

# Leisure Travel Insurance Policy Wording

Effective Date 19 October 2020

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## **WHY DO YOU NEED TRAVEL INSURANCE?**

Even the most carefully planned travel experiences can go unexpectedly wrong. Regardless of how careful you are, it is important to prepare for the unforeseen and organise travel insurance as soon as you have confirmed your booking.

With our travel insurance, advice and assistance are just a phone call away.

## Leisure Travel Insurance

### These plans offer the following standard policy features:

- Cover for medical and repatriation expenses
- Emergency assistance provided 24 hours/7 days a week
- Replacement cover for baggage items less than 2 years old
- Dependent Children under 21 years are covered at no additional charge
- Rental vehicle excess cover
- Some recreational sports are automatically covered including:
  - Leisure skiing and snowboarding
  - Diving underwater using an artificial breathing apparatus at a depth no greater than 30 metres (provided You hold an open water diving license recognized in New Zealand or dive with an instructor licensed for these activities)
  - Hot air ballooning
  - Parasailing and paragliding
  - Bungee jumping
  - White-water rafting in grade 4 or less rivers

### Our Comprehensive Plan also includes:

- Civil unrest for the Pacific Islands
- Terrorism cover
- Automatic cover for some Pre-existing Medical Conditions

### Policy extensions available:

- Nil and high excess options
- Increased cover for specified high value items
- Cover for Pre-existing Medical Conditions

## Introduction

This document is our leisure travel insurance Policy Wording. Our Comprehensive plan provides higher limits and extended benefits while the Essentials and Loss of Deposits plans have restricted benefits and lower policy limits for travellers who wish to reduce premium costs.

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").

### What we will pay

In consideration of the payment of the premium, we agree to indemnify You in the manner and to the extent set out in this document.

This document, the Certificate of Insurance and any written confirmation issued by us extending or limiting cover form Your insurance contract.

We will pay claims up to the Maximum Benefit amounts shown in the Schedule of Benefits, depending on whether You have elected to purchase the Comprehensive, Essentials or Loss of Deposits Plan. Your Certificate of Insurance details the type of cover You have purchased. The policy limits apply per Insured Person and are stated in New Zealand Dollars.

Please read this Policy Wording carefully and note the exclusions in each section along with the General Conditions and General Exclusions to ensure that You understand the cover provided by us.

If You need any clarification on Your cover or the Policy Wording please contact either Your issuing agent, or our Customer Care Team on Toll Free 0800 630 115.

### 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".

Dependent Children travelling with an Insured Person are covered at no additional charge. Their policy benefits will be shared within the travelling Insured Person's policy limits.

### Period of insurance

Your policy commences once a Certificate of Insurance has been issued to You and the required premium is paid. Loss of Deposits cover expires once the Journey has been paid for in full.

The period of insurance for all other policies continues until the expiry date shown on Your Certificate of Insurance or until You return to Your normal place of residence, whichever is the earlier date.

For frequent flyer plans Your policy is activated at the commencement of each Journey undertaken in the period of insurance. If You have purchased a frequent flyer plan then each Journey is covered up to a maximum of 60 days.

### Excess

An excess, as stated in Your Certificate of Insurance, will be deducted from our settlement if You make a claim (unless a higher excess has been imposed on Your cover by us and confirmed to You in writing). The excess applies under this policy to each separate event giving rise to a claim. There will be no excess charged if You have purchased and paid the additional premium for a No Excess policy. This will be shown on Your Certificate of Insurance.

### **Important claims information**

If during Your Journey You are to be hospitalised, require evacuation or repatriation services, need to make alternative travel or accommodation arrangements or have lost Your Personal Baggage or Personal Money, please notify us as soon as possible.

All claims must be notified as soon as possible and in any event no later than 30 days after the completion of the Journey. If You do not contact us this may affect the acceptance or payment of Your claim.

We provide our customers with easy access to our 24 hour emergency assistance service. A single call will put You directly in touch with a doctor or travel specialist who will be able to assist You and confirm cover available under Your policy. You will be advised of any steps You will need to follow in claiming under Your policy. You can call collect from anywhere in the world for emergency medical and travel assistance.

### **Reverse charge call through telephone operator: +64 9 4866868**

If Your Personal Baggage, effects or Personal Money are stolen, You must notify the local police or local government authority within 24 hours and You must obtain a copy of their incident report. Any loss or damage to Personal Baggage whilst in the custody of the carriers (e.g. an airline or bus company) must be notified to them immediately and a property irregularity report obtained.

You must provide us with all reports, receipts, doctor's certificates, information and proof we reasonably require to help substantiate any claim.

### **Pre-existing Medical Conditions**

It is important to understand that Pre-existing Medical Conditions may not be covered under Your plan. Certain Pre-existing Medical Conditions are covered automatically within certain criteria for travellers who are insured under the Comprehensive Plan only. Cover for conditions outside of those listed in the Pre-existing Medical Conditions section may be available following a medical assessment.

Please note that no cover for Pre-existing Medical Conditions is available under the Essentials Plan.

If You have any queries on this, You can contact our Customer Care Medical Assessment team on 0800 630 115.

### **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.

## Schedule of Benefits

The Schedule of Benefits sets out a summary only of the cover that is provided under each plan and the most we will pay in total for all claims under each section.

### Important - please note:

A maximum total limit applies for all claims by all Insured Persons under certain sections and other limits, sub-limits, conditions and exclusions apply. Where used, unlimited means only that where there is no capped dollar sum insured and all costs and expenses claimed must be Reasonable. Refer to the general exclusions and policy cover details from page 8 onwards.

