

# Corporate Travel Insurance



**orbit**  
WORLD TRAVEL

*Travel that inspires*

## Corporate Travel Insurance

As a client of Orbit World Travel you now have access to a world class travel insurance policy with some fantastic features. In partnership with Allianz Global Assistance, an acknowledged world leader in travel insurance and emergency assistance services, Orbit is pleased to offer corporate travel insurance and medical assistance to our clients.

Allianz Global Assistance Group has 10,000 employees in 33 centres and 28 countries. They are there to help you when the unexpected happens, providing an unparalleled level of service.

### COMPETITIVE AND FLEXIBLE PRICING

Orbit and Allianz Global Assistance offer a range of competitive pricing structures starting from as little as \$3.50 per day\*. You can choose to be charged a per day rate each time you travel, or purchase an annual policy covering all your employees' business travel.

### PRE EXISTING MEDICAL COVER

We have kept this straight-forward and kept exclusions to an absolute minimum. For business travel:

- 21 days or less in duration – provided you don't have a medical condition (as listed in Group 1 of the Pre-Existing Medical Conditions section of this brochure) you are automatically covered.
- more than 21 days in duration – ask your travel consultant to arrange a quotation.

Please ensure you read the full policy wording for details of the terms, conditions, exclusions and limits of cover.

\* The rate depends on your annual travel spend

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## About this Policy Wording

This Policy Wording 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.

This Policy Wording, together with the Certificate of Insurance and any written endorsements by us, make up your contract with us. Please retain these documents in a safe place.

### ABOUT ALLIANZ GLOBAL ASSISTANCE

The Allianz Global Assistance Group is a world leader in assistance, travel insurance and customer services. Allianz Global Assistance is the trading name of AGA Assistance Australia Pty Ltd ABN 52 097 227 177 (Incorporated in Australia). Allianz Global Assistance has been appointed and authorised by Allianz to:

- enter into and issue this Policy;
- deal with and settle claims under this Policy; and
- administer all emergency assistance services and benefits of this Policy.

When Allianz Global Assistance does these things, it is acting as the agent of Allianz, not as your agent.

You may contact Allianz Global Assistance in an emergency 24 hours a day, 7 days a week.

### ABOUT ALLIANZ

Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand, Level 1, 152 Fanshawe Street, Auckland 1010 (Allianz) is the insurer of this Policy. Allianz is part of the Allianz Group, one of the world's most renowned insurers and financial services providers. In New Zealand, Allianz draws on this experience and specialist knowledge to provide comprehensive and innovative solutions for local companies.

### CONTACTING ALLIANZ GLOBAL ASSISTANCE

Contacting us is easy. You may call us, mail us, email us or obtain further information from our web site [www.allianz-assistance.com.au](http://www.allianz-assistance.com.au)

### CLAIMS ENQUIRIES

In the event of a claim, you should advise us as soon as reasonably possible. To advise us of a claim, or for any other enquiries, please:

- call us on 0800 574 904 from within New Zealand;
- e-mail us at [travelclaims@allianz-assistance.com.au](mailto:travelclaims@allianz-assistance.com.au); or
- mail us at PO Box 112316, Penrose, Auckland 1642 New Zealand.

Please note: for claims purposes, evidence of the value of the property insured or the amount of any loss must be kept.

### 24 HOUR EMERGENCY ASSISTANCE

In the event of an emergency, please:

- call us on 0800 778 103 from within New Zealand;
- call us on +61 7 3305 7499 (reverse charge) from anywhere in the world.

### SALES ENQUIRIES

For a sales enquiry or if you require any other information, please contact your local House of Travel outlet.

### UNDERSTANDING YOUR POLICY AND ITS IMPORTANT TERMS AND CONDITIONS

To properly understand this Policy's significant features, benefits and risks you need to carefully read each of the types of cover and benefits in Section 1 to Section 16. The sub-headings **We will pay for** and **We will not pay for** describe the coverage and exclusions within each Section. The cover provided under each Section can be affected by the following:

- **"About this Policy Wording"** and **"Important Matters"**. These set out how you apply for cover, the basis on which we insure you, the Duty of Disclosure you need to meet before we insure you, our privacy notice and our dispute resolution procedures;
- the Section titled **"Words with Special Meanings"** – it sets out what we mean by certain words used in your Policy;

- the Section titled **"General Exclusions Applicable to all Sections"** – it sets out the general exclusions that apply to all Sections;
- the Certificate of Insurance and any endorsements or other written changes to the cover we issue you with – these contain specific details relevant to you and can affect the cover. The Certificate of Insurance also sets out several important matters which include the period of cover and your name; and
- the Section titled **"Making a Claim"** which sets out certain obligations upon you if you wish to make a claim. If you do not meet them we may refuse to pay a claim.

