

# EMERALD WATERWAYS RIVER CRUISE COVER

## TERMS AND CONDITIONS

### UNITED KINGDOM RESIDENT

**Master Policy Number:** 09SCENIC01

This booklet contains important information about Your Scenic Tours River Cruise Cover (Trading as Emerald Waterways) and should be read carefully and stored in a safe place. Information in this booklet may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the <https://www.emeraldwaterways.co.uk> Chubb Insurance Australia Limited ABN 23 001 642 020, AFS Licence No. 239687 (Chubb) will issue a new document or a supplementary document to Scenic Tours Pty Ltd (Scenic Tours), to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

### Preparation Date

These terms and conditions were prepared on 24 March 2017.

### 1. How this Policy works

- Scenic Tours has entered into a Master Policy, (Policy) with Chubb for which it pays Chubb an agreed premium. Under the Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the terms and conditions specified) provided by Chubb as the insurer, once a booking with Scenic Tours has been confirmed and paid in full. You are not charged by Chubb for these benefits.
- In addition, under the Policy, any person that meets the agreed Covered Person(s) criteria will be entitled to access cover under the Policy in accordance with the terms and conditions specified. Covered Person(s) means a person who has a confirmed booking with Scenic Tours for which Scenic Tours has paid a premium for the cover provided by the Policy.
- Access to this insurance is provided to You solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth). You do not enter into any agreement with Chubb and Chubb does not hold anything on trust for You under the Policy.
- Scenic Tours is not the Insurer, is not an Australian Financial Services Licensee, does not guarantee or hold the Policy or rights under it on trust for You, does not act on Chubb's behalf or on Your behalf and is not authorised to and makes no recommendation in relation to this insurance.
- Chubb may vary, terminate or not renew the Policy where permitted by law. Chubb does not need Your consent. It is the responsibility of Scenic Tours to notify You of any variation or termination of the Policy. Variation and termination does not affect Your rights that arose before these events occurred.
- No claim is payable if You are not a Covered Person.
- 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.
- Any advice provided is general only and has been prepared without taking into account Your objectives, financial situation or needs and may not be right for You. To decide if this product is right for You, please read the Terms and Conditions contained in this booklet.

### 2. About Chubb Insurance Australia Limited (Chubb)

Chubb is an Australian financial services licensee authorised to deal in and provide advice in relation to general insurance products. Our details are as follows:

ABN: 23 001 642 020  
AFS Licence Number: 239687

Head Office: Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000  
Postal Address: GPO Box 4907, Sydney NSW 2001

Phone: 1800 803 548  
E-mail: [travel.au@chubb.com](mailto:travel.au@chubb.com)

### 3. The Meaning of Certain Words

Throughout this document, certain words begin with capital letters. These words have special meaning (Definitions) and are outlined in this section. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

**Civil War** means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

**Covered Person** means a person who has a confirmed booking with the Policyholder for which the Policyholder has paid a premium for the cover provided by this policy.

**Event(s)** means an occurrence that could give rise to a claim for a benefit under Your Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.

**Local Currency** means the currency most commonly used in the Country in which You reside.

**Policy** means the Master Policy held by Scenic Tours Pty Ltd with Chubb AND any other document that We tell You forms part of the Policy describing the insurance contract between the Policyholder and Us and/or the cover available to You.

**Policyholder** means Scenic Tours Pty Ltd ABN 85 002 715 602 of 25 Watt Street Newcastle, New South Wales, 2300 and all subsidiaries

**Scenic Tour** means a tour managed, arranged and operated by the Policyholder.

**Specially Designated List** means names of a person, entities, groups or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

**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** means the insurer Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687).

**You, Your** means a Covered Person(s).

### 4. Benefit Section: Delay or Cancellation of Scenic Tour

If Your Scenic Tour is delayed or cancelled after You have commenced Your Scenic Tour and before you have disembarked and completed Your Scenic Tour due to:

1. mechanical breakdown;
2. riots;
3. strikes;
4. civil commotion;
5. river or canal lock damage or closure;
6. adverse weather conditions; or
7. natural disasters;

As outlined in the tables below, depending on the level of Your Scenic Tour and the specific circumstances, You will be paid up to a maximum amount for each full 24 hour period from the start of the delay or cancellation up to a maximum of GBP £4000(or seven (7) consecutive 24 hour periods) or the originally scheduled end date of Your Scenic Tour, whichever is the lesser.