#### Section 1: Cancellation /Travel Disruption Benefits

#### Maximum Benefits

Policy Option	Comprehensive	Essentials	Loss Of Deposits
1a.* Loss of Deposits	Unlimited	\$5,000	\$10,000
1b. Cancellation of Journey Paid in Full	Unlimited	\$5,000	Nil
1c. Curtailment	Unlimited	\$5,000	Nil
1d. Missed Connection	\$15,000	\$500	Nil
1e. Travel Delay	\$15,000	\$500	Nil
1f. Frequent Flyer Points	\$5,000	Nil	Nil
1g. Resumption of Travel	\$10,000	Nil	Nil
1h. Strikes and Hijacks	\$10,000	Nil	Nil
1i. Evacuation – Civil Unrest Pacific Islands	\$1,500	Nil	Nil
1j. Additional Expenses/Terrorism	\$3,000	Nil	Nil

#### Section 2: Medical Benefits

#### Maximum Benefits

Policy Option	Comprehensive	Essentials	Loss Of Deposits
2a.* Overseas Medical Expenses	Unlimited	\$250,000	Nil
2b. Terrorism – Overseas Medical Expenses	\$250,000	Nil	Nil
2c. Emergency Dental Expenses			
- Emergency Dental Treatment – Pain Relief Only	\$1,000	Nil	Nil
- Emergency Dental Treatment – as a Result of an Injury	\$3,000	\$500	Nil
2d.* Incidental Hospital Expenses	\$4,000	Nil	Nil
2e. Accompanying Person	\$15,000	Nil	Nil
2f. Search and Rescue – Natural Disaster	\$20,000	Nil	Nil

#### Section 3: Life Benefits

#### Maximum Benefits

Policy Option	Comprehensive	Essentials	Loss Of Deposits
3a. Funeral Expenses	\$25,000	\$10,000	Nil
3b. Accidental Death or Permanent Disablement	\$50,000	Nil	Nil
3c. Accidental Death or Permanent Disablement as a Result of an Act of Terrorism	\$25,000	Nil	Nil

#### Section 4: Personal Baggage, Effects and Personal Money Benefits

#### Maximum Benefits

Policy Option	Comprehensive	Essentials	Loss Of Deposits
4a. Personal Baggage			
- Total limit (including any items insured in Section 4c)	\$30,000	\$5,000	Nil
- Personal Baggage - Item Limit	\$1,500	\$750	Nil
- Personal Baggage - Special Limit (electronic equipment, video and camera equipment)	\$2,500	\$750	Nil
4b.* Emergency Baggage	\$1,500	\$250	Nil
4c. Specified High Value Items			
- Maximum Value Per item	\$10,000	Nil	Nil
- Maximum Total Value	\$20,000	Nil	Nil
4d. Travel Documents	\$3,000	\$500	Nil
4e. Personal Money	\$500	Nil	Nil
4f. Additional Expenses as a Result of an Act of Terrorism	\$3,000	Nil	Nil

#### Section 5: Personal Liability Benefits

#### Maximum Benefits

Policy Option	Comprehensive	Essentials	Loss Of Deposits
5a. Rental Vehicle Excess	\$6,000	\$5,000	Nil
5b. Personal Liability	\$2,500,000	\$500,000	Nil
5c. Defence Costs – Including Wrongful Arrest	\$10,000	Nil	Nil

\*Sub-limits apply - please read this Policy Wording in full for details.

## Definitions

When the words below are used in this insurance policy they shall have the meanings detailed below.

### 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. Country of Origin

Means the country in which You principally resided prior to applying for cover.

### 4. Dependent Children

Means Your children or grandchildren aged under 21, accompanying You on the Journey, who are not in full-time employment, and who are named on Your Certificate of Insurance.

### 5. Injury

Means an external or internal bodily injury caused solely and directly by violent, accidental, external and visible means.

### 6. Journey

Means from when You leave Your normal place of residence in Your Country of Origin until You return to Your normal place of residence in Your Country of Origin, or for one way travellers the expiry date as shown on Your Certificate of Insurance. If You have paid a frequent flyer policy premium the number of Journeys per annum is unlimited but each Journey is limited to a maximum of 60 days.

### 7. Mental Illness

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

### 8. Personal Baggage

Means Your suitcases, trunks and similar containers including their contents and articles worn or carried by You. It does not mean or include any business samples or items that You intend to trade, passport or travel documents, cash, bank notes, currency notes, cheques, negotiable instruments, electronic data, software, intangible assets, watercraft of any type (other than surfboards), furniture, furnishings, household appliances, mechanically propelled vehicles, unmanned hired items or any other item listed as excluded on Your Certificate of Insurance.

### 9. Personal Money

Means cash, bank or currency notes, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers that have a monetary value, admission tickets, travel tickets and pre-paid passes (e.g. for ski lifts) taken with You on Your Journey.

### 10. 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.

### 11. Professional Sport

Means training for, coaching or competing in any sporting event where You are entitled to receive, or are eligible to receive, an appearance fee, wage, salary or prize money in excess of NZD\$1,000.

### 12. Public Place

Means any area to which the public has access (whether authorised or not) including but not limited to hotel foyers and grounds, restaurants, public toilets, beaches, airports, railway stations, bus terminals, taxi stands and wharves.

### 13. Public Transport

Means an aircraft, vehicle, train, tram, vessel or other scheduled transport operated under a license for the purpose of transporting passengers. However, it does not mean a taxi, limousine or similar service.

### 14. Reasonable

Means:

- a) For medical, hospital, dental or funeral expenses, the standard level of care given in the country You are in provided it does not exceed the level You would normally receive in New Zealand; and
- b) For all other covered expenses, a level comparable to the same nature and class as booked for the rest of Your Journey; in each case as determined by us.

### 15. 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.

### 16. 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.

### 17. Unattended

Means leaving Your Personal Baggage and effects:

- i. with a person who is not named on Your Certificate of Insurance or who is not a Travelling Companion or who is not a Close Relative; or

- ii. with a person who is named on Your Certificate of Insurance or who is a Travelling Companion or who is a Close Relative but who fails to keep Your Personal Baggage and effects under close supervision; or
- iii. where they can be taken without Your knowledge; or
- iv. at such a distance from You or outside of Your line of sight, that You are unable to prevent them from being taken.