## Words with Special Meanings

Some words used in the Policy have a special meaning. When these words are used, they have the meaning set out below.

**"act of terrorism"** means an act which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic 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. An act of terrorism may include but is not limited to the use of force or violence and/or 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).

**"break"** means a complete break of a bone and does not include a hairline fracture.

**"business associate"** means:

- an insured person's business partner or co-director who is under 76 years of age and is permanently residing in the insured person's country of residence; or
- an insured person's business associate under 76 years of age who has made prior arrangements to travel with an insured person on their journey.

**“country of residence”** means:

- New Zealand; or
- the country the insured person is a resident of and which gives the insured person resident health care rights in that country.

**“depreciation”** means the accounting process we use to work out how much to reduce the value of your property or the insured person’s property by because of its age and condition.

**“economically repaired”** means that it costs less to repair the item than to replace it.

**“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 amount you must pay towards a Claim under some Sections of the Policy. We will only apply one excess to all Claims arising out of the same event. You will find the amount of the excess in the Policy wording.

**“extortion”** means to intimidate by a threat or series of threats to kidnap, murder or cause bodily injury in order to gain ransom monies.

**“financial failure”** means the insolvency, bankruptcy, provisional liquidation, winding up, the appointment of a Receiver, Manager or Administrator, entry into any official or unofficial arrangement with creditors, stopping the payment of debts, a restructure or composition with creditors or the happening of anything of a similar nature under the laws of any jurisdiction.

**“forcible and violent entry”** means there is physical evidence that an uninvited person has used something other than a key or remote control to force entry or access.

**“injury”** means bodily harm caused by or arising out of accidental, external and visible means.

**“insured person”** means your directors, officers and/or employees named in the Certificate of Insurance plus their dependant children under 21 years of age, travelling with the insured person, all of whom are under 76 years of age.

**“journey”** means the travel we insure the insured person for that starts when they leave their residence or place of business, whichever is the place of departure for the commencement of the travel and continues until the insured person returns to his or her residence or place of business, whichever occurs first.

**“kidnapped” or “kidnapping”** means the seizing, detaining or carrying away of the insured person (except a dependant by his or her parent or a business associate) by force or fraud for the purpose of demanding extortion/ransom monies.

**“loss of limbs”** means total and permanent loss of use of:

- both feet; or
- both hands; or
- one hand and one foot.

**“motor vehicle”** means a rented or hired sedan and/or stationwagon or other non-commercial vehicle, including any four wheel drive which is not used for the carriage of commercial goods, which is rented or hired from a licensed motor vehicle / hire company and shall not include any other vehicle unless such vehicle is of similar standard and engine capacity to which the insured person is accustomed.

**“negotiable instrument”** means a legal document that represents money and that can be legally transferred in title from one person to another.

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

**“paralysis”** means the total and permanent loss of function of one or more limbs resulting from spinal cord injury or from brain injury caused by an accident only. Included in this definition are Paraplegia, Diplegia and Hemiplegia.

**“period of cover”** means the period we insure you for under your Policy. The period of cover is the 12 month period set out in the Certificate of Insurance.

**“permanent”** means continuing for at least twelve months and which thereafter will, in all probability, continue for life.

**“pre-existing medical condition”** means:

- a) An ongoing medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- b) A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor) at any time in the past, prior to policy purchase;
- c) Any condition for which you take prescribed medicine;
- d) Any condition for which you have had surgery;
- e) Any condition for which you see a medical specialist; or
- f) Pregnancy.

This definition applies to the insured person, a relative, a business associate, or any other person.

**“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, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private car parks, public toilets and general access areas.

**“ransom monies”** means any monetary loss which you incur in the delivery of cash, marketable goods, services or property to secure the release of the kidnapped insured person or pay an extortion demand.