Amounts payable if You have been offered to terminate Your cruise and You decide to leave the ship:

Deck	Max Limit per day, amount payable	
Jewel	£	215
Sapphire	£	260
Diamond	£	270
Junior & Royal Suites	£	350

Amounts payable if You have been offered to terminate Your cruise and You decide to remain on the ship or if the incident is not likely to be protracted:

Deck	Max Limit per day, amount payable	
Jewel	£	110
Sapphire	£	130
Diamond	£	135
Junior & Royal Suites	£	175

We will not pay for claims arising directly or indirectly from:

1. consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy;
2. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power;
3. any loss or expense with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
4. any nuclear reaction or contamination, ionising rays or radioactivity;
5. any Goods and Services Tax (GST) liability or any fine, charge or penalty You are liable for because of a failure to fully disclose to Us Your input tax credit entitlement for the premium;

## 5. General Conditions

### Local Currency

All payments by You to Us and Us to You or someone else under the Policy will be paid in Your Local Currency.

### Claims

In the event that there is a delay or cancellation of Your Scenic Tour for more than 24 hours the Policyholder will advise Us and we will verify details and arrange payment of claim.

### Processing and payment of claims

We must take all reasonable steps to pay a valid claim promptly. We will pay amounts under the Policy to the Covered Person.

## 6. HOW TO MAKE A CLAIM

### **MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS**

What will I need to submit a claim online?

You (or Your legal representative) will need to provide:

1. Your Policy number as shown on Your Terms and Conditions, which enables Us to verify Your Policy details. If You cannot locate Your Policy number, please call 1800 803 548.
2. Your email address.
3. Your contact information, which allows Us to give You real-time updates on Your claim status or contact You for additional information.

4. Supporting documents. The documents required vary based on claim type, but may include any relevant:
  - receipts or other proof of expenses;
  - proof of earnings that are being claimed;
  - reports that have been obtained from the police, accommodation provider or Public Transportation provider about the loss, theft or damage;
  - photographs or quotes (please attach these to Your online submission to expedite assessment);
  - additional evidence that We may request to enable Us to assess Your claim.
5. Intended payee information, which allows Us to quickly make approved payments.

## 7. **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## 8. **Your Privacy**

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### Personal Information Handling Practices

#### *Collection, Use and Disclosure*

We collect personal information (which may include sensitive information such as health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance application, policy or claim.

We will generally collect an individual's personal information only from that person except when it is unreasonable or impracticable for us to do so. Sometimes we collect personal information from a third party (which may include a person or entity with whom we have a distribution partnership or other business relationship), or from a publicly available source, but only if the individual has consented to such collection or would reasonably expect us to collect their personal information in this way.

The primary purpose for our collection and use of your personal information is to enable us to provide Priceline Protects insurance services to you. Sometimes, we may use your personal information for our Priceline Protects marketing campaigns, in relation to new Priceline Protects products, services or information that may be of interest to you.

We may also disclose your personal information to third parties, including service providers engaged by us

to carry out certain business activities on our behalf (such as assessors and call centres in Australia), other companies within our groups of companies, other insurers, our reinsurers, medical and health practitioners, government agencies and regulators (where we are required to by law), law enforcement bodies and agents and/or representatives of persons covered under our Policies. Some of these third parties may be located outside Australia. In particular, certain business process functions of Chubb are performed by a dedicated servicing unit located in the Philippines. Lists of countries in which recipients of your information are likely to be located are available at our respective websites.

In all instances where personal information may be disclosed to third parties who may be located overseas, in addition to any local data privacy laws to which those entities are subject, we have measures in place to ensure that those parties hold and use such information in accordance with the consent provided by the individual and in accordance with our obligations under the Privacy Act.

#### Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our respective Privacy Policies. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officers. However, should you choose to withdraw your consent it is

important for you to understand that this may mean we may not be able to provide you with insurance or to respond to any claim.

#### *How to Contact Us*

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

## **9. Complaints and Disputes Resolution**

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. The exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship. The exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

[Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
Tel: 1800 815 675

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

### Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email us at:

[DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
Tel: +61 2 9335 3200  
Fax: +61 2 9335 3411

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to FOS as detailed below.

### Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia

GPO Box 3

Melbourne VIC 3001

Tel: 1800 367 287

Fax: +61 3 9613 6399

Email: [info@fos.org.au](mailto:info@fos.org.au)

Web: [www.fos.org.au](http://www.fos.org.au)

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

If FOS advises you that the FOS Terms of Reference do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

## **10. Duty of Disclosure**

### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

### What You do not need to tell Us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

#### **11. Financial Claims Scheme**

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to [www.apra.gov.au](http://www.apra.gov.au) or call the APRA hotline on 1300 558 849 for more information.