#### **18. We, Us, Our**

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

#### **19. You, Your and Insured Person**

Means each person named on the Certificate of Insurance

### **Pre-existing Medical Conditions**

#### **Important information concerning Pre-existing Medical Conditions**

There is no cover for Pre-existing Medical Conditions under the Essentials Plan. There is limited cover for Pre-existing Medical Condition under the Comprehensive Plan. Please refer to the definition of Pre-existing Medical Conditions in Definitions on page 6.

Some Pre-existing Medical Conditions are covered automatically under the Comprehensive Plan.

Cover for conditions which are not automatically covered may be available following application to and acceptance by our Customer Care Medical Assessments Team.

Our Customer Care Medical Assessments Team can be contacted on 0800 630 115

#### **(i) Comprehensive Policy Pre-existing Medical Conditions that are not covered**

Some medical conditions cannot be covered under this policy. These include but are not limited to any medical condition:

- for which surgery is planned or for which You are on a waiting list;
- arising directly or indirectly from any signs or symptoms which You have had, or for which You have not sought a medical opinion, or received a diagnosis, or for which You are under medical care or are awaiting investigations.

Please refer to General Exclusions if:

- You are travelling against the advice of a Registered Medical Practitioner; or
- You are travelling with the intention to obtain medical treatment.

#### **(ii) Comprehensive Policy Pre-existing Medical Conditions that are not automatically covered**

You are not automatically covered in respect of a medical condition if the condition relates to:

- Your heart (excluding hypertension);
- Your brain;
- a transplanted organ (including stem cell transplants);
- renal failure;
- thinning of the bones(osteoporosis);
- a lung condition (excluding asthma), due to which You are permanently limited by shortness of breath or diagnosed as cystic fibrosis;
- cancer;
- an aneurysm, blood or lung clots (including stroke/TIA);
- insulin dependent diabetes;
- major allergic reactions;
- back problems if You have had spinal surgery;
- surgery involving any joints;
- Mental Illness; and/or
- sexually transmitted disease AIDS, HIV or related conditions.

#### **(iii) Comprehensive Policy Pre-existing Medical Conditions that are automatically covered**

If You have purchased the Comprehensive Plan and Your Pre-existing Medical Condition falls within the terms detailed below then You are automatically covered for the condition.

You do not need to contact us for approval if:

- a. Your Pre-existing Medical Condition is stable and well controlled and Your treatment (including medication) has not changed in the 12 months prior to the date Your policy is issued;and
- b. Your condition is not an ongoing or chronic condition for which You have received treatment at a hospital in the 5 years prior to the date Your policy is issued; and
- c. You have not had surgery or hospital treatment for the medical condition in the 12 months prior to the date Your policy is issued;and
- d. the Pre-existing Medical Condition is not detailed in (i) or (ii) above as either a Pre-existing Medical Condition that You need to contact us about or which cannot be covered under this policy.

If You are in any doubt as to whether a medical condition is covered please contact our office.

Cover for conditions outside of those described in part (iii) of the Pre-existing Medical Conditions section may be available following a medical assessment. If cover is approved, You may be required to pay an additional premium and written confirmation will be forwarded to You.



## General Conditions

### - applying to all sections

1. You must tell us everything that may be material to our decision to issue or alter this policy.
2. We may at our own expense take proceedings in Your name to recover compensation, damages or otherwise from any third party for loss or damage covered under this policy. Any amount recovered will belong to us.
3. This policy will not provide cover for any loss or expense covered under any other insurance policy, compensation scheme or legislation. You must first seek settlement of Your cost under that policy or scheme. We will then only consider payment of any difference between the amount settled and the payment You would have been entitled to under this insurance. (This condition does not apply to claims under Section 3b. Accidental Death or Permanent Disablement.)
4. You must provide us with all receipts, certificates, information and proof we reasonably require to help substantiate Your claim. This will include a doctor's certificate or letter if Your Journey was curtailed or cancelled due to illness or Injury and You must provide at Your own expense any medical certificate or report that we may require to consider any claim further. A medical report and blood test will also need to be provided if You have been drugged involuntarily.
5. You must not make any offer, promise or payment regarding admission or liability for any loss.
6. No claim will be payable where any person entitled to indemnity under this policy breaches any policy terms and conditions.
7. Where this policy is in joint names, then this policy is a joint policy. This means that if one Insured Person does or fails to do anything so that there is no cover there will be no cover for any Insured Person, not just the Insured Person responsible for the act or omission that caused there to be no cover.
8. You must comply with all our requests relating to Your claim including providing all co- operation, information and assistance requested.
9. You must at all times act in a prudent manner and take all reasonable steps to prevent loss and minimise any claim made under Your policy.
10. You must immediately consult and follow the advice of a Registered Medical Practitioner if You have suffered an Injury or illness.

## General Exclusions

### - applying to all sections

This policy does not cover any loss, damage, liability, death or incapacity directly or indirectly caused by or arising from:

1. war, invasion, act of foreign enemy, war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power. (In respect of civil unrest only, this exclusion does not apply to Section 1i. Evacuation – Civil Unrest Pacific Islands);
2. Act of Terrorism (refer to 'Definitions' for full details) - unless cover is otherwise provided under individual sections of this policy. If we allege that by reason of this clause, any loss or damage, cost or expense is not covered by this insurance the burden of proving the contrary will be upon the insured;
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 to harm or to destroy human life and/or create public fear;
7. Your deliberate or reckless acts;
8. Your unlawful acts;
9. any person lawfully in Your accommodation premises;
10. any travel within New Zealand unless this forms part of Your international Journey, or You are travelling on a frequent traveller policy and are more than 250 kilometres from Your place of residence;
11. the New Zealand Government's recommendation that travel not be taken to any country, territory or region, if the warning has been issued prior to the purchase of this insurance, whether this relates to essential or non-essential travel or both;
12. occupations involving unusual or dangerous work;
13. elective or cosmetic surgery;
14. active participation in:
  - i. skiing and snow-boarding outside of ski resort boundaries;
  - ii. diving underwater using an artificial breathing apparatus unless You hold open water diving license recognized in New Zealand or are diving with an instructor licensed for these activities, or, under any circumstances, diving underwater at a depth greater than 30 metres;



- iii. flying hang or tow gliding, microlite flying, parachuting, sky diving and other aerial activities other than the following:
    - hot air ballooning;
    - paragliding;
    - parasailing;
    - bungee jumping;
    - or as a fare-paying passenger in a power driven aircraft licensed to carry passengers flown by a pilot licensed to carry passengers;
  - iv. mountain and rock climbing;
  - v. Professional Sport;
  - vi. racing of any kind (other than on foot) including training;
  - vii. ocean yachting 25 nautical miles or more from the mainland;
  - viii. white water rafting, white water kayaking or black water rafting in grade 5 or more rivers;
  - ix. pot holing;
  - x. rodeo activities;
  - xi. hunting;
  - xii. any activity in remote areas except as part of an organised tour group;
  - xiii. extreme versions of any sport.
15. pregnancy or childbirth (except for unforeseen medical complications or emergencies within the first 20 weeks/140 days of Your pregnancy). There is no cover for a child born overseas unless, after birth, cover is applied for and we agree in writing to include the child in this cover;
  16. sexually transmitted diseases contracted during Your Journey;
  17. Your domestic pet or farm/lifestyle animal;
  18. 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;
  19. a therapeutic or illicit drug or alcohol addiction;
  20. 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;
  21. riding a moped or motorcycle (whether as driver or passenger) in any of the following circumstances:
    - i. where the engine capacity is more than 200cc;or
    - ii. without a helmet;or
    - iii. without a valid driver's licence as required in the country You are in.
  22. any consequential loss, loss of enjoyment or loss of income;
  23. You travelling against the advice of a Registered Medical Practitioner;
  24. You travelling with the intention of obtaining medical treatment.

## Section 1 Cancellation and Travel Disruption Benefits

Based on the plan option shown on Your Certificate of Insurance You will be eligible for each Cancellation/Travel Disruption Benefit up to the Maximum Benefit shown in the Schedule of Benefits.

If You have purchased an Essentials or Loss of Deposits Plan, there are a number of benefits under this section where cover is either reduced or unavailable.

You must advise us as soon as You are aware of any health or other circumstances that are likely to result in cancellation or curtailment of Your Journey.

Note: If Your travel plans are disrupted by a claimable event, a claim can only be lodged under one of the following: Sections 1b. Cancellation of Journey Paid in Full; 1d. Missed Connection; 1e. Travel Delay; or 2a – sub-paragraph 4. Overseas Medical Expenses; or 2e. Accompanying Person. You cannot make a separate claim for the same event under each of these sections.

### 1a. Loss of Deposits (All Plans)

If prior to payment of the final amount payable for Your Journey You must cancel or amend Your travel arrangements due to any unforeseeable circumstance beyond Your control we will pay up to the policy's Maximum Benefit for Your irrecoverable travel and accommodation deposits or expenses, which have been paid in advance.

In respect of a cancellation fee charged by Your travel agent, provided the travel agent has disclosed their cancellation fees to You in writing at the time of making Your travel arrangements, we will also pay You up to a maximum of 10% of Your total travel costs (that were paid through the travel agent) or \$500 per adult, whichever is the lesser.

### 1b. Cancellation of Journey Paid in Full (Comprehensive and Essentials Plans Only)

If following full payment of Your Journey, You have to cancel or amend Your travel arrangements, due to any unforeseeable circumstance beyond Your control, we will pay up to the policy's Maximum Benefit for Your irrecoverable travel and accommodation expenses, which have been paid in advance.

### 1c. Curtailment (Comprehensive and Essentials Plans Only)

If You cannot complete Your Journey due to an unforeseeable circumstance beyond Your control and have to return to Your Country of Origin earlier than planned, we will pay up to the policy's Maximum Benefit for Reasonable additional travel and accommodation expenses (necessarily and actually incurred by You, in order to return to Your Country of Origin) which are additional to Your planned itinerary provided You already hold a pre-paid return ticket. The amount claimable will be less any amounts refundable on unused travel vouchers or tickets.

Wherever claims are made by You under this section, and Sections 1a. Loss of Deposits or 1b. Cancellation of Journey Paid in Full, for cancelled services/facilities or alternative arrangements for the same or similar services/facilities, we will pay for the higher of the two amounts, not both.

#### **1d. Missed Connection**

(Comprehensive and Essentials Plans Only)

If Your scheduled Public Transport service is cancelled or curtailed due to riot, strike or civil commotion, natural disaster or severe weather conditions, or You miss Your connecting scheduled Public Transport service due to any unforeseeable circumstance beyond Your control we will pay up to the Maximum Benefit for the additional necessary and Reasonable travel and accommodation expenses, appropriate to the Journey being undertaken that You incur to arrange alternative transport to enable You to maintain Your original travel itinerary, provided that:

- i. there was no warning that the cancellation may occur;
- ii. You have made reasonable efforts to avoid any additional expenses; and
- iii. refunds on unused tickets or travel vouchers have been applied for.

If the purpose of Your Journey is to attend a wedding or conference, we will pay the Reasonable alternative travel costs to Your planned destination if the conference or wedding cannot be delayed solely due to Your late arrival.

The amount claimable under this section will be less any amounts refundable for unused tickets or vouchers.

#### **1e. Travel Delay**

(Comprehensive and Essentials Plans Only)

If the departure of the scheduled Public Transport in which You have arranged to travel is delayed, for at least 12 hours from the time specified, due to any unforeseeable circumstance beyond Your control, we will pay for Reasonable meal and accommodation expenses necessarily incurred due to the delay, which are not recoverable from any other source.

Written proof of delay from the transport provider must be submitted together with receipts for the extra costs incurred.

#### **1f. Frequent Flyer Points**

(Comprehensive Plan Only)

If an airline ticket has been purchased using frequent flyer or a similar air points rewards system, and the airline ticket is cancelled due to any unforeseen circumstances beyond Your control, we will pay up to the policy's Maximum Benefit, the retail price for that ticket at the time it was issued. This cover is provided only in the event that the loss of points cannot be recovered from any other source. If the air points company charges a reinstatement fee then this cost will be claimable under Your policy.

#### **1g. Resumption of Travel**

(Comprehensive Plan Only)

If You are forced to return to Your Country of Origin due to the serious Injury, illness, disease or death of a Close Relative in Your Country of Origin, we will pay up to the Maximum Benefit for the Reasonable transport costs actually incurred by You to resume Your pre-booked travel plans as per Your original itinerary, provided that:

- i. the serious Injury, illness, disease or death of a Close Relative occurred after Your departure from Your Country of Origin and was not caused by a Pre-existing Medical Condition;
- ii. the Journey was at least 14 days;
- iii. You had been away for less than 50% of the duration of Your Journey;
- iv. You have not made a claim under Section 1c. Curtailment; and
- v. You held a return ticket at the time the event which has caused You to return to Your Country of Origin occurred.

#### **1h. Strikes and Hijacks**

(Comprehensive Plan Only)

We will pay up to the policy's Maximum Benefit for irrecoverable additional travel and accommodation costs, due to cancellation or curtailment of scheduled Public Transport services, as a result of a strike or hijack.

#### **1i. Evacuation – Civil Unrest Pacific Islands**

(Comprehensive Plan Only)

In the event that You are in the Pacific Islands and for Your safety You must evacuate for any reason not covered under any other section of this policy, we will pay up to the policy's Maximum Benefit for additional expenses incurred.

#### **1j. Additional Expenses as a Result of an Act of Terrorism**

(Comprehensive Plan Only)

We will provide cover for the Reasonable additional costs incurred when You or Your travel arrangements are affected directly by or in connection with any Act of Terrorism. Any payment for an Act of Terrorism will be limited to a maximum of NZ\$3,000 per Insured Person per period of insurance.

#### **Exclusions – applying to all policies under Section 1**

We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

1. Your disinclination to travel, personal wishes, financial circumstances or business reasons;
2. failure to check in at the correct departure time or claims resulting from You being a standby passenger;
3. 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;

4. Your Pre-existing Medical Condition(s) or those of any other person on whose state of health the Journey depends unless the condition/s are described as being covered under this policy or accepted by us in writing;
5. any Pre-existing Medical Condition suffered by a Close Relative or any complications directly attributable to those conditions;
6. any circumstances likely to lead to the cancellation or curtailment of the Journey that You are aware of (including strikes or strike notices) that were present at the time You purchased this insurance;
7. the receivership, statutory management, administration, bankruptcy, liquidation, financial collapse or adverse financial position of any airline, transport provider, tour operator, travel agent, or wholesaler;
8. You or Your Travelling Companion not having the appropriate passport, entry visa or work permit documentation required by any foreign government or foreign power;
9. Your travel plans being affected when travel is prevented or limited by legislation, government or court order;
10. 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;
11. costs charged by or payable to a supplier resulting from rescheduling or cancelling of travel arrangements by that supplier;
12. Your curtailment or Your cancellation for medical reasons unless on written medical advice;
13. the inability or negligence of a tour operator, charter airline or wholesaler to complete Your travel arrangements;
14. costs paid in advance that exceed the recommended retail value of any concert or sporting event ticket that is scheduled to take place during Your Journey;
15. claims under Section 1a. or 1b. for any unforeseeable circumstance occurring before or within 7 days of purchasing Your policy, unless the policy was purchased at the same time as Your travel arrangements were made.

## Section 2 Medical Benefits

Based on the plan option shown on Your Certificate of Insurance You will be eligible for each Medical Benefit up to the Maximum Benefit shown in the Schedule of Benefits.

If You have purchased an Essentials Plan there are a number of benefits under this section where cover is either reduced or unavailable. Please note there are no benefits under this section if You have purchased the Loss of Deposits Plan.

### 2a. Overseas Medical Expenses (Comprehensive and Essentials Plans Only)

You are covered for Reasonable and customary overseas hospital, medical, surgical, nursing home charges or other remedial attention or treatment given or prescribed by a Registered Medical Practitioner, including medical repatriation expenses, incurred as a result of an illness, Injury or disease which occurred on Your Journey.

This benefit only applies in excess of any amounts You are entitled to from any reciprocal arrangements between Your usual country of residence and the country in which the charges or expenses were incurred and in excess of any amounts that are recoverable by or on behalf of You from any other source.

Please note that New Zealand has reciprocal health arrangements with Australia and the United Kingdom. You will be required to seek treatment in these countries from their public health system.

In all cases:

1. We will only pay costs incurred within 12 months of the illness or Injury;
2. You, or someone acting on Your behalf, must wherever possible contact Allianz Partners prior to treatment or hospitalisation. Failure to obtain our prior approval before any hospitalisation or treatment may result in Your medical expenses claim being declined;
3. We have the option of returning You to Your Country of Origin for further treatment if You are medically fit to travel and we will cover the costs for Your repatriation. If You decline to return we will not pay for any ongoing overseas medical expenses;
4. If You cannot continue Your Journey due to an Injury or illness which needs immediate treatment from a Registered Medical Practitioner who certifies in writing that You are medically unfit to continue Your Journey, we will reimburse Your Reasonable additional accommodation and travel expenses up to the standard of Your original booking, including returning You home if You are unable to use Your pre-arranged return transport. The amount claimable will be reduced by any amounts refundable on unused travel vouchers or tickets.

Additional cover is also provided under the Comprehensive plan for emergency telephone calls and taxi fares up to an amount of NZ\$100 per person in connection with Your Injury or illness.

Note: If Your travel plans are disrupted by a claimable event, a claim can only be lodged under one of either Sections 1b. Cancellation of Journey Paid in Full; 1d. Missed Connection; 1e. Travel Delay; or 2a sub-paragraph 4. Overseas Medical Expenses for the same or similar services/facilities. You cannot make a separate claim for the same event under each of these sections.