**“relative”** means any of the following who are resident in New Zealand and under 85 years of age: fiancé, fiancée, spouse, legally recognised de facto, parent, parent-in-law, son, daughter, daughter-in-law, son-in-law, stepson, stepdaughter, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, step-parent, or guardian.

“third degree burns” means full thickness burns caused by an accident only to:

- at least 40% of the body surface area; or
- both hands, requiring surgical debridement and/or grafting; or
- the face, requiring surgical debridement and/or grafting.

“Total Disablement” means as a result of an injury that entirely prevents an insured person from:

- carrying out all the normal duties of their usual occupation, business or profession; or
- carrying out all the normal duties of all their occupations where they are engaged in more than one occupation.

“unsupervised” means the insured person leaving their luggage:

- with a person they did not know prior to commencing their journey;
- where it can be taken without their knowledge; or
- at such a distance from them that they are unable to prevent it from being taken.

“we” or “our” or “us” means the Insurer of your Policy, Allianz Australia Insurance Limited.

“you” and “your” means the Company or Partnership named in the Certificate of Insurance.

## Summary of Benefits

This is only a summary of the benefits. Please read this Policy Wording carefully for complete details of what **We will pay** and what **We will not pay**, and which of the Sections are provided under each Plan (see pages 12 to 23). Importantly, please note that exclusions do apply, as well as limits to the cover.

### BENEFIT

#### Section 1 - Cancellation Charges

We will reimburse any cancellation charges for travel or accommodation or travel agent fees that the insured person incurs if their travel or accommodation is cancelled by circumstances beyond their control.

#### Section 2 - Emergency Medical Expenses

We will cover certain hospital and other medical expenses that the insured person incurs outside of their country of residence during their journey. We will also cover up to \$5,000 for continuing registered medical, surgical and hospital treatment in a public hospital, upon the insured person’s return to New Zealand.

#### Section 3 - Additional Expenses for Travel and Accommodation

We will cover additional travel and accommodation expenses that the insured person incurs during their journey as a result of injury or illness. We will also pay additional travel and accommodation costs to resume the journey if the insured person was forced to return to their country of residence as a result of the injury or illness.

#### Section 4 - Cash Paid while the Insured Person is in Hospital

We will pay a cash allowance of \$200 for each day that the insured person is a patient in an overseas hospital, provided that the insured person was in hospital for more than two days.

#### Section 5 - Delayed Travel

We will reimburse the accommodation and meal expenses that the insured person incurs if their scheduled transport is delayed for 12 hours or more.

#### Section 6A - Personal Baggage

We will pay for the loss or damage to the insured person’s personal baggage, clothing or personal effects that they take with them or buy on their journey.

#### Section 6B - Replacing Essential Personal Items

We will reimburse the costs the insured person incurs in replacing essential personal items that they need while waiting for the return of their baggage that is temporarily lost during their journey.

#### Section 6C - Travel Documents, Credit Cards, Travellers Cheques

We will pay the cost of replacing the insured person’s personal travel documents, credit cards or travellers cheques which are lost or stolen during their journey. There is also cover for the legal liability arising due to the unauthorised use of their personal travel documents, credit cards or travellers cheques.

#### Section 6D - Money, Bank or Currency Notes or Negotiable Instruments

We will reimburse the theft of money and negotiable instruments that the insured person has taken on the journey for personal use. We will also pay for any legal liability that arises from the unauthorised use of the money or negotiable instruments.

#### Section 6E - Business Documents

We will pay the cost of replacing business documents that are stolen on the insured person’s journey.

#### Section 7 - Personal Legal Liability

We will indemnify you and the insured person against amounts which you and the insured person are legally liable to pay as a result of a court order made against you or the insured person for bodily injury to, or death of, a third party or for loss or damage to property owned by a third party. We will also pay for the legal costs of defending such a court action.

#### Section 8 - Substitute Person to Complete Your Business

We will pay for the costs of a substitute person completing the original business purpose of the insured person’s journey that the insured person was unable to complete due to injury or illness.

#### Section 9 - Emergency Alternative Travel

We will reimburse the costs of emergency alternative travel as a result of riot, strike, civil protest, hijack or natural disaster to enable the insured person to attend business meetings or conferences that cannot be delayed.

