

# DOMESTIC CANCELLATION TRAVEL INSURANCE

Effective 19 October 2020

## Schedule of Benefits

This is a summary only of the cover that is provided and the most We will pay in total for all claims.

Benefit	Limit
Loss of Deposit / Cancellation	\$600

## Policy Wording

This document is Our Domestic Cancellation Policy Wording. This policy is effective once You have been issued a Certificate of Insurance and have paid the required premium.

This policy is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Ave, Takapuna, Auckland 0622 and underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), ("Hollard"), Level 26, 188 Quay Street, Auckland 1010 (referred to as "Us", "We" or "Our").

### Insured

The Insured Person under this insurance policy is the person or persons named on the Certificate of Insurance. In this document, the Insured Person is also referred to as "You" or "Your".

### Cooling Off Period

If You are not completely satisfied with the extent of cover provided by this policy You may cancel this policy within 14 days after You are issued with Your Certificate of Insurance. You will be given a full refund of the premium You have paid, provided You have not yet started Your Journey and You do not wish to make a claim or exercise any other right under the policy.

### Cover

If You must cancel or amend Your travel arrangements due to any unforeseeable circumstance beyond Your control, We will pay up to \$600 per Insured for Your irrecoverable travel and accommodation deposits or

expenses, which have been paid in advance.

### Excess

The first \$20 in respect to each and every claim.

### Exclusions

This policy does not cover any loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

1. war, invasion, act of foreign enemy, warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power;
2. Act of Terrorism;
3. nuclear weapons material;
4. an actual or likely epidemic or pandemic, or the threat of an epidemic or pandemic. (Refer to [www.who.int](http://www.who.int) for further information on epidemics and pandemics);
5. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. (For the purpose of this exclusion, combustion includes any self sustaining process of nuclear fission);
6. biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose of harm or to destroy human life and/or create public fear;
7. Your deliberate or reckless acts;
8. Your unlawful acts;
9. Your disinclination to travel, personal wishes, financial circumstances or business reasons;
10. pregnancy or childbirth (except for unforeseen medical complications or emergencies within the first 20 weeks/140 days of Your pregnancy);
11. failure to check in at the correct departure time or claims resulting from You being a standby passenger;
12. the serious injury, illness, disease or death of any person who is not:

- i. You; or
  - ii. Your Travelling Companion; or
  - iii. A Close Relative.
13. Your Pre-existing Medical Condition(s) or those of any other person on whose state of health the Journey depends;
  14. any Pre-existing Medical Condition suffered by a Close Relative or any complications directly attributable to those conditions;
  15. any circumstances likely to lead to the cancellation of the Journey that You are aware of (including strikes or strike notices) that were present at the time You purchased this insurance;
  16. Your self-inflicted illness or injury, or Your suicide or You undergoing an abortion where it is not deemed medically necessary to do so by a Registered Medical Practitioner;
  17. the receivership, statutory management, administration, bankruptcy, liquidation, financial collapse or adverse financial position of any airline, transport provider, tour operator, travel agent, or wholesaler;
  18. Your travel plans being affected when travel is prevented or limited by legislation, government or court order;
  19. the inability of a tour operator or wholesaler to complete arrangements for a group tour, due to a deficiency in the number of persons required to commence or complete any part of the tour;
  20. costs charged by or payable to a supplier resulting from rescheduling or cancelling of travel arrangements by that supplier;
  21. Your cancellation for medical reasons unless on written medical advice;
  22. the inability or negligence of a tour operator, charter airline or wholesaler to complete Your travel arrangements;
  23. sexually transmitted diseases or related conditions;
  24. Your domestic pet or farm/lifestyle animal;
  25. a therapeutic or illicit drug or alcohol addiction;
  26. You being under the influence of any intoxicating liquor, drugs or substances except a drug prescribed to You by a Registered Medical Practitioner, and taken in accordance with their instructions;
  27. any events occurring after Your Journey has commenced.

## Correctness of Statements and Fraud

If any claim under this policy is in any respect fraudulent, or if any false declaration is made or false or incorrect information is used in support of any claim, then We can, at Our sole discretion, not pay Your claim and cancel Your cover under this policy from the date that the incorrect statement or fraudulent claim was made to Us.

## Your Duty of Disclosure

When You apply for insurance or alter this policy, You have a duty at law, to disclose to Us all material facts. A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

Examples of information You may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction subject to the Criminal Records (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past.

These examples are a guide only. If there is any doubt as to whether any particular piece of information needs to be disclosed, this should be referred to Us.

If You fail to comply with Your duty of disclosure it may result in:

- this policy being avoided retrospectively with the effect that the policy never existed;
- this policy being cancelled;
- the amount We pay if You make a claim being reduced; or
- Us refusing to pay a claim.

## Change of Circumstances

During the period of insurance, You must tell Us immediately of any material change in the circumstances surrounding the subject matter of this insurance that:

- increases the risk We are insuring, or
- alters the nature of the risk We are insuring.

Once You have told Us, We may immediately change the terms of this policy or cancel it. If You fail to tell Us, We may apply these changes retrospectively from the date You ought to have reasonably told Us.

## General Terms

### 1. Act of Terrorism

Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, ethnic, ideological, political, religious, or similar purposes or reasons, including the intention to influence any government and/or to put the

public, or any section of the public, in fear. Terrorism also includes any act that is verified or recognised by the local government as an Act of Terrorism.

## 2. Close Relative

Means Your spouse, de facto partner, civil union partner, fiancé(e), parent, parent-in-law, step parent, child, step child, foster child, son and daughter-in-law, sibling, brother and sister-in-law, half or step brother or sister, grandparent, or grandchild.

