of any circumstances giving rise to a claim or as soon as possible thereafter.
- (c) After We receive notice of a claim We will provide You or the Insured Person with Our usual claim forms for completion. The claim forms must be properly completed and all evidence required by Us shall be furnished in a timely manner, at the expense of You or the Insured Person and be in such form and of such nature as We may require.

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 cooperate with Us and do nothing to hinder Our rights.

Exclusions

We will not pay for:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
3. Any Terrorist Act.
4. Any failure to comply with the terms and conditions of the Rental Agreement.
5. Damage or Loss arising from electrical or mechanical, electrical or hydraulic breakdown or derangement of any item.
6. Damage to or replacement of any electronic data or software or the reinstatement or replacement of any electronic data or software.
7. Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
8. Damage or Loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
9. Wear and tear, depreciation in value or gradual deterioration.
10. Replacement or fulfillment of mobile phone contracts.
11. Household furniture or household appliances and non portable business property, computer or electronic equipment, any means of transport or parts and accessories of that transport.
12. Bonds, coupons, stamps, negotiable instruments, deeds, manuscripts, securities of any kind, bullion, tools of trade, travellers samples or property of any kind used wholly or partially for business.
13. Damage or Loss arising from any Insured Person's illegal or criminal acts or use of firearms.
14. Damage or Loss arising from any Insured Person being under the influence of alcohol or drugs, unless prescribed by a qualified medical practitioner.

15. 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.
16. Any Insured Person acting illegally or breaking any government prohibition or regulation, or any government authority seizing, withholding or destroying anything of any Insured Person, or any prohibition by or regulation or intervention by any government.
17. Sporting equipment and clothing or bicycles while in use.
18. Loss of credit cards, travellers cheques, money or travel documents.
19. Luggage transported under any freight agreement or items sent by postal or courier services.
20. Any claim that is not lodged or that cannot be settled within New Zealand.
21. Property left unattended in a public place, or any unlocked and unattended building or vehicle.
22. Property left overnight in a vehicle.
23. The first \$25.00 of each and every Loss.

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.

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**

Auckland

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