#### Section 10 - Loss of Income

We will pay you the insured person’s average weekly income if the insured person is incapacitated for more than 30 days as a result of injury occurring during the journey.

#### Section 11 - Personal Injury

We will pay an amount set out in the Compensation Table – Capital Benefits as a death benefit or for certain major disabilities (e.g. loss of limbs) suffered during the journey by the insured person.

## Section 12 - Rental Car Excess

We will reimburse you for any excess you or the insured person pay to a vehicle rental hire company if the insured person has an accident during their journey.

## Section 13 - Kidnap, Ransom and Extortion

We will reimburse ransom monies paid by you following kidnapping, alleged kidnapping or extortion of an Insured Person during their journey.

## Section 14 - Political Risk, Environmental and Natural Disaster Evacuation Expenses

We will pay for the costs of returning the insured person to New Zealand and/or evacuating the insured person from the country they are in if the government or consular officials recommend that the insured person leave the country they are in or if they are expelled from the country they are in or there is an environmental or natural disaster.

## Section 15 - Extra Territorial Workers' Compensation

We will pay if an insured person is outside of New Zealand or their country of residence and they sustain an occupational disease or injury and you are required to pay amounts under any workers' compensation law in that country or pay for a court award made against you arising from the occupational disease or injury.

## Section 16 - Business Travellers Family Assistance

We will pay if an insured person suffers accidental bodily injury which results in death.

SCHEDULE OF BENEFITS			
Section & Benefit			Limits
1	Cancellation Charges	Maximum for Travel Agents Cancellation Fees	Lesser of 10% of journey cost or \$1,000
		Maximum in respect of all claims arising out of any one event (per person)	Unlimited
2	Emergency Medical Expenses	Maximum in respect of all claims arising out of any one event	Unlimited
		Overseas Assistance and Overseas Emergency Medical Evacuation	Included
		Ongoing Medical Expenses within New Zealand	\$5,000
3	Additional Expenses for Travel and Accommodation	Maximum for Additional Expenses in respect of all claims arising out of any one event (per person)	Unlimited
		Maximum for Resumption of Journey Additional Benefit	\$4,000
4	Cash Paid while the Insured Person is in Hospital	Maximum per day	\$200
		Maximum in respect of all claims arising out of any one event (per person)	\$6,000
5	Delayed Travel	Amount for Delayed Travel for each 12 hour period	\$200
		Maximum in respect of all claims arising out of any one event (per person)	\$4,000
6A	Personal Baggage	Maximum in respect of all claims arising out of any one event (per person)	\$20,000
		For Cameras or Video Recorders – Maximum per item	\$3,000
		Portable Business Equipment – Maximum per item	\$10,000
		All other Personal Baggage items – Maximum per item	\$2,500
6B	Replacing Essential Personal Items	Maximum in respect of all claims arising out of any one event (per person)	\$1,000
6C	Travel Documents, Credit Cards, Travellers Cheques	Maximum in respect of all claims arising out of any one event (per person)	\$2,500
6D	Money, Bank or Currency Notes or Negotiable Instruments	Maximum in respect of all claims arising out of any one event (per person)	\$1,000

6E	Business Documents	Maximum in respect of all claims arising out of any one event	\$2,500
7	Personal Legal Liability	Maximum in respect of all claims arising out of any one event	\$10,000,000
8	Substitute Person to Complete Your Business	Maximum in respect of all claims arising out of any one event	\$10,000
9	Emergency Alternative Travel	Maximum in respect of all claims arising out of any one event (per person)	\$15,000
10	Loss of Income	Maximum per month	\$6,000
		Excess Period	30 days
		Benefit Period	104 weeks
11	Personal Injury	Accidental Death – Capital Benefit	\$100,000
		Accidental Total and Permanent Disability – Capital Benefit	\$100,000
		Additional Capital Benefits	\$10,000
		Aggregate Limit for all insured persons	\$5,000,000
12	Rental Car Excess	Maximum in respect of all claims arising out of any one event	\$5,000
13	Kidnap, Ransom and Extortion	Maximum in respect of all claims arising out of any one event	\$250,000
14	Political Risk, Environmental and Natural Disaster Evacuation Expenses	Maximum in respect of all claims arising out of any one event	\$25,000
15	Extra Territorial Worker's Compensation	Maximum per week in respect of compensation	\$6,000
		Maximum in respect of damages and costs at common law	\$500,000
		Maximum in respect of compensation and damages arising out of any one event in respect of any one insured person	\$500,000
		Maximum Aggregate Limit of Liability for all insured persons per period of cover	\$1,000,000
16	Business Travellers Family Assistance	Maximum in respect of all claims arising out of any one event	\$15,000

## Pre-Existing Medical Conditions

### PREGNANCY

This section outlines the cover available for medical expenses or cancellation costs arising from, or related to, pregnancy. There is no need to complete a Medical Declaration Form for the cover detailed in the table below.

In any event we will not pay medical expenses for:

- regular antenatal care
- childbirth at any gestation
- care of the newborn child

No cover is available for your pregnancy if your journey extends past the 26th week for a single pregnancy or past the 19th week for a multiple pregnancy.

FERTILITY TREATMENT	OUTCOME
You are not yet pregnant, however, you are undergoing fertility treatment, now, or before your journey commences.	No cover is available for this treatment or any resulting pregnancy.
YOUR PREGNANCY	OUTCOME
You have a single, uncomplicated pregnancy, which did not arise from services or treatment associated with an assisted reproduction program including but not limited to in vitro fertilisation.	Cover is available for journeys ending on or before 26 weeks gestation.
You have a single uncomplicated pregnancy, which arises from services or treatment associated with an assisted reproduction program including but not limited to in vitro fertilisation.	Cover is available if you pay an additional premium under a Pre-existing Medical Condition Plan for journeys ending on or before 26 weeks gestation.
You have a multiple uncomplicated pregnancy, which does not arise from services or treatment associated with an assisted reproduction program including but not limited to in vitro fertilisation.	Cover is available if you pay an additional premium under a Pre-existing Medical Condition Plan for journeys ending on or before 19 weeks gestation.
You have a multiple pregnancy, which arises from services or treatment associated with an assisted reproduction program including but not limited to in vitro fertilisation.	Cover is not available.
You have experienced any pregnancy complications prior to your policy being issued.	Cover is not available.

Complications are defined as “Any secondary diagnosis occurring prior to, during the course of, concurrent with, or as a result of the pregnancy, which may adversely affect the pregnancy outcome.”

**YOU MUST CHECK “GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS” PAGES 23 AND 24 FOR OTHER REASONS WHY WE WILL NOT PAY.**

### PRE-EXISTING MEDICAL CONDITIONS

**Please read this section carefully.**

Travel Insurance only provides cover for emergency overseas medical events that are unforeseen. Medical conditions that were pre-existing at the time of the policy being issued are not covered, unless they are a condition that we expressly agree to cover.

If you have a pre-existing medical condition that is not covered by this policy, 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 which can be prohibitive in some countries.

#### What is a Pre-existing Medical Condition?

A pre-existing medical condition means:

- a] An ongoing medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- b] A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor) at any time in the past, prior to policy purchase;
- c] Any condition for which you take prescribed medicine;
- d] Any condition for which you have had surgery;
- e] Any condition for which you see a medical specialist; or
- f] Pregnancy.

This definition applies to the insured person, a relative, a business associate or any other person.

### How do I obtain cover for my Pre-existing Medical Condition?

If you have a pre-existing medical condition and you want cover for that condition, read the following information.

If your journey is for 21 days or less, you do not need to submit a Medical Declaration Form as described in Group 3 as you will be automatically covered for any pre-existing medical conditions, apart from those listed in Group 1 below.

**If you have any questions about pre-existing medical conditions, please contact us on 0800 574 904.**

#### Group 1 – Pre-existing Medical Conditions which are automatically excluded

We will not pay any costs or expenses arising directly or indirectly from any of the following pre-existing medical conditions, e.g. cost of medical care while overseas or cost of cancellation of your travel plans due to a change in health.