## 3. Journey

Means from when You leave Your normal place of residence in New Zealand until You return to Your normal place of residence in New Zealand.

## 4. Mental Illness

Means any illness, condition or disorder listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

## 5. Pre-existing Medical Condition

Means:

1. Any physical defect, infirmity, existing or recurring illness, injury, disability or Mental Illness of which You, or the person due to whom You are claiming, are aware of.
2. Any medical condition for which You, or the person due to whom You are claiming have had or received a medical examination, consultation, treatment, investigation and/or medication in the 12 months prior to the date Your policy is issued.

## 6. Registered Medical Practitioner

Means a qualified doctor or dentist (other than You, a Travelling Companion, someone You work with, or a Close Relative) holding the necessary certification in the country in which they are currently practising.

## 7. Travelling Companion

Means a person with whom You have made arrangements before Your policy was issued, to travel with You for at least 75% of Your Journey.

## 8. We, Us, Our

Means The Hollard Insurance Company Pty Ltd acting through AWP Services New Zealand Limited trading as Allianz Partners.

## 9. You, Your and Insured Person

Means each person named on the Certificate of Insurance.

## Privacy Notice

To arrange and manage your insurance and provide you with our services, we (in this Privacy Notice “we”, “our” and “us” means AWP Services New Zealand Limited trading as Allianz Partners of Level 3, 1 Byron Avenue, Takapuna, Auckland, and our agents) collect, store, use and disclose your personal information including sensitive information. We usually collect it directly from you but also from others (including those authorised by you such as your family members, travelling companions, your doctors, hospitals, and other persons whom we consider necessary including our agents). We are the “data controller” and are responsible for ensuring your personal information is used and protected in accordance with applicable laws and regulations.

Personal information we collect includes, for example, your name, address, date of birth, email address, medical information, passport details, bank account details, as well as other information we collect when you visit our website such as your IP address and online preferences.

Any personal information provided to us is used by us and our agents to evaluate and arrange your insurance. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to the insurance services, including managing, processing and investigating claims and screening to comply with economic sanctions obligations. We may also collect, use and disclose it for product development, marketing (where permitted by law or with your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations and for other purposes with your consent or where authorised by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

You authorise us to disclose your personal information to recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the above processes, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage (including “cloud storage”) and data handling providers, transportation providers, legal and other professional advisers, your agents, broker and travelling companions, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you have bank credit card insurance, the Insurance Claims Register and our related and group companies and Hollard. In addition you authorise us to disclose your personal information to our agent the New Zealand Automobile Association Incorporated to use in accordance with its privacy policy available at [aa.co.nz/privacy](http://aa.co.nz/privacy). Some of these third parties may be

located in other countries including in Australia, Europe, Asia, Canada or the USA. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of New Zealand privacy laws.

Where permitted by law or with your consent, we may contact you with offers of products or services (from us, our related companies, as well as offers from our business partners) that we consider may be relevant and of interest to you (including insurance products). This could be via telephone, post, electronic messages (including email) online or via other means. You can withdraw your consent at any time if you no longer wish to receive marketing material or promotional offers from us or our related companies and business partners by calling our Contact Centre on 0800 800 048.

The collection of information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory. If you do not agree with the matters set out in our privacy notice or will not provide us with personal information, we may not be able to provide you with our services or products, process your application, issue you with a policy or process your claims. We will not retain your personal data for longer than is necessary for the purposes for which it may be lawfully used.

You can: (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed; (2) correct and update your personal information (subject to the provisions of applicable privacy legislation), and (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why. You may not access or correct personal information of others unless you have been authorised by their express consent or are otherwise permitted by law.

When you provide personal information to us about other individuals, we rely on you to have first obtained each of those individuals' consent, and have made them aware of the matters set out in this Privacy Notice.

If you have a request or complaint concerning your personal information or about our privacy policy, please

contact: Privacy Officer, Allianz Partners, P.O. Box 33-313, Takapuna, Auckland 0740 or email us at [AzPNZ.Privacy@allianz-assistance.co.nz](mailto:AzPNZ.Privacy@allianz-assistance.co.nz). For urgent assistance please call our Contact Centre on 0800 800 048. You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at [www.allianzpartners.co.nz](http://www.allianzpartners.co.nz) and click on the Privacy Notice link.

## Fair Insurance Code

Hollard are a member of the Insurance Council of New Zealand and adhere to the Fair Insurance Code, which provides You with assurance that We have high standards of service to Our customers. A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website: [www.icnz.org.nz/fair-insurance-code](http://www.icnz.org.nz/fair-insurance-code)

## Dispute Resolution

If You have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or its representatives, please call Allianz Partners on 0800 800 048 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33-133, Takapuna, Auckland 0740, New Zealand or email Your complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz). Allianz Partners will attempt to resolve the matter in accordance with its Internal Dispute Resolution procedure. To obtain a copy of this please contact Allianz Partners.

We are registered by law with an independent, external dispute resolution scheme. To obtain a copy of Our External Dispute Resolution process, please contact Us.

If Your complaint or dispute is not satisfactorily resolved We will provide you with information on Our External Dispute Resolution provider.

## Claims Information

### Allianz Partners

P.O. Box 112316 Penrose  
Auckland  
Phone 0800 800 048  
Email: [claims@allianz-assistance.co.nz](mailto:claims@allianz-assistance.co.nz)

Please read this Policy Wording carefully and keep it in a safe place.