5. If You choose not to return to Your Country of Origin on or prior to the expiry date shown on Your Certificate of Insurance, we will not pay for any ongoing medical expenses, including medication, that You incur after the expiry date in connection with any Injury, illness or disease that occurred during the period of insurance;
6. Follow on medical expenses in New Zealand (Comprehensive only) – on Your repatriation or return to New Zealand we will pay up to NZ\$2,000 per Insured Person for continuing follow on treatment provided these expenses are necessarily and reasonably incurred within a 12-month period following the date of the illness or Injury. The cover provided excludes dental expenses as these are covered under Section 2c. Emergency dental expenses.

## **2b. Terrorism Overseas Medical Expenses**

(Comprehensive Plan Only)

We will provide cover for overseas medical expenses and repatriation costs, incurred directly from or in connection with any Act of Terrorism, subject to the policy's Maximum Benefit as set out in the Schedule of Benefits.

## **2c. Emergency Dental Expenses**

### **Emergency Dental Treatment – Pain Relief Only**

(Comprehensive Plan Only)

We will reimburse You for emergency dental expenses up to the policy's Maximum Benefit to relieve sudden and acute dental pain first manifesting itself during the Journey, provided:

1. the treatment is to a sound natural tooth. Sound natural teeth do not include dentures or any tooth which has a filling or been subject to restoration work, capping or crowning;and
2. You have been to a dentist in the last 24 months as part of Your routine dental maintenance and received all recommended treatment.

### **Emergency Dental Treatment as a Result of an Injury**

(Comprehensive and Essentials Plans Only)

We will pay for dental expenses up to the policy's Maximum Benefit for emergency treatment as a result of an Injury to sound natural teeth during the Journey.

## **2d. Incidental Hospital Expenses**

(Comprehensive Plan Only)

If You are confined to a hospital overseas as a result of Injury, illness or disease, we will pay You NZ\$50 for each 24 hour period You are hospitalised, provided the period of confinement exceeds at least 48 hours and limited to the policy's Maximum Benefit per Insured Person. We will not pay for the first 48 continuous hours You are in hospital.

## **2e. Accompanying Person**

(Comprehensive Plan Only)

We will pay the Reasonable return airfare (economy class), transportation and accommodation expenses up to the policy's Maximum Benefit for one relative or friend, who on the advice of our Registered Medical Practitioner, travels to You and/or remains with You because of the severity of any Injury, illness or disease suffered. You must contact us for approval before any expense is incurred.

## **2f. Search and Rescue – Natural Disaster**

(Comprehensive Plan Only)

We will pay up to NZ\$20,000 towards the costs of a private search if You are declared missing following a natural disaster, during the period of insurance, provided that:

- i. one of Your close family members requests the search;
- ii. the search is approved by local authorities;and
- iii. the search commences within 72 hours of the official notification that You are missing.

## **Exclusions – applying to all policies under Section 2**

1. We will not pay claims directly or indirectly caused by or arising out of:
  - a. Pre-existing Medical Conditions that are not described as being covered under this policy or confirmed as being covered by us in writing prior to the commencement of Your Journey;
  - b. You engaging in any activity associating with prostitution;
  - c. any complications arising from a medical condition where You are travelling against medical advice.
2. We will not pay any medical expenses relating to hospitalisation or surgical treatment where our prior approval has not been sought and obtained, unless notification is not possible.
3. Cover will cease under this section if You fail to follow our requirements as per Section 2a.
4. We will not pay any medical expenses incurred for continuing treatment including medication which commenced prior to this Journey.
5. We will not pay for private medical treatment when public treatment is available.

6. We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:
  - a. the extraction of wisdom teeth unless these have become impacted;
  - b. dental expenses incurred in Your Country of Origin;
  - c. normal dental health maintenance, or any treatment resulting from a lack of regular dental health maintenance or hygiene including dentures, fillings, root canals, polishing and scaling, replacement due to the loss of dental bridges, restoration work, caps or crowns;
  - d. precious metal cost or pins and fittings, titanium implants in relation to dental treatment.

## Section 3 Life Benefits

Based on the policy option shown on Your Certificate of Insurance, You will be eligible for each Life Benefit up to the Maximum Benefit shown in the Schedule of Benefits.

If You have purchased an Essentials Plan there are a number of benefits under this section where cover is either reduced or unavailable. Please note there are no benefits under this section if You have purchased the Loss of Deposits Plan.

### 3a. Funeral Expenses

(Comprehensive and Essentials Plans Only)

Where Your death occurs we will pay up to the policy's Maximum Benefit for the Reasonable funeral and cremation or burial expenses in the area where death occurred, or for the costs of returning Your body or ashes to Your Country of Origin excluding funeral and interment costs.

### 3b. Accidental Death or Permanent Disablement

(Comprehensive Plan Only)

If during Your Journey You sustain an Injury which within 12 months of such Injury results in Your death, we will pay to Your estate the policy's Maximum Benefit as stated in the Schedule of Benefits.

Alternatively, if due to an Injury during Your Journey, You are permanently disabled, we will pay You the policy's Maximum Benefit. Permanent disablement means an Injury which within 12 months of the accident results in paraplegia, quadriplegia, tetraplegia, the loss of one or more limbs, loss of sight in one or both eyes, loss of hearing or speech.

### 3c. Accidental Death or Permanent Disablement as a Result of Terrorism

(Comprehensive Plan Only)

If during Your Journey You sustain an Injury as a result of or in connection with an Act of Terrorism, which results in Your death or permanent disablement, we will pay a maximum of \$25,000 per Insured Person per period of insurance to You or Your estate.

## Exclusions – applying to all policies under Section 3

1. We will not pay for funeral expenses under Section 3a, where death occurs as a result of Pre-existing Medical Conditions that are not described as being covered under this policy or confirmed as being covered by us in writing prior to the commencement of Your Journey.
2. We will not pay claims arising from:
  - a. manual or hazardous work;
  - b. deliberate exposure to danger unless in the attempt to save a human life;
  - c. disease, illness or any natural causes (under Sections 3b and 3c);
  - d. the accidental death or permanent disablement of persons under the age of 16years.
3. If You fail to follow our requirements under Section 2, anywhere such failure causes or contributes to a claim under Section 3, no claim benefit under Section 3 shall be payable.

## Section 4 Personal Baggage, Effects and Personal Money Benefits

Based on the policy option shown on Your Certificate of Insurance, You will be eligible for each Personal Baggage, Effects and Personal Money Benefits up to the Maximum Benefit shown in the Schedule of Benefits.

If You have purchased an Essentials Plan there are a number of benefits under this section where cover is either reduced or unavailable. Please note there are no benefits under this section if You have purchased the Loss of Deposits Plan.

If Your Personal Baggage or effects are stolen, You must notify the local police or local government authority within 24 hours and You must obtain a copy of their incident report. Any loss or damage to Personal Baggage whilst in the custody of the carriers (airline, bus company etc.) must be notified to them immediately and a property irregularity report obtained. You must take all reasonable precautions to protect the property insured by this policy and to prevent any claim arising.

### 4a. Personal Baggage

(Comprehensive and Essentials Plans Only)

We will pay up to the policy's Maximum Benefits for accidental loss or damage to Your Personal Baggage, which has been taken or purchased on Your Journey. The loss or damage must occur in the course of the Journey and during the period of insurance.

At our discretion we may elect to repair or replace the property or we will pay the present day value of the lost or damaged item in cash, after making an allowance for depreciation and wear and tear. Proof of purchase and ownership will be required to support any claim over \$500.



The special item limit per item for camera and video equipment includes attached or unattached lenses or accessories.

#### **Items Under 2 years of age**

For items that are less than 2 years old, present day value means the lesser of the purchase price or the replacement price of the item(s).

#### **Items Over 2 years of age**

If an item is more than 2 years old, present day value is calculated by applying a minimum 20% depreciation per annum (from the date of purchase) to the lesser of the purchase price or current replacement price of the item. Depreciation may be measured by using the current second hand value of the lost or damaged item.

#### **Items where the age of the item cannot be determined**

If You cannot establish the purchase date of any item, present day value is calculated by applying a minimum of 50% depreciation, (which may be increased further based upon our assessment of the age of the item) to the lesser of the purchase price or current replacement price of the item.

#### **4b. Emergency Baggage**

(Comprehensive and Essentials Plans Only)

If Your Personal Baggage is temporarily lost in transit, and is not restored to You within 12 hours of the discovery of the loss, we will reimburse You for the emergency purchase of essential replacement items. We will reimburse You up to NZ\$500 after the first 12 hours under the Comprehensive Plan and \$250 under the Essentials Plan. If the Personal Baggage is still missing after a further 48 hours then an additional amount of NZ\$500 is claimable under the Comprehensive Plan. After a further 72 hours then a further amount of NZ\$500 is also claimable under the Comprehensive Plan, if You are still deprived of Your luggage.

Receipts of purchases must be produced to support any claim.

This section does not apply if Your Personal Baggage is temporarily lost when You are returning to Your normal place of residence.

Please note that where the mislaid luggage is not found and a claim is made under Section 4a, the costs of the items purchased under this policy section will be deducted from the claim amount paid under Section 4a.

#### **4c. Specified High Value Items**

(Comprehensive Plan Only)

If You wish to include items of Personal Baggage or effects that have a present day value more than the applicable policy limit per item, You can specify these items on Your policy. You will be required to provide a receipt of purchase and/or valuation certificate for each specified item in the event of a claim and pay an additional premium prior to the commencement of

Your policy. The total limit per item is NZ\$10,000 with an overall total limit for all specified items of NZ\$20,000 per policy.

#### **4d. Travel Documents**

(Comprehensive and Essential Plans only)

We will pay up to the policy's Maximum Benefit per Insured Person for:

- i. the cost of replacing Your personal travel documents including passports, entry visas and credit cards, carried with You on Your Journey arising out of accidental loss or theft;
- ii. any additional travel and accommodation expenses, if Your Journey is disrupted, to arrange replacement of Your travel documents; and
- iii. the cost of subsequent unauthorised use by other persons, provided that You have observed all terms and conditions as set down by the issuing authority and You cannot recover Your loss from any other source.

As soon as the loss is discovered You must notify the police and the issuing authority to ensure that the appropriate cancellation measures are taken.

#### **4e. Personal Money**

(Comprehensive Plan Only)

We will pay up to the policy's Maximum Benefit for the accidental loss or theft from Your person or from a locked safe or from Your accommodation when You are present in the room, of Personal Money taken on Your Journey for personal use.

#### **4f. Additional Expenses as a Result of an Act of Terrorism**

(Comprehensive Plan Only)

We will provide cover for the Reasonable additional costs incurred, when Your travel arrangements or Your belongings are affected directly or in connection with any Act of Terrorism. Any payment for an Act of Terrorism will be limited to a maximum of NZ\$3,000 per Insured Person.