1. Any type of cancer that you have previously been diagnosed with, or secondaries from that cancer
2. Any condition for which surgery/treatment/procedure is planned
3. Any condition which arises from signs or symptoms that you are currently aware of, but:
  - 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
4. Any condition for which you have undergone surgery in the past 6 weeks
5. Any condition for which you have ever required spinal or brain surgery
6. Any condition which has caused a seizure in the past 12 months

7. Any chronic or recurring pain (including back pain) requiring regular medication or other ongoing treatment such as physiotherapy or chiropractic treatment
8. Any mental illness as defined by DSM-IV including:
  - a] Dementia, depression, anxiety, stress or other nervous condition; or
  - b] Behavioural diagnoses such as autism; or
  - c] A therapeutic or illicit drug or alcohol addiction
9. Any cardiovascular disease or cerebrovascular disease (see example) if you have:
  - a] Experienced angina (chest pain) within the past 6 months; or
  - b] Had a stroke (cerebrovascular accident or CVA) or a Transient Ischaemic Attack (TIA) within the past 12 months
10. Any cardiac or respiratory condition (see examples) if you:
  - a] require home oxygen therapy; or
  - b] will require oxygen for the journey; or
  - c] have been diagnosed with Congestive Heart Failure
11. Chronic Renal Failure which is treated by haemodialysis or peritoneal dialysis
12. Any AIDS defining illness or any condition associated with immunocompromise
13. Organ transplantation, previous organ transplantation, or any condition for which you are awaiting organ transplantation
14. Any condition for which you have been given a terminal prognosis for any condition with a life expectancy of under 24 months

This travel insurance is available to you, however there is no provision to claim for any of the medical conditions as listed in the above Group 1.

### Group 2 – Pre-existing Medical Conditions which are automatically covered – no additional premium is payable

You are automatically covered if your pre-existing medical condition is described below, provided that you have **not** been hospitalised (including Day Surgery or Emergency Department attendance) for that condition in the past 12 months.

We do not require any further information or a Medical Declaration Form if your condition is described in this list, and has not caused hospitalisation in the past 12 months:

1. Acne
2. Allergies limited to Rhinitis, Chronic Sinusitis, Eczema, Food Intolerance, Hay Fever
3. Asthma – providing that you
  - a] have no other lung disease and
  - b] are less than 60 years of age at the date of policy purchase.
4. Bell's palsy
5. Benign Positional Vertigo
6. Bunions
7. Carpal Tunnel Syndrome
8. Cataracts
9. Coeliac disease
10. Congenital Blindness
11. Congenital Deafness
12. \*Diabetes Mellitus (Type I) – providing you:
  - a] were diagnosed over 12 months ago, and
  - b] have no eye, kidney, nerve or vascular complications, and
  - c] do not also suffer from a known cardiovascular disease, hypertension, hyperlipidaemia or hypercholesterolaemia; and
  - d] are under 50 years of age at the date of policy purchase.
13. \*Diabetes Mellitus (Type II) – providing you:
  - a] were diagnosed over 12 months ago, and
  - b] have no eye, kidney, nerve or vascular complications, and
  - c] do not also suffer from a known cardiovascular disease, hypertension, hyperlipidaemia or hypercholesterolaemia.

14. Dry eye syndrome
15. Epilepsy – providing there has been no change to your medication regime in the past 12 months
16. Folate Deficiency
17. Gastric Reflux
18. Goitre
19. Glaucoma
20. Graves' Disease
21. Hiatus Hernia
22. \*Hypercholesterolaemia (High Cholesterol) – provided you do not also suffer from a known cardiovascular disease and/ or diabetes
23. \*Hyperlipidaemia (High Blood Lipids) – provided you do not also suffer from a known cardiovascular disease and/or diabetes
24. \*Hypertension (High Blood Pressure) – provided you do not also suffer from a known cardiovascular disease and/or diabetes
25. Hypothyroidism, including Hashimoto's Disease
26. Impaired Glucose Tolerance
27. Incontinence
28. Insulin Resistance
29. Iron Deficiency Anaemia
30. Macular Degeneration
31. Meniere's Disease
32. Migraine
33. Nocturnal cramps
34. Osteopaenia
35. Osteoporosis
36. Pernicious Anaemia
37. Plantar fasciitis
38. Raynaud's Disease



39. Sleep apnoea
40. Solar keratosis
41. Trigeminal Neuralgia
42. Trigger finger
43. Vitamin B12 Deficiency

\* Diabetes (Type I and Type II), Hypertension, Hypercholesterolