Travel Insurance

Comprehensive (International) - Essentials (International)



CONTENTS

ABOUT THIS POLICY WORDING	2
OUR DEFINITIONS	3
PURCHASING THIS POLICY	5
TABLE OF BENEFITS	7
PRE-EXISTING MEDICAL COND	DITIONS 8
IMPORTANT MATTERS	8
GENERAL EXCLUSIONS	10
YOUR POLICY COVER	13
CLAIMS	19

ABOUT THIS POLICY WORDING

This **policy** sets out the cover available and the terms and conditions which apply. **You** need to read it carefully to make sure **you** understand it and that it meets **your** needs.

We provide the cover specified in the **policy** subject to its terms, conditions, exclusions and limitations. **You** need to decide if the benefit limits, type and level of cover are appropriate for **you** and will cover **your** potential loss.

This **Policy** Wording, together with the **Certificate of Insurance** and any written document **we** tell **you** forms part of **your policy**, make up **your** contract with **Allianz**. Please retain these documents in a safe place.

UNDERSTANDING THIS POLICY AND ITS IMPORTANT TERMS AND CONDITIONS

To properly understand this **policy's** significant features, benefits, limits, conditions and exclusions **you** need to carefully read:

- PURCHASING THIS POLICY this contains important information on who can purchase this policy, age limits and cover types available to you; on applicable excesses, the period of cover and extensions of cover;
- About the cover, and limits on the amount we will pay, that applies
 to each plan in the TABLE OF BENEFITS, when we will pay a
 claim under each section applicable to the cover you choose
 (YOUR POLICY COVER), (remember, certain words have
 defined meanings see OUR DEFINITIONS);
- IMPORTANT MATTERS this contains important information
 on our privacy notice and dispute resolution process, when you
 can choose your own doctor, when you should contact Allianz
 Global Assistance concerning 24 hour medical assistance,
 overseas hospitalisation or medical evacuation, and more;
- When we will not pay a claim under each section applicable to the cover you choose (YOUR POLICY COVER) and GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS (which provides details of the general exclusions that apply to all covers and benefits); and
- CLAIMS this sets out important information about how we will consider claims. It also sets out certain obligations that you and we have. If you do not meet them we may refuse to pay a claim.

APPLYING FOR COVER

When **you** apply for your **policy, we** will confirm with **you** things such as the period of cover, **your** premium, what cover options and **excess** will apply, and whether any standard terms are to be varied (this may be by way of a written notice we give **you**).

These details will be recorded on the **Certificate of Insurance** issued to **you**.

This **policy** wording sets out the cover **we** are able to provide **you** with. **You** need to decide if the benefit limits, type and level of cover are appropriate for **you** and will cover **your** potential loss. If **you** have any queries, want further information about this **policy** wording or want to confirm a transaction, please use the contact details on the back cover of this **policy** wording.

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. **You** must disclose all material facts to **us** as soon as **you** become aware of them. 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 madeor suffered in the past.

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

NON-DISCLOSURE

If **you** fail to comply with **your** duty of disclosure. **we** are entitled to avoid this **policy** retrospectively from the beginning. **You** will not be insured under this **policy** at all

ABOUT YOUR PREMIUM

You will be told the premium payable for your policy when you apply. In calculating the premium, we take into account a number of factors including your destination(s), length of journey, the number of persons and age of persons to be covered under the policy and the plan type you select. The amount of any excess payable, cover for additional options and cover for agreed pre-existing medical conditions is also included in the calculation of your premium.

Your total premium reflects the amount **we** calculate to cover these factors as well as any relevant government charges, taxes or levies (such GST) in relation to **your policy**. These amounts are included in the total amount payable by **you** as shown in **your Certificate of Insurance**.

WHO IS YOUR INSURER?

This policy is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand, 152 Fanshawe Street, Auckland 1010.

WHO IS ALLIANZ GLOBAL ASSISTANCE?

Allianz Global Assistance is a trading name of AGA Assistance Australia Pty Ltd ABN 52 097 227 177 (Incorporated in Australia).

Allianz Global Assistance has been authorised by Allianz to enter into the policy and deal with and settle any claims under it, as the agent of Allianz, not as your agent. Allianz Global Assistance acts under a binder which means that it can do these things as if it were the insurer. It administers all emergency assistance services and benefits of this insurance. You may contact Allianz Global Assistance in an emergency 24 hours a day, 7 days a week.

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:

- increase the risk we are insuring, or
- alter 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**.

PREPARATION DATE

The preparation date of this **policy** wording is 21 January 2015.

OUR DEFINITIONS

When the following words and phrases appear in this **policy** wording, **your Certificate of Insurance** or any other document **we** tell you forms part of **your policy**, they have the meanings given below. The use of the singular shall also include the use of the plural.

Accident

means an unexpected event caused by something external and visible.

Accompanying

means travelling with the insured person for 100% of the journey.

AICD/ICD

means an implantable cardioverter-defibrillator (ICD), also known as an automated implantable cardioverter-defibrillator (AICD).

Allianz

means Allianz Australia Insurance Limited ABN 15 000 122 850, (Incorporated in Australia) trading as Allianz New Zealand.

Allianz Global Assistance

means AGA Assistance Australia Pty Ltd ABN 52 097 227 177, (Incorporated in Australia).

Arise, arises or arising

means directly or indirectly arising or in any way connected with.

Bicycles

means any bicycle, tricycle, tandem, trailer cycle or push scooter that is powered by human pedalling or and/or a battery.

Business samples

means demonstration goods or examples of goods sold by **you** or **your** company.

Carrier

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

Certificate of Insurance

is the document **we** give **you** which confirms that **we** have issued a **policy** to **you** and sets out details of **your** cover.

Chronic

means a persistent and lasting condition. It may have a pattern of relapse and remission.

Concealed storage compartment

means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a sedan, station wagon, hatchback, van or motorhome.

Country of Residence

means the country of which you are a permanent resident.

Date of issue

means the date and time of issue on your Certificate of Insurance.

Depreciation

means the deduction from the original purchase price of an amount calculated to be the reduction in value because of wear and tear and/ or the passing of time.

Epidemic

means a sudden development and rapid spreading of a contagious disease in a region where it developed in a simply endemic state or within a previously unscathed community.

Excess

means the deduction **we** will make from the amount otherwise payable under **your policy** for each claimable incident or event.

Funeral expenses

means the costs charged by a funeral director for arranging **your** funeral service and by a cemetery for **your** burial or a crematorium for **your** cremation. It does not include the cost of memorialisation.

Home

means the place where \boldsymbol{you} normally live in New Zealand.

Hospital

means an established hospital registered under any legislation that applies to it, that provides in-patient medical care.

Income

means the amount of money **you** earn from personal exertion in a trade, business, profession or occupation after the deduction of income tax.

Individual

means you only.

Infant

means a child under 2 years of age.

Injure or injured or injury

means bodily injury caused solely and directly by violent, accidental, visible and external means, which happens at a definite time and place during **your** period of cover and does not result from any illness, **sickness** or disease.

Insolvency or insolvent

means bankruptcy, provisional liquidation, liquidation, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

Jewellery

means a form of personal adornment, such as brooches, rings, necklaces, earrings, and bracelets. It does not include watches or items of clothing.

Journey

means travel which begins when **you** leave **home** or **your** place of business to commence **your** travel and ends when **you** arrive back **home** or at a **hospital** or nursing home in New Zealand (if **you** are evacuated or repatriated), whichever is earlier.

Legal costs

means fees, costs and expenses (including any applicable taxes and charges) in connection with a legal action. It also means any costs which **you** are ordered to pay by a court or arbitrator (other than any fine or penalty, or aggravated, punitive, exemplary or liquidated damages) or any other costs **we** agree to pay.

Luggage and personal effects

means **your** suitcases, trunks and similar containers including their contents and articles worn or carried by **you** including **your valuables**. It does not mean any **bicycle**, **business samples** or items that **you** intend to trade, passport or travel documents, cash, bank notes, currency notes, cheques, negotiable instruments, watercraft of any type (other than surfboards), furniture, furnishings, household appliances, hired items or any other item listed as excluded on **your Certificate of Insurance**.

Medical adviser

means a qualified doctor or dentist, other than **you** or a **relative**, holding the necessary certification in the country in which they are currently practising.

Mental illness

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

Moped or scooter

means any two-wheeled or three-wheeled motor vehicle with an engine displacement of not greater than 50cc.

Motorcycle

means any two-wheeled or three-wheeled motor vehicle with an engine displacement greater than 50cc.

Overseas

means outside of New Zealand and its territories.

Pandemic

means a form of an **epidemic** that extends throughout an entire continent, even the entire human race.

Policy

means this policy wording, **Certificate of Insurance** and any written document **we** tell **you** forms part of **your** policy.

Pre-existing medical condition

means a medical condition of which you were aware of:

1. prior to the time of the policy being issued that involves:

- a] your heart, brain, circulatory system/blood vessels; or
- b] your lung or chronic airways disease; or
- c] cancer; or
- d] back pain requiring prescribed pain relief medication; or
- e] surgery involving any joints, the back, spine, brain or abdomen requiring at least an overnight stay in **hospital**; or
- f] Diabetes Mellitus (Type 1 or Type 2); OR

2. in the 2 years prior to the time of the policy being issued:

- a) for which you have been in hospital or emergency department or day surgery; or
- for which you have been prescribed a new medication or had a change to your medication regime; or
- c] requiring prescription pain relief medication.

For the purposes of this clause, "medical condition" includes a dental condition; OR

3. prior to the time of the policy being issued that is:

- a) pregnancy; or
- **b]** connected with your current pregnancy or participation in an IVF program; OR

4. for which, prior to the time of the policy being issued:

- a) you have not yet sought a medical opinion regarding the cause: or
- b] you are currently under investigation to define a diagnosis; or
- c] you are awaiting specialist opinion.

This definition applies to **you**, **your travelling companion**, a **relative** or any other person.

Professional Sport

means **your** participation in any sporting event where any participant receives, or is eligible to receive, an appearance fee, wage, salary or prize money in excess of \$1,000. Participation includes training for, coaching or otherwise competing in that sporting event.

Public place

means any place that the public has access to, including but not limited to planes, trains, cruise ships, taxis, buses, air or bus terminals, stations, wharves, streets, shops, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private car parks, public toilets and general access areas.

Quad bike

means a motorised vehicle designed to travel on four or more wheels, having a seat straddled by the operator and handlebars for steering control.

Reasonable

means, for medical or dental expenses, the standard level of care given in the country you are in or, for other expenses, the standard level you have booked for the rest of your journey or, as determined by us.

Reciprocal Health Care Agreement

means an agreement between the government of New Zealand and the government of another country where New Zealand residents are provided with subsidised essential medical treatment. (Please visit www.health.govt.nz for details of Reciprocal Health Care Agreements with New Zealand.)

Redundant or redundancy

means loss of permanent paid full time employment (except voluntary redundancy), after a continuous working period of two years with the same employer.

Relative

means for the purposes of this **policy**, **your** or **your travelling companion's** mother, mother-in-law, father, father-in-law, step parent, step parent-in-law, sister, sister-in-law, brother, brother-in-law, wife, husband, son, son-in-law, daughter, daughter-in-law, step child, foster child, grandparent, grandchild, partner, fiancé(e), spouse or guardian only if they are under 85 years of age and resident in New Zealand or Australia.

Rental vehicle

means a campervan/motorhome that does not exceed 4.5 tonnes, a sedan, coupe, hatchback, station-wagon, SUV, four wheel drive or mini bus/people mover rented from a licensed motor vehicle rental company or agency.

Resident of New Zealand

means someone who is a permanent resident of New Zealand.

Sick or sickness

means a medical condition, not being an **injury**, the symptoms of which first occur or manifest during **your** period of cover.

Sporting equipment

means equipment needed and used to participate in a particular sport and which can be carried about with **you**.

Total disablement

means you have permanently lost all of the sight in one or both eyes, or the use of a hand at or above the wrist or a foot at or above the ankle.

Transaction card

means a debit card, credit card or travel money card.

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**.

Travel services provider

means any scheduled service airline, hotel and resort operator, accommodation provider, motor vehicle rental or hire agency, bus line, shipping line or railway company.

Unsupervised

means leaving your luggage and personal effects:

- with a person who is not named on your Certificate of Insurance or who is not a travelling companion or who is not a relative; or
- with a person who is named on your Certificate of Insurance or who is a travelling companion or who is a relative but who fails to keep your luggage and personal effects under close supervision; or
- where they can be taken without your knowledge; or
- at such a distance from you that you are unable to prevent them being taken; and

includes forgetting or misplacing items of **your luggage and personal effects**, leaving them behind or walking away from them.

Valuables

means **jewellery**, watches, precious metals or semi precious stones/precious stones and items made of or containing precious metals or semi precious stones/precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), tablets,MP3/4 players, PDAs, electronic games, CDs, mini discs, DVDs, cartridges, video and audio tapes.

We, our, us

means Allianz Australia Insurance Limited ABN 15 000 122 850, (Incorporated in Australia) trading as Allianz New Zealand.

You, your and insured person

means each person named on the **Certificate of Insurance**.

PURCHASING THIS POLICY

WHO CAN PURCHASE THIS POLICY?

Comprehensive or Essentials Plans

Cover is only available if:

- you are a resident of New Zealand; and
- you purchase your policy before you commence your journey; and
- your journey commences and ends in New Zealand.

Cover can be purchased by residents of Fiji, Vanuatu or Samoa who are travelling to and within New Zealand only, subject to the conditions set out below.

Cover for Residents of Fiji, Vanuatu or Samoa travelling to New Zealand

Cover is available under the Comprehensive Plan for residents of Fiji, Vanuatu or Samoa travelling to and within New Zealand only (on a temporary basis) and who, at the date the **Certificate of Insurance** is issued:

- are aged 74 years and under; and
- have purchased their **policy** before they commenced their iourney.

Please Note:

- This policy does not cover the return trip to your Country of Residence.
- There is no cover for persons who are entitled to be covered under a **Reciprocal Healthcare Agreement** between the Government of New Zealand and the government of another country.
- The definitions under OUR DEFINITIONS section for "Home" and "Journey" are to be substituted as follows:
 - "Home" means the place where you normally live in your Country of Residence.
 - "Journey" means the time from when you leave your home to go directly to the place you depart from to travel to New Zealand, and ends when you arrive at any immigration counter for departure from New Zealand.
- Where the word "New Zealand" appears in this policy wording, the policyholder's Country of Residence is to be substituted, except where it appears:
 - on the front cover of this **policy** wording
 - in the ABOUT THIS POLICY WORDING section
 - in the **OUR DEFINITIONS** section under the definitions:
 - "Allianz"
 - "Home" (definition above substituted)
 - "Journey" (definition above substituted)
 - "Reciprocal Healthcare Agreement"
 - "Resident of New Zealand"
 - "We, our, us"
 - in this section WHO CAN PURCHASE THIS POLICY?
 - under the TABLE OF BENEFITS section
 - in the **IMPORTANT MATTERS** section under the headings:
 - Jurisdiction and Choice of Law
 - Dispute Resolution Process
 - Privacy Notice

- in GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS under:
 - General Exclusion B.13
- in the YOUR POLICY COVER section under:
 - Section 2.1.2 b] & k]
- in the CLAIMS section under the heading:
 - CLAIMS ARE PAYABLE TO YOU IN NEW ZEALAND DOLLARS
- on the back cover of this **policy** wording.

AGE LIMITS

Age limits are as at the date of issue of **your Certificate** of **Insurance**.

Comprehensive Plan

Available to travellers aged 85 years and under.

Essentials Plan

Available to travellers aged 70 years and under.

COVER TYPES

The following cover type is available:

Individual - The benefit limits for **individual** cover apply to the total of all claims combined and are shown in the **TABLE OF BENEFITS** for the Plan applicable.

Cover is provided for any **infant** travelling on the same booking as an **insured person**.

YOUR CHOICES

Under this **policy**, **you** choose the cover **you** require based on **your** travel arrangements.

Whether **you** choose Comprehensive or Essentials Plans depends on the type of cover **you** want and are eligible to purchase.

PERIOD OF COVER

We will confirm the issue of **your policy** by providing **you** with a **Certificate of Insurance**. That Certificate forms part of **your policy**. The period **you** are insured for is set out in the Certificate.

For single trip cover

Cover for SECTION 2.1 CANCELLATION FEES & LOST DEPOSITS begins from the date of issue date shown on your Certificate of Insurance and finishes at the end of your journey or on the end date shown on your Certificate of Insurance whichever occurs earlier. The cover for all other sections starts at the beginning of your journey or the start date shown on your Certificate of Insurance, whichever occurs later, and finishes at the end of your journey or on the end date shown on your Certificate of Insurance whichever occurs earlier.

EXTENSION OF COVER

Your cover may be extended at no additional charge if **you** find that **your** return to New Zealand has been delayed because of one or more of the following:

- a bus line, airline, shipping line or rail authority you are travelling on, or that has accepted your fare or luggage and personal effects, is delayed; or
- the delay is due to a reason for which you can claim under your policy (subject to our written approval).

If the delay is for any other reason other than as stated above, **we** must receive **your** request to extend **your** cover at least 7 days before **your** original **policy** expires if **you** send **your** request by post.

All other requests to extend **your** cover must be received prior to **your** original **policy** expiry date. Cover will be extended subject to **our** written approval, and **your** payment of the additional premium.

Where **we** have agreed to extend cover, **we** will issue **you** with a new **Certificate of Insurance**. The period of cover on **your** new Certificate cannot exceed 12 months.

Cover cannot be extended:

- for any medical conditions you suffered during the term of your original policy; or
- where you have not advised us of any circumstances that have given (or may give) rise to a claim under your original policy; or
- where at the time of application for the extension you are aged 75 years or over.

AUTOMATICALLY INCLUDED SPORTS AND ACTIVITIES

Your policy provides cover for claims arising directly from **your** participation in the following amateur sports and amateur recreational activities, subject to the terms, conditions limits and exclusions that apply to the section under which **your** claim is made and the **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**:

- Aqua zorbing
- Archery
- Bicycling (but not bicycle motorcross (BMX) or downhill mountain biking)
- Bungee jumping or canyon swinging
- Camel, donkey or elephant riding (under supervision)
- Dancing
- · Dog sledding
- Diving underwater using an artificial breathing apparatus at a depth no greater than 10 metres (you must hold an open water diving licence recognised in New Zealand or dive under licensed instruction)
- Fishing (on land or within 2 nautical miles of a land mass)
- Go-karting
- Golf
- · Gym activities (but not powerlifting)
- Gymnastics (but not competitions)
- Horse riding (but not competitions, equestrian events, steeple chasing, jumping, or polo)
- Ice skating on a rink (but not including competitive skating, racing, speed skating, and tour skating)
- Indoor rock climbing (under supervision)
- Leisure activities (meaning any activities involving minimal physical exertion that is undertaken for relaxation or pleasure. For example, sight-seeing, picnics, photography and museum or art gallery visits).
- Motorcycle, scooter or moped riding (restrictions apply refer to General Exclusion A.13)
- Orienteering
- Paintball (with eye protection)
- Racing on foot for distances up to and including full marathon (42.2 kilometres or 26.2 miles)
- Racquet and ball sports not involving physical contact
- Regulated or licensed ballooning
- Safari (under supervision, but not hunting)
- Sailing up to 10 nautical miles off any land mass
- Shark cage diving (subject to diving restrictions listed above)
- Shooting (fixed target only)
- Skateboarding, roller skating, inline skating (but not including vert skating or acrobatics)

- Skiing and snowboarding but only on groomed slopes in recognised ski resorts
- Snorkelling
- Soccer
- Surface water activities in rivers or rapids graded I, II or III under the International Scale of River Difficulty, or lakes or canals
- Surface water activities (other than sailing) up to 2 nautical miles off any land mass
- Track and field athletics
- Walking, hiking, trekking or tramping, peaking at altitudes up to 3,000 metres where specialist climbing equipment is not required (but not expeditions to or on the Kokoda Track/Trail).

All other sports and activities are excluded from cover under **your policy**.

EXCESS

Your standard **excess** is \$100 and applies EXCEPT where a benefit is payable under the following sections:

SECTION 1.1 OVERSEAS EMERGENCY MEDICAL ASSISTANCE

SECTION 1.5 HOSPITAL CASH ALLOWANCE
SECTION 4.2 LUGGAGE & PERSONAL EFFECTS DELAY
EXPENSES

SECTION 4.4 THEFT OF CASH

TABLE OF BENEFITS

Below is a table that sets out the cover that is provided under each Plan and the most we will pay in total for all claims under each section.

	BENEFIT SECTION	COMPREHENSIVE PLAN	ESSENTIALS PLAN
		INDIVIDUAL	INDIVIDUAL
1.1*	Overseas Emergency Medical Assistance^	Unlimited	Unlimited
	Overseas Emergency Medical & Hospital Expenses^	Unlimited	Unlimited
1.2*	Emergency Dental Expenses [per person]	\$2,000	\$2,000
1.3*	Accidental Death	\$25,000	-
1.4*	Permanent Disability^	\$25,000	-
1.5*	Hospital Cash Allowance^	\$5,000	-
1.6	Loss of Income	\$10,400	-
2.1*	Cancellation Fees & Lost Deposits	Unlimited	Unlimited
3.1*	Additional Expenses	\$50,000	\$50,000
3.2*	Travel Delay Expenses	\$2,000	\$2,000
3.3	Alternative Transport Expenses^	\$5,000	-
4.1*	Luggage & Personal Effects	\$5,000	\$5,000
4.2*	Luggage& Personal Effects Delay Expenses	\$250	\$250
4.3	Travel Documents, Transaction Cards & Travellers Cheques^	\$5,000	-
4.4	Theft of Cash	\$250	-
5.1*	Rental Vehicle Insurance Excess	\$3,000	\$3,000
6.1	Personal Liability	\$5 million	\$5 million

 $^{^{\}star}$ sub-limits apply - refer to YOUR POLICY COVER section of the policy wording for details.

[^] **you** do not have cover under these sections while travelling in New Zealand.

PRE-EXISTING MEDICAL CONDITIONS ARE NOT COVERED

If you have a pre-existing medical condition, we will not pay any claims arising from, related to or associated with that condition. This means that you may have to pay for an overseas medical emergency and any associated costs, which can be prohibitive in some countries.

Pre-existing medical condition is defined in the section headed **OUR DEFINITIONS**.

IMPORTANT MATTERS

Under your policy there are rights and responsibilities which you and we have. You must read this policy wording in full for all details, but here are some you should be aware of.

CONFIRMATION OF COVER

To confirm any **policy** transaction, (if the **Certificate of Insurance** does not have all the information **you** require), call us on the contact number shown on the back cover of this **policy** wording.

COOLING-OFF PERIOD

If you decide that you do not want your policy, you may cancel it within 14 days after you are issued your Certificate of Insurance. You will be given a full refund of the premium you paid, provided you have not started your journey or you do not want to make a claim or to exercise any other right under your policy.

After this period **you** can still cancel **your policy** but we will not refund any part of **your** premium if **you** do.

JURISDICTION AND CHOICE OF LAW

Your policy is governed by and construed in accordance with the law 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

Allianz and **Allianz Global Assistance** proudly support the principles of the Fair Insurance Code.

The purpose of this Code is to increase the standards of practice and service within the insurance industry. Brochures on the Code are available from our office.

FALSE STATEMENTS AND FRAUD

Your policy is based on the information supplied to us by you or on your behalf. All statements made by you or on your behalf at the time of application, in support of this policy, on any claim form or in support of any claim must be true and correct. If you take any action or make any statement in connection with this policy or any claim made under it, which is fraudulent in any way or which is supported by untrue or incorrect information, we are entitled to avoid this policy and all benefits under it will be forfeited.

DISPUTE RESOLUTION PROCESS

If **you** have a complaint or dispute in relation to this insurance, or the services of **Allianz Global Assistance** or its representatives, please call **Allianz Global Assistance** on 0800 778 109 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 112316, Penrose, Auckland 1642.

Allianz Global Assistance will attempt to resolve the matter in accordance with its Internal Dispute Resolution process. To obtain a copy of **Allianz Global Assistance's** procedures, please contact them.

A dispute can be referred to the Financial Services Complaints Ltd (FSCL), subject to its terms of reference. FSCL provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. The contact details for FSCL are:

Financial Services Complaints Ltd

Freephone: 0800 347 257 Telephone: +64 (04) 472 3725 Fax: +64 (04) 472 3728

Post: PO Box 5967, Lambton Quay, Wellington 6145,

New Zealand Email: info@fscl.org.nz

SAFEGUARDING YOUR LUGGAGE & PERSONAL EFFECTS

You must take all reasonable precautions to safeguard your luggage and personal effects. If you leave your luggage and personal effects unsupervised in a public place we will not pay your claim.

CLAIMS

Immediate notice should be given to **Allianz Global Assistance** using the contact details on the back cover of this **policy** wording.

Please note: For claims purposes, evidence of **your** ownership and the value of the property insured and of the amount of any loss must be kept.

Allianz Global Assistance will consider **your** claim within 10 business days of receiving a completed claim form and all necessary documentation. If they need additional information, a written notification will be sent to **you** within 10 business days.

PRIVACY NOTICE

To arrange and manage **your** travel insurance, we (in this Privacy Notice "we", "our" and "us" includes **Allianz Global Assistance** and its agents) collect personal information from **you** and others (including those authorised by **you** such as **your** doctors, **hospitals** and persons whom we consider necessary).

Any personal information provided to us is used by us to evaluate and arrange **your** travel insurance. We also use it to administer and provide the insurance services and manage **your** and our rights and obligations in relation to those insurance services, including managing, processing and investigating claims. We may also collect, use and disclose it for product development, marketing, research, IT systems maintenance and development, recovery against third parties and for other purposes with **your** consent.

This personal information may be disclosed to third parties in New Zealand or **overseas** involved in the above process, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, legal and other professional advisers, **your** agents and our related companies.

When **you** provide personal information about other individuals, we and our agents rely on **you** to have made or make them aware:

- that you will or may provide their personal information to us;
- of the types of third parties to whom the personal information may be provided;
- of the relevant purposes we and the third parties we will disclose it to, will use it for; and
- of how they can access it.

We rely on **you** to have obtained their consent on these matters. If **you** do not **you** must tell us or our agents before **you** provide the relevant information.

You can seek access to and correct **your** personal information by contacting us. **You** may not access or correct personal information of others unless **you** have been authorised by their express consent or otherwise under law, or unless they are **your dependants** under 16 years.

If **you** do not agree to the above or will not provide us with personal information, we may not be able to provide **you** with our services or

products or may not be able to process **your** application nor issue **you** with a **policy**. In cases where we do not agree to give **you** access to some personal information, we will give **you** reasons why.

OVERSEAS HOSPITALISATION OR MEDICAL EVACUATION

For emergency assistance anywhere in the world at any time, **Allianz Global Assistance** is only a telephone call away. The team will help with medical problems, locating nearest medical facilities, **your** evacuation **home**, locating nearest embassies and consulates, as well as keeping **you** in touch with **your** family and work in an emergency.

If you are hospitalised, you, or a member of your travelling party, MUST contact **Allianz Global Assistance** as soon as possible. If you do not, then to the extent permissible by law, we will not pay for these expenses or for any evacuation or airfares that have not been approved or arranged by **Allianz Global Assistance**.

If you are not hospitalised but you are being treated as an outpatient and the total cost of such treatment will exceed \$2,000, you MUST contact Allianz Global Assistance.

Please note that we will not pay for any hospital or medical costs incurred in New Zealand.

YOU CAN CHOOSE YOUR OWN DOCTOR

Unless you are treated under a Reciprocal Healthcare Agreement you are free to choose your own medical adviser or, if you ask them to, Allianz Global Assistance can appoint an approved medical adviser to see you.

You must, however, advise Allianz Global Assistance of your admittance to hospital or your early return to New Zealand based on written medical advice.

If you do not get the medical treatment you expect, Allianz Global Assistance can assist you but neither Allianz nor Allianz Global Assistance are liable for anything that results from that.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Exclusion column is a summary for reference only and does not affect interpretation.

We will not pay under any circumstances if:

NO.	EXCLUSION	WORDING	
A.1	Acting intentionally or recklessly	You intentionally or recklessly act in a way that would reasonably pose a risk to your safety or the safety of your luggage and personal effects, except in an attempt to protect the safety of a person or to protect property.	
A.2	Loss mitigation	You do not do everything you can to reduce your loss as much as possible.	
A.3	Consequential loss	Your claim is for consequential loss of any kind including loss of enjoyment.	
A.4	Change of plans	Your claim arises as a result of you or your travelling companion changing plans, or the breakdown or dissolution of any personal or family relationship.	
A.5	Aware of circumstances	At the time of purchasing this policy, you were aware of something that would give rise to you making a claim under your policy.	
A.6	Workers compensation	Your claim is for a loss which is recoverable by compensation under any workers compensation or transport accident laws or by any government sponsored fund, plan, or medical benefit scheme, or any other similar type legislation required to be effected by or under a law.	
A.7	Manual work	Your claim arises directly or indirectly from, or is in any way connected with, you engaging in manual work in conjunction with any profession, business or trade during your journey. For the purpose of this exclusion, manual work includes: • the use of plant, machinery, or power tools,	
		work in the building trades, security, professional sports, emergency services, extracting, manufacturing, forestry, alcohol or entertainment industries, or	
		working at sea or as aircrew.	
A.8	Errors or omissions	Your claim arises from errors or omissions in any booking arrangements or failure to obtain relevant visa, passport or travel documents.	
A.9	Insolvency	Your claim arises from the refusal, failure or inability of any person, company or organisation (including but not limited to any airline, or other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation), to provide services, facilities or accommodation, by reason of their own insolvency or the insolvency of any person, company or organisation with whom or with which they deal.	
A.10	Illegal acts	Your claim arises because you breach any government prohibition or regulation, including visa requirements or intentionally act illegally.	
A.11	Invitees	Your claim arises directly or indirectly from, or is in any way connected with, the conduct of someone who enters your accommodation with your consent, or whose accommodation you choose to enter.	
A.12	Government confiscation	Your claim arises from a government authority confiscating, detaining or destroying anything.	
A.13	Vehicles	Your claim arises directly or indirectly from, or is in any way connected with:	
		• you driving a motor vehicle or riding a moped or scooter without a current New Zealand drivers licence or drivers licence valid for the country you are driving or riding in. This applies even if you are not required by law to hold a licence in the country you are driving or riding in;	
		• you riding a motorcycle without a current New Zealand motorcycle licence or motorcycle licence valid for the country you are riding in. This applies even if you are not required to hold a motorcycle licence because you hold a drivers licence, or a motorcycle licence is not required by law in the country you are riding in;	
		• you riding or travelling as a passenger on a motorcycle with an engine capacity greater than 250cc;	
		• you travelling as a passenger on a motorcycle, moped or scooter that is control of a person who does not hold a current motorcycle or drivers licence valid for the vehicle being ridden and for the country you are riding in;	
		• you riding, or travelling as a passenger, on a motorcycle, moped or scooter without wearing a helmet;	
		• you riding, or travelling as a passenger, on a quad bike.	
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NO.	EXCLUSION	WORDING
A.14	Epidemic/pandemic	Your claim arises from, is related to or associated with:
		an actual or likely epidemic or pandemic; or
		• the threat of an epidemic or pandemic.
		Refer to www.who.int and www.smartraveller.gov.au for further information on epidemics and pandemics.
A.15	Government warning	Your claim arises from, or is associated with, travel to countries or parts of a country for which:
		• a travel advisory has been released by the New Zealand Government Ministry of Foreign Affairs and Trade, the mass media, or any other government or official body, and
		• the travel advisory risk rating is "Extreme risk" or "High risk" or constitutes a general advice against all travel or all non-essential travel to or in that location, or advises against specific transport arrangements or participation in specific events or activities, and
		• you did not take appropriate action to avoid or minimise any potential claim under your policy (including delay of travel to the country or part of the country referred to in the warning).
		Circumstances include but are not limited to strike, riot, bad weather, civil protest or contagious disease (including an epidemic or pandemic).
A.16	War	Your claim arises from any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military.
A.17	Nuclear	Your claim arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
A.18	Chemical/biological	Your claim arises from 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.
B.1	Pre-existing medical	Your claim arises directly or indirectly from, or is in any way connected with, any pre-existing medical condition suffered by you, your travelling companion, a relative or any other person.
B.2	Signs and symptoms	Your claim arises from, is related to or associated with any signs or symptoms that you were aware of before cover commenced, but:
		a] you had not yet sought a medical opinion regarding the cause; or
		b] you were currently under investigation to define a diagnosis; or
		c] you were waiting specialist opinion.
B.3	Travel against medical advice	Your claim is in respect of travel booked or undertaken against the advice of any medical adviser.
B.4	Metastatic/terminal prognosis	Your claim arises from any medical condition where a metastatic or terminal prognosis was made prior to the issue of your Certificate of Insurance.
B.5	Pregnancy	Your claim arises directly or indirectly out of pregnancy, childbirth or related complications.
		In any event we will not pay medical expenses for:
		• regular antenatal care;
		childbirth at any gestation; or
		care of the newborn child.
B.6	Treatment for addiction	Your claim involves a hospital or clinic where you are being treated for addiction to drugs or alcohol, or are using it as a nursing, convalescent or rehabilitation place.
B.7	Medication already in use	Your claim involves the cost of medication in use at the time the journey began or the cost for maintaining a course of treatment you were on prior to the start of the journey.
B.8	Mental/nervous	Your claim arises from or is in any way related to mental illness including:
	conditions	dementia, depression, anxiety, stress or other mental or nervous condition; or
		conditions that have resulted in behavioural issues; or
		a therapeutic or illicit drug or alcohol addiction.
B.9	Suicide	Your claim arises from suicide or attempted suicide of any person.
B.10	STD	Your claim arises directly or indirectly from a sexually transmitted disease.

NO.	EXCLUSION	WORDING	
B.11	Under the influence	Your claim arises directly or indirectly from, or is in any way connected with you being under the influence of any intoxicating liquor or drugs except a drug prescribed to you by a medical adviser, and taken in accordance with their instructions.	
B.12	Private medical treatment	Despite the advice given following your call to Allianz Global Assistance, you received private hospital or medical treatment where public funded services or care is available in New Zealand or under any Reciprocal Healthcare Agreement between the Government of New Zealand and the government of any other country.	
B.13	AICD/ICD	Your claim arises from any medical procedures in relation to Automated Implantable Cardioverter-Defibrillator/Implantable Cardioverter- Defibrillator (AICD/ICD) insertion during overseas travel. If you, your travelling companion or a relative (as listed on your Certificate of Insurance) requires this procedure, due to sudden and acute onset which occurs for the first time during your period of cover and not directly or indirectly related to a pre-existing medical condition, we will exercise our right based on medical advice, to organise a repatriation to New Zealand for this procedure to be completed.	
B.14	85 and over	Your claim arises from or is any way related to the death or hospitalisation of any person aged 85 years and over, regardless of the country in which they may live.	
B.15	Elective surgery	Your claim arises from, is related to or associated with elective surgery, or treatment.	
B.16	Complications	Your claim arises, or is a consequence of complications from medical, surgical or dental procedures or treatments that are not for an injury or sickness that would be otherwise be covered by this policy.	
C.1	Sports & activities	Your claim arises from, or is in any way connected with you participating in any sports or recreational activities not listed in the AUTOMATICALLY INCLUDED SPORTS AND ACTIVITES list in the PURCHASING THIS POLICY section.	
C.2	Racing	Your claim arises directly or indirectly from, or is in any way connected with, you participating in any race, speed or time trial, or endurance event except for racing on foot in races for distances up to and including the full marathon (42.2 kilometres or 26.2 miles).	
C.3	Diving	Your claim arises because you dive underwater, greater than 10 metres, using an artificial breathing apparatus. There is no cover under this policy if an incident or event occurs while you are diving alone.	
C.4	Air supported device	Your claim arises from travel in any air supported device other than as a passenger in a fully licensed aircraft operated by an airline or charter company. This exclusion does not apply to regulated or licensed ballooning.	
C.6	Protective gear	Your claim arises directly or indirectly from, or is in any way connected with, you not wearing the appropriate protective clothing and head protection for the sport or activity you are participating in.	
C.7	Ignoring safety warnings	Your claim arises directly or indirectly from, or is in any way connected with, you not observing all safety warnings and advice about adverse weather and terrain conditions.	
C.8	Professional sport	Your claim arises from you or your travelling companion participating in professional sport of any kind.	

YOUR POLICY COVER

The maximum amount **we** will pay for all claims combined under each section is shown in the **TABLE OF BENEFITS** for the Plan **you** have selected. **You** must also check **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS** for reasons why **we** will not pay.

SECTION 1.1 OVERSEAS EMERGENCY MEDICAL ASSISTANCE

Allianz Global Assistance will help you with any overseas medical emergency (see OVERSEAS HOSPITALISATION OR MEDICAL EVACUATION contained in the section IMPORTANT MATTERS).

You may contact them at any time 7 days a week.

1.1.1 ALLIANZ GLOBAL ASSISTANCE WILL ARRANGE

Allianz Global Assistance will arrange for the following assistance services if **you injure yourself** overseas, or become **sick** while overseas:

- a) Access to a medical adviser for emergency medical treatment while overseas;
- b] Any messages which need to be passed on to your family or employer in the case of an emergency;
- Provision of any written guarantees for payment of reasonable expenses for emergency hospitalisation while overseas;
- d) Your medical transfer or evacuation if you must be transported to the nearest hospital for emergency medical treatment overseas or be brought back to New Zealand with appropriate medical supervision; and
- e] The return to New Zealand of **your dependants** if they are left without supervision following **your** hospitalisation or evacuation.

If you die as a result of an **injury** or a **sickness** during **your journey**, we will pay for **your reasonable funeral expenses** incurred **overseas** or the cost of bringing **your** remains back to **your home**. The maximum amount **we** will pay is \$15,000 per person.

Please note that **we** will not pay for any costs incurred in New Zealand except the **reasonable** cost of transporting **your** remains from the inbound port or airport to **your home** or nominated funeral home.

1.1.2 WE WILL NOT PAY

To the extent permitted by law, we will not pay:

- a) for any expenses for medical evacuation, funeral
 expenses incurred overseas or bringing your remains back to
 New Zealand unless it has been first approved by Allianz Global
 Assistance;
- b) if you decline to promptly follow the medical advice we have obtained, and we will not be responsible for subsequent medical, hospital or evacuation expenses; or
- c] for medical evacuation or the transportation of your remains from New Zealand to an overseas country.

SECTION 1.2 OVERSEAS EMERGENCY MEDICAL & HOSPITAL EXPENSES

1.2.1 WE WILL PAY

a) We will reimburse the reasonable medical or hospital expenses you incur until you get back to New Zealand if you injure yourself overseas, or become sick while overseas. The medical or hospital expenses must have been incurred on the written advice of a medical adviser. You must make every effort to keep your medical or hospital expenses to a minimum.

If **we** determine, on medical advice, that **you** should return **home** to New Zealand for treatment and **you** do not agree to do so, **we** will pay **you** an amount up to the limit shown in the **TABLE OF BENEFITS**, which **we** reasonably consider to be equivalent to:

- your medical expenses and/or related costs incurred overseas to the date we advise you to return to New Zealand; plus
- the amount it would cost us to return you to New Zealand; plus
- the amount of any cancellation fees and lost deposits you would have incurred had you followed our advice,

you will then be responsible for any ongoing or additional costs relating to or **arising** out of the event **you** have claimed for.

We will only pay for treatment received and/or **hospital** accommodation during the 12 month period after the **sickness** first showed itself or the **injury** happened.

b) We will also pay the cost of emergency dental treatment up to limit shown in the TABLE OF BENEFITS for the Plan selected for dental costs incurred which the treating dentist certifies in writing is for the relief of sudden and acute pain to sound and natural teeth. This limit does not apply to dental costs arising from any injury that is covered under sub-section 1.2.1 a].

1.2.2 WE WILL NOT PAY

We will not pay for expenses:

- a] when you have not notified Allianz Global Assistance as soon as practicable of your admittance to hospital;
- b) incurred after 2 weeks treatment by a chiropractor, physiotherapist or dentist, unless approved by Allianz Global Assistance;
- c] if you do not follow the advice of Allianz Global Assistance;
- d) if you have received medical care under a Reciprocal Health Care Agreement;
- e] for damage to dentures, dental prostheses, bridges or crowns;
- relating to dental treatment involving the use of precious metals or for cosmetic dentistry;
- g] for dental treatment caused by or related to the deterioration and/ or decay of teeth;
- h] for preventative dental treatment; or
- i] arising from pre-existing medical conditions.

SECTION 1.3 ACCIDENTAL DEATH

1.3.1 WE WILL PAY

We will pay the accidental death benefit, to your estate, if:

- a) you are injured during your journey and you die because of that injury within 12 months of the injury; or
- b] during your journey, something you are travelling on disappears, sinks or crashes and you are presumed dead and your body is not found within 12 months.

The amount **we** will pay for the accidental death of an **infant** travelling on the same booking as an **insured person** is \$5,000.

SECTION 1.4 PERMANENT DISABILITY

1.4.1 WE WILL PAY

- a] if you are injured during your journey; and
- b] because of the injury, you suffer total disablement within 12 months of the injury; and
- c] your total disablement continues for at least 12 consecutive months and at the expiry of that period, in the opinion of an appropriate medical specialist, is beyond hope of improvement.

The amount **we** will pay for the **total disablement** of an **infant** travelling on the same booking as an **insured person** is \$5,000.

SECTION 1.5 HOSPITAL CASH ALLOWANCE

1.5.1 WE WILL PAY

We will pay you \$50 for each day you are in hospital if you are in hospital for more than 48 continuous hours while you are overseas.

1.5.2 WE WILL NOT PAY

We will not pay:

- a] for the first 48 continuous hours you are in hospital; and
- b) if you cannot claim for overseas medical expenses connected with the hospitalisation under SECTION 1.2 OVERSEAS MEDICAL & HOSPITAL EXPENSES.

SECTION 1.6 LOSS OF INCOME

1.6.1 WE WILL PAY

If during **your journey you** suffer an **injury** requiring medical treatment **overseas**, and:

- because of the injury you suffer total disablement within 30 days; and
- the total disablement continues for more than 30 consecutive days from the date of your return to New Zealand; and
- you are under the regular care of and acting in accordance with the instructions or advice of a medical adviser who certifies in writing that you are suffering from total disablement: and
- as a result you lose all your income,

then **we** will pay **you** up to \$400 per week for up to 26 continuous weeks, starting from the 31st day after **your** return to New Zealand.

1.6.2 WE WILL NOT PAY

We will not pay:

- a] for the first 30 days from the time you return to New Zealand; or
- b) when the total disablement has not been continuous for more than 30 consecutive days from the date of your return to New Zealand.

SECTION 2.1 CANCELLATION FEES & LOST DEPOSITS

If you think that you may have to cancel your journey or shorten your journey you must tell us as soon as possible - for more information see under the headings CLAIMS or call the contact number (or if overseas the 24 HOUR EMERGENCY ASSISTANCE number) shown on the back cover of this policy wording.

2.1.1 WE WILL PAY:

If **your journey** is cancelled, rescheduled or shortened because of circumstances that were not expected or intended by **you** and are outside **your** control then **we** will pay:

- a) your cancellation fees and lost deposits on unused travel and accommodation arrangments that you have paid in advance and cannot recover in any other way.
- b] your travel agents cancellation fees. We will only pay these fees if at the time the circumstances causing your claim happened you had already paid at least the full deposit. The most we will pay is the lesser of:
 - the travel agent's cancellation fees and any commission or service fees retained by your travel agent up to the amount of commission or service fees that your travel agent would have earned had your journey not been cancelled, or
 - \$1,500 for individual cover.

- c] for the value of frequent flyer points, air miles, loyalty card points, redeemable vouchers or other similar schemes lost by you as a result of cancelling the services paid for with those points, air miles, vouchers or schemes, but only if you cannot recover your loss in any other way. We calculate the amount we pay you as follows:
 - i] for frequent flyer points, air miles or loyalty card points:
 - the cost of an equivalent booking based on the same advance booking period as your original booking less any payment you made toward the booking,

multiplied by

- the total number of points or air miles lost,
 divided by the total number of points or air miles used to make the booking.
- for vouchers, the face value of the voucher or current market value of an equivalent booking whichever is the lesser.
- d] your reasonable costs of rescheduling your journey. The most we will pay for rescheduling your journey is the cost of cancellation fees and lost deposits that would have been payable under 2.1.1 a], b] and c] had your journey been cancelled. We will not pay a claim under 2.1.1 d] in addition to a claim under 2.1.1 a], b] and c] for the same services/facilities.

2.1.2 WE WILL NOT PAY

We will not pay your claim if:

- a) you were aware, or a reasonable person in your circumstances would have been aware before your policy was issued of any reason that may cause your journey to be cancelled, rescheduled or shortened.
- b] caused by the death, injury or illness of any person, including a relative or travelling companion, not listed on your Certificate of Insurance who resides outside of New Zealand or Australia or who is aged 85 years and over.
- c] the death, injury or illness of you, your travelling companion, a relative or any other person arises from a pre-existing medical condition.
- d] caused by you or your travelling companion changing plans, or by the breakdown or dissolution of any personal or family relationship.
- e] caused by any business, financial or contractual obligations. This exclusion does not apply to claims where you or your travelling companion are made redundant in New Zealand provided you or your travelling companion were not aware before you purchased your policy that the redundancy was to occur.
- 1 a tour operator or wholesaler is unable to complete arrangements for any tour because there were not enough people to go on the tour. This exclusion does not apply to prepaid travel arrangements bought separately to reach the departure point for the tour or for other travel arrangements.
- g] caused by delays or rescheduling by a bus line, airline, shipping line or rail authority.
- h] caused by the financial collapse or insolvency of any travel agent, transport, tour or accommodation provider.
- i] caused by the mechanical breakdown of any means of transport.
- i] caused by an act or threat of terrorism.
- k] you are a full-time permanent employee and your pre-arranged leave is cancelled by your employer unless you are a full-time member of the New Zealand Defence Force or emergency services.

SECTION 3.1 ADDITIONAL EXPENSES

3.1.1 WE WILL PAY

a] We will reimburse any reasonable additional accommodation and travel expenses if you cannot travel because of an injury or sickness which needs immediate treatment from a medical adviser who certifies in writing that you are unfit to travel.

We will also reimburse your reasonable additional accommodation and travel expenses for you to be with your travelling companion if he or she cannot continue their journey for the same reason.

We will also reimburse the **reasonable** accommodation and travel expenses of **your travelling companion** or a **relative** to travel to **you**, stay near **you** or escort **you**, if **you** are in **hospital** suffering from a life threatening or other serious condition, or are evacuated for medical reasons. He or she must travel, stay with **you** or escort **you** on the written advice of a **medical adviser** and with the prior approval of **Allianz Global Assistance**.

- b) If you shorten your journey and return to New Zealand on the written advice of a medical adviser approved by Allianz Global Assistance, we will reimburse the reasonable additional cost of your return to New Zealand. We will only pay the cost of the fare class that you had planned to travel at and you must take advantage of any prearranged return travel to New Zealand.
- c] If, during your journey, your travelling companion or a relative of either of you:
 - dies unexpectedly;
 - is disabled by an injury; or
 - becomes seriously sick and requires hospitalisation

(except where the relevant death, **injury** or **sickness arises** out of a **pre-existing medical condition**), we will reimburse the **reasonable** additional cost of **your** return to New Zealand. **We** will only pay the cost of the fare class **you** had planned to travel at.

Cover under 3.1.1 d] only applies to the Comprehensive Plan

- d] We will reimburse you for airfares for you to return to the place you were when your journey was interrupted, if you return to your home because:
 - during your journey, a relative of yours dies unexpectedly or is hospitalised following a serious injury or a sickness (except arising from a pre-existing medical condition); and
 - it is possible for your journey to be resumed; and
 - there is more than 14 days remaining of the period of cover, as noted on your Certificate of Insurance; and
 - you resume your journey within 12 months of your return to New Zealand.

The most **we** will pay under this benefit is \$3,000 for **individual** cover.

- e] In addition, we will reimburse your reasonable additional travel and accommodation expenses if a disruption to your journey arises from any of the following reasons:
 - your scheduled or connecting transport is cancelled, delayed, rescheduled or diverted because of a strike, riot, hijack, civil protest, weather, natural disaster or accident affecting your mode of transport;
 - you unknowingly break any quarantine rule;
 - you lose your passport, travel documents or transaction cards or they are stolen; or
 - your home is rendered uninhabitable by fire, explosion, earthquake or flood.

If you do not have a return ticket booked to New Zealand before you were injured or became sick, we will reduce the amount of your claim by the price of the fare to New Zealand from the place you planned to return to New Zealand from. The fare will be at the same fare class as the one you left New Zealand on.

Whenever claims are made by **you** under this section and **SECTION 2.1 CANCELLATION FEES & LOST DEPOSITS** 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.

3.1.2 WE WILL NOT PAY

We will not pay:

- a) if you were aware of any reason, before your period of cover commenced, that may cause your journey to be cancelled, disrupted or delayed;
- b] if the death, injury or illness of you, your travelling companion, a relative or any other person arises from a pre-existing medical condition;
- **c]** if **you** can claim **your** additional travel and accommodation expenses from anyone else;
- d) if your claim relates to the financial collapse or insolvency of any travel agent, tour wholesaler, tour operator or booking agent;
- e) for cancellations, delays, rescheduling or diversions to your scheduled or connecting transport unless it is due to a strike, riot, hijack, civil protest, weather, natural disaster or accident affecting your mode of transport;
- f] if you operate a rental vehicle in violation of the rental agreement; or
- g] as a result of you or your travelling companion changing plans, or by the breakdown or dissolution of any personal or family relationship.

SECTION 3.2 TRAVEL DELAY EXPENSES

3.2.1 WE WILL PAY

We will reimburse the cost of **your reasonable** additional meals and accommodation expenses if a delay to **your journey**, for at least 6 hours, arises from circumstances outside **your** control.

We will pay up to \$200 at the end of the initial 6 hour period. In addition **we** will pay up to \$200 for each full 24 hour period that the delay continues beyond the initial 6 hour delay.

3.2.2 WE WILL NOT PAY

We will not pay if a delay to **your journey arises** from any of the following reasons:

- a) the financial collapse or insolvency of any travel agent, tour wholesaler, tour operator or booking agent; or
- **b]** an act or threat of terrorism.

Nor will we pay if:

c] you can claim your additional meals and accommodation expenses from anyone else.

SECTION 3.3 ALTERNATIVE TRANSPORT EXPENSES

3.3.1 WE WILL PAY

We will pay **your reasonable** additional travel expenses to reach a wedding, funeral, conference, sporting event or prepaid travel/ tour arrangements on time if **your** scheduled transport is cancelled, delayed, shortened or diverted and that means **you** would not arrive on time.

3.3.2 WE WILL NOT PAY

We will not pay:

- a) if the cancellation, delay, shortening or diversion of your scheduled transport arises from the financial collapse or insolvency of any travel agent, tour wholesaler, tour operator or booking agent; or
- **b]** if **your** claim **arises** from an act or threat of terrorism.

SECTION 4.1 LUGGAGE & PERSONAL EFFECTS

4.1.1 WE WILL PAY

- a] If, during your journey, your luggage and personal effects are stolen, accidentally damaged or are permanently lost we will pay the lesser of:
 - the repair cost;
 - the replacement cost;
 - the amount it would cost us to repair or replace the item(s) allowing for any trade discounts we are entitled to:
 - the original purchase price; or
 - the depreciated value after allowing for age, wear and tear.

We have the option to repair or replace the **luggage and** personal effects instead of paying you.

- **b]** The maximum amount **we** will pay for any item (i.e. the item limit) is:
 - \$3,000 for personal computers, video recorders or cameras;
 - \$1,000 for mobile phones (including PDAs and any items with phone capabilities); and
 - \$750 for all other items.

A pair or related set of items, for example (but not limited to):

- a camera, lenses (attached or not), tripod and accessories;
- a matched or unmatched set of golf clubs, golf bag and buggy; or
- a matching pair of earrings,

are considered as only one item for the purpose of this insurance, and the appropriate single item limit will be applied.

c] Luggage and personal effects left in a motor vehicle are only covered during daylight hours and must have been left in a concealed storage compartment of a locked motor vehicle, and forced entry must have been made. The most we will pay is \$200 for each item, and \$2,000 in total for all stolen items.

4.1.2 WE WILL NOT PAY

We will not pay a claim in relation to your luggage and personal effects if:

- a) you do not report the loss, theft or misplacement within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority you were travelling on when the loss, theft or misplacement occurred. You must prove that you made such report by providing us with a written statement from whoever you reported it to;
- b) your valuables or their accessories are checked in to be transported in the cargo hold of any aircraft, ship, train, tram or bus (including any loss from the point of check in until collection by you from the baggage carousel or collection area at the end of your flight, voyage or trip);

- c] the loss, theft or damage is to, or of, electronic data, software or any other intangible asset;
- d] the loss, theft or damage is to, or of, bicycles;
- e] the loss, theft, or damage is to, or of, cash, bank notes, currency notes, cheques or negotiable instruments;
- 1 the loss, theft or damage is to, or of, items left behind in any hotel or motel room after you have checked out, or items left behind in any aircraft, ship, train, tram, taxi or bus;
- g] the loss, theft or damage is to, or of, watercraft of any type (other than surfboards);
- h] the luggage and personal effects were being sent unaccompanied by you or under a freight contract;
- i) the loss or damage arises from any process of cleaning, repair or alteration;
- i] the loss or damage arises from ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin;
- k] the luggage and personal effects were left unsupervised in a public place;
- the loss theft or damage is to, or of, valuables left unattended in a motor vehicle at any time;
- m] the luggage and personal effects were left unattended in a motor vehicle, unless they were left in a concealed storage compartment of a locked motor vehicle;
- n] the luggage and personal effects were left overnight in a motor vehicle:
- the luggage and personal effects have an electrical or mechanical breakdown:
- p] the luggage and personal effects are fragile, brittle or an electronic component is broken or scratched - unless either:
 - it is the lens of spectacles, binoculars or photographic or video equipment; or
 - the breakage or scratch was caused by a crash involving a vehicle in which you are travelling;
- q] you are entitled to be reimbursed by the bus line, airline, shipping line or rail authority you were travelling on when the loss, theft, misplacement or damage occurred. However, if you are not reimbursed the full amount of your claim, we will pay the difference between the amount of your loss and what you were reimbursed, up to the limit of your cover (allowing for depreciation due to age, wear and tear);
- r] the loss or damage is to, or of, sporting equipment while in use (including surfboards); or
- s] the loss, theft or damage is to, or of, furniture, furnishings or household appliances.

SECTION 4.2 LUGGAGE AND PERSONAL EFFECTS DELAY EXPENSES

4.2.1 WE WILL PAY

We will reimburse you if any items of your luggage and personal effects are delayed, misdirected or misplaced by the carrier for more than 12 hours, and in our opinion it was necessary for you to purchase essential items of clothing or other personal items.

You must provide written proof from the **carrier** who was responsible for **your luggage and personal effects** that they were delayed, misdirected or misplaced.

We will deduct any amount **we** pay **you** under this Section for any subsequent claim for lost **luggage and personal effects** (Section **4.1**).

4.2.2 WE WILL NOT PAY

We will not pay if **you** are entitled to compensation from the bus line, air line, shipping line or rail authority **you** were travelling on for the relevant amount claimed. However, if **you** are not reimbursed the full amount, **we** will pay the difference between the amount of **your** expenses and what **you** were reimbursed, up to the limit of **your** cover.

SECTION 4.3 TRAVEL DOCUMENTS, TRANSACTION CARDS & TRAVELLERS CHEQUES

4.3.1 WE WILL PAY

- a) If any essential travel documents (including passports), transaction cards or travellers cheques are lost by you, stolen from you or destroyed during your journey, then we will pay the issuer's fees for the replacement costs (including communication costs) of the items lost, stolen or destroyed.
- b] If during your journey, your transaction cards or travellers cheques are lost or stolen, then we will pay for any loss resulting from the fraudulent use of the transaction cards or travellers cheques.

4.3.2 WE WILL NOT PAY

- a) We will not pay if you do not report the loss or theft within 24 hours to the police and, in the case of transaction cards or travellers cheques, to the issuing bank or company in accordance with the conditions under which the transaction cards or travellers cheques were issued. You must prove that you made such report by providing us with a written statement from whosoever you reported it to.
- b) We will not pay for any amounts covered by any guarantee given by the bank or issuing company to you as the holder of the transaction cards or travellers cheques.

SECTION 4.4 THEFT OF CASH

4.4.1 WE WILL PAY

We will pay for cash, bank notes, currency notes, postal orders or money orders stolen from **your** person during **your journey**.

4.4.2 WE WILL NOT PAY

- a) We will not pay if you do not report the theft within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority you were travelling on when the theft occurred. You must prove that you made a report by providing us with a written statement from whoever you reported it to.
- b) We will not pay if the cash, bank notes, currency notes, postal orders or money orders were not on your person at the time they were stolen.

SECTION 5.1 RENTAL VEHICLE INSURANCE EXCESS

WHAT YOU ARE COVERED FOR

Cover is only provided under this section if **you** have purchased motor vehicle insurance or damage waiver from the rental company or agency **you** rented the **rental vehicle** from. This insurance does not cover items such as, but not limited to, tyres and/or winscreens if they are not covered by the motor vehicle insurance or damage waiver purchased from the rental company or agency.

This section only provides cover for the excess payable under the motor vehicle insurance or the liability fee payable under the damage waiver specified in **your** rental agreement up to the limit shown in the **TABLE OF BENEFITS** under the Plan **you** have selected.

5.1.1 WE WILL PAY

- a] If, during your period of cover, a rental vehicle you have rented from a rental company or agency is:
 - involved in a motor vehicle accident while you are driving it, or
 - damaged or stolen while in your custody,

then we will pay the lesser of:

- the motor vehicle insurance excess or the liability fee you are required to pay under a damage waiver, or
- property damage for which you are liable.

You must provide a copy of:

- your rental vehicle agreement,
- an incident report that was completed,
- · repair account, and
- an itemised list of the value of the damage
- written notice from the rental company or agency advising that you are liable to pay the excess or liability fee.
- b] If your attending medical adviser certifies in writing that you are unfit to return your rental vehicle to the nearest depot during your journey, then we will pay up to \$500 for the cost of returning your rental vehicle.

We will also pay up to the limits shown in your Certificate of Insurance for any additional cover purchased under the ADDITIONAL OPTION - INCREASED RENTAL VEHICLE INSURANCE EXCESS COVER, if available to you.

5.1.2 WE WILL NOT PAY

We will not pay a claim involving the theft or damage to **your rental vehicle** if the claim **arises** directly or indirectly from, or is in any way connected with, or is for:

- **a] you** using the **rental vehicle** in breach of the rental agreement.
- b] you using the rental vehicle without a licence for the purpose that you were using it.
- c] administrative charges or fees of the rental company that are not a component of a motor vehicle insurance excess or liability fee.

SECTION 6.1 PERSONAL LIABILITY

6.1.1 WE WILL PAY

If you become legally liable to pay compensation for:

- death or bodily injury to someone else, or
- physical loss of, or damage to, someone else's property

as a result of an accident, or a series of accidents **arising** out of the one event, that happens during **your journey**, then **we** will cover **you** for:

- the compensation (including legal costs) awarded against you, and
- any reasonable legal costs incurred by you for settling or defending a claim made against you, providing you have approval in writing from Allianz Global Assistance before incurring these costs.

We must be told as soon as **you** or **your** personal representatives are aware of a possible prosecution, inquest, fatal injury, **accident** or incident which might lead to a claim against **you**.

You must not pay or promise to pay, settle with, admit or deny liability to anyone who makes a claim against **you** without **our** written consent.

6.1.2 WE WILL NOT PAY

We will not pay any amount **you** become legally liable to pay if the liability **arises** directly or indirectly from, or is in any way connected with, or is for:

- a) bodily injury to you, your travelling companion or to a relative or employee of any of you;
- b) loss of or damage to property belonging to, or in the care, custody or control of you, your travelling companion, a relative or an employee of any of you;
- c] your ownership, custody, control or use of any firearm or weapon, aerial device, watercraft or motorised vehicle;
- **d] your** conduct of, or employment in any business, profession, trade or occupation;
- e] any loss, damage or expenses which are covered or should have been covered under a statutory or compulsory insurance policy, statutory or compulsory insurance or compensation scheme or fund, or under Workers Compensation legislation, an industrial award or agreement, or Accident Compensation legislation;
- any fine or penalty, or aggravated, punitive, exemplary or liquidated damages;
- g] illness, sickness or disease that is transmitted by you;
- h] any relief or recovery other than monetary amounts;
- i] a contract that imposes on you a liability which you would not otherwise have;
- j] assault and/or battery committed by you or at your direction;
- k] any act intended to cause bodily injury, property damage or liability done by you or any person acting with your knowledge, connivance or consent;

CLAIMS

First check that **you** are covered by **your policy** by reading the appropriate section in the **policy** and the **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS** to see exactly what is, and is not covered, noting particularly any conditions limitations and exclusions.

HOW TO MAKE A CLAIM

You must give notice of **your** claim as soon as possible by completing a claim form and sending it to the address shown on the back cover of this **policy** wording or by calling the contact number also shown on the back cover of this **policy** wording. **You** can download a claim form from www.travelclaims.com.au

If there is a delay in claim notification, or **you** do not provide sufficient detail to process **your** claim, **we** can reduce **your** claim by the amount of prejudice **we** have suffered because of the delay.

You must give any information **Allianz Global Assistance** reasonably asks for to support **your** claim at **your** expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of purchase and ownership. If required they may ask **you** to provide them with translations into English of any such documents to enable their assessment of **your** claim.

You must co-operate at all times in relation to providing supporting evidence and such other information that may reasonably be required.

- a] If you think that you may have to cancel your journey or shorten your journey you must tell us as soon as possible. Contact Allianz Global Assistance using the contact number, or if overseas the 24 HOUR EMERGENCY ASSISTANCE number, shown on the back cover of this policy wording.
- **b]** For medical, **hospital** or dental claims, contact **Allianz Global Assistance** as soon as practicable.
- c] For loss or theft of your luggage and personal effects, report it immediately to the police and obtain a written notice of your report.
- d] For damage or misplacement of your luggage and personal effects, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- e] Submit full details of any claim in writing within 30 days of **your** return **home**.

CLAIMS ARE PAYABLE IN NEW ZEALAND DOLLARS TO YOU

We will pay all claims in New Zealand dollars. **We** will pay **you** unless **you** tell **us** to pay someone else. The rate of currency exchange that will apply is the rate at the time **you** incurred the expense.

Payment will be made by direct credit to an New Zealand bank account nominated by **you**.

YOU MUST NOT ADMIT FAULT OR LIABILITY

You must not admit that **you** are at fault, for any accident, incident or event causing a claim under **your policy**, and **you** must not offer or promise to pay any money, or become involved in legal action, without the approval of **Allianz Global Assistance**.

YOU MUST HELP US TO RECOVER ANY MONEY WE HAVE PAID

If we have a claim against someone in relation to the money we have to pay or we have paid under your policy, you must do everything you can to help us do that in legal proceedings. If you are aware of any third party that you or we may recover money from, you must inform us of such third party.

IF YOU CAN CLAIM FROM ANYONE ELSE, WE WILL ONLY MAKE UP THE DIFFERENCE

If **you** can make a claim against someone in relation to a loss or expense covered under this policy and they do not pay **you** the full amount of **your** claim, **we** will make up the difference. **You** must claim from them first.

OTHER INSURANCE

If any loss, damage or liability covered under this **policy** is covered by another insurance policy, **you** must give **us** details.

We will only make any payment under this **policy** once the other insurance **policy** is exhausted. If we have paid **your** claim in full first, we may seek contribution from **your** other insurer. **You** must give us any information we reasonably ask for to help us make a claim from **your** other insurer.

SUBROGATION

We may, at our discretion undertake in your name and on your behalf, control and settlement of proceedings for our own benefit in your name to recover compensation or secure indemnity from any party in respect of anything covered by this policy. You are to assist and permit to be done, everything required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated, upon us paying your claim under this policy regardless of whether we have yet paid your claim and whether or not the amount we pay you is less than full compensation for your loss. These rights exist regardless of whether your claim is paid under a non-indemnity or an indemnity clause of this policy.

RECOVERY

We will apply any money **we** recover from someone else under a right of subrogation in the following order:

- To us, our costs (administration and legal) arising from the recovery.
- To us, an amount equal to the amount that we paid to you under your policy.
- 3. To you, your uninsured loss (less your excess).
- 4. To you, your excess.

Once we pay your total loss we will keep all money left over.

If **we** have paid **your** total loss and **you** receive a payment from someone else for that loss or damage, **you** must pay **us** the amount of that payment up to the amount of the claim **we** paid **you**.

If **we** pay **you** for lost or damaged property and **you** later recover the property or it is replaced by a third party, **you** must pay **us** the amount of the claim **we** paid **you**.

FRAUD

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. **We** encourage the community to assist in the prevention of insurance fraud.

You can help by reporting insurance fraud by calling **Allianz Global Assistance** on 0800 778 109. All information will be treated as confidential and protected to the full extent under law.

24 hour emergency assistance

within New Zealand: 0800 778 103 from Overseas: +617 3305 7465

Sales enquiries

within New Zealand: 0800 778 108 from Overseas: +617 3305 7491

Claims enquiries

within New Zealand: 0800 778 109 from Overseas: +617 3305 7492

(+ means that you need to dial the outbound International Dialling Code from the Country you are making the telephone call from).

This insurance is arranged by

Virgin Australia Airlines Pty Ltd, ABN 36 090 670 965 (Incorporated in Australia) 56 Edmonstone Road, Bowen Hills, QLD 4006, Australia as agent for Allianz Global Assistnce

This insurance is issued and managed by

AGA Assistance Australia Pty Ltd ABN 52 097 227 177 (Incorporated in Australia) trading as Allianz Global Assistance 152 Fanshawe Street, Auckland 1010

This insurance is underwritten by

Allianz Australia Insurance Limited (Allianz)
ABN 15 000 122 850 (Incorporated in Australia)
trading as Allianz New Zealand
152 Fanshawe Street, Auckland 1010