#### **Exclusions - applying to all policies under Section 4**

1. We will not pay for loss or damage to:
  - a. household furniture (other than soft goods which include manchester and household linen);
  - b. fragile or brittle articles unless damage is caused by fire or accident to the conveyance in which they are being carried;
  - c. tools of trade, bicycles, skis/snowboards and/or bindings, surfboards, windsurfers or similar water equipment other than when they are damaged in transit on a licensed commercial transporter or resulting from fire in or theft from locked accommodation premises;
  - d. any other sporting equipment whilst in use;
  - e. stock or samples of any kind related to business or trade;

- f. Personal Baggage sent in advance or articles mailed, sent or shipped by freight or cargo separately;
  - g. Personal Baggage left Unattended by You or Your Travelling Companion in a Public Place. This includes where an item is at a distance from You that You cannot prevent it from being taken;
  - h. Personal Baggage left in a motor vehicle unless stored in a locked luggage compartment of the motor vehicle and forced entry is gained. If there is no lockable luggage compartment in the motor vehicle the items must be unable to be seen from outside the locked vehicle;
  - i. travel documents not reported within 24 hours to the police or the issuer of any credit card or travellers cheque(s) or travel documents where You have not complied with the conditions under which they have been issued and done everything to minimise the loss;
  - j. jewellery – except when at the time of the loss or damage the item is being worn by you, or was in Your bedroom while You are present in the same room, or in a locked safe;
  - k. any electronic device caused by the malfunction of that device;
  - l. any electronic data or software.
2. We will not pay for loss or damage arising from:
    - a. delay, detention or confiscation by Customs Officers or other officials; or
    - b. scratching, denting, grazing, staining, wear and tear, rot, mould, mildew, rust, corrosion, the action of insects or vermin, or clothing and personal effects being cleaned, dyed, altered or repaired.
  3. We will not pay for loss of Personal Money except when at the time of the loss or damage the Personal Money was on Your person, or was in Your bedroom while You were present in the same room, or in a locked safe.

## Section 5 Personal Liability Benefits

Based on the policy option shown on Your Certificate of Insurance, You will be eligible for each Personal Liability Benefit up to the Maximum Benefit shown in the Schedule of Benefits.

If You have purchased an Essentials Plan there are a number of benefits under this section where cover is either reduced or unavailable. Please note there are no benefits under this section if You have purchased the Loss of Deposits Plan.

### 5a. Rental Vehicle Excess

(Comprehensive and Essentials Plans Only)

You are covered for the insurance excess You are required to pay, as a result of loss or damage to a rental vehicle You have hired, up to the policy's Maximum Benefit, provided that:

- a. You were the driver of the vehicle at the time of the accident or if the vehicle was not being driven it was under Your custody and control when stolen or damaged;
- b. You have observed all local driving license rules and regulations;
- c. Your vehicle was rented from a licensed rental agency;
- d. You have not breached Your rental vehicle hire contract;
- e. the excess is not recoverable from any other source; and
- f. You have made a claim with the motor vehicle's insurer which has been accepted, or would have been accepted except for the application of the excess.

### 5b. Personal Liability

(Comprehensive and Essentials Plans Only)

We will indemnify You up to the policy's Maximum Benefit for all sums that You become legally liable to pay as direct compensation consequent on:

- a. accidental Injury, death or illness to persons; or
- b. accidental loss or damage to tangible property; occurring during the course of Your Journey and during the period of insurance.

In respect of a claim to which the above indemnity applies we will pay any costs of litigation legally recovered by any claimant from You and all other costs and expenses incurred with our written consent.

### 5c. Defence Costs – Including Wrongful Arrest

(Comprehensive Plan only)

We will pay for defence costs incurred by You with our consent in defending claims made against You, including such costs incurred which are the direct result of Your false arrest or wrongful detention by any government or government agency, up to the policy's Maximum Benefit.

### Exclusions – applying to all policies under Section 5

1. We will not be liable in respect of Your legal liability for Injury or damage caused by or arising in connection with:
  - i. land or buildings owned, or held in trust by You or in Your custody and control;
  - ii. Your business or occupation;
  - iii. the ownership or use of any land or building, aircraft or aerial device other than model aircraft
  - iv. mechanically propelled vehicles;
  - v. watercraft other than a rowboat, surfboard, sailboard, body board, water-ski or model and or boat;
  - vi. unmanned vehicles.
2. We will not pay claims arising from:
  - a. damage to property belonging to You or any employee or member of Your family or under Your or their control;
  - b. Injury, death or illness to You, Your employee or members of Your family;



- c. damage to any structure or land due to vibration or to the withdrawal or weakening of support;
- d. fines, penalties and punitive, exemplary, aggravated or liquidated damages imposed upon or awarded against You;
- e. Your liability under a contract;
- f. Your unlawful, malicious, deliberate or intentional acts; or
- g. transmission of any communicable disease.

## Important Matters

### Canceling this policy

We may cancel this policy in the following circumstances only, by giving You 14 days prior notice by email sent to Your last known email address supplied to us:

- a) If You fail to comply with Your duty of utmost good faith;
- b) If You fail to comply with a provision of this policy, including a provision relating to the payment of the premium;
- c) If You make a fraudulent claim under this policy.

### 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 started Your Journey and You do not wish to make a claim or exercise any other right under the policy.

### Extension of the period of insurance

If there is a delay outside of Your control:

1. where You are required to suspend Your Journey on the advice of a Registered Medical Practitioner; or
2. to any vehicle, vessel or aircraft in which You are travelling as a ticket holding passenger which results in Your homeward Journey not being completed during the period of insurance;

this policy is extended by up to 6 months to allow You to complete Your Journey by the next available and convenient transportation.

### Jurisdiction and Choice of Law

This policy is governed by and construed in accordance with the laws of New Zealand and You agree to submit to the exclusive jurisdiction of the courts of New Zealand. You agree that it is Your intention that this Jurisdiction and Choice of Law clause applies.

### 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 Process

If You have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or Our representatives, please call Allianz Partners on 0800 630 115 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33 313, Takapuna, Auckland 0740, New Zealand or email Your complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz). We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedure. To obtain a copy of this please contact Us.

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.

### Limitation of cover

Notwithstanding anything contained in this policy wording we will not provide cover nor will we make any payment or provide any service or benefit to any person or party where providing such cover, payment, service or benefit would expose us to or violate any applicable trade or economic sanction or any law or regulation.

### 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, 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 Policy link.

#### **Privacy Act and the Insurance Claims Register (ICR)**

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Ltd (ICR), PO Box 474, Wellington.

This policy is issued to You on the condition that You authorise us to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. You also authorise us to obtain from ICR Ltd personal information about You that is (in our view) relevant to this policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of applicable privacy legislation.

#### **Emergency Phone Numbers**

**Reverse charge call through telephone operator:**

**+64 9 486 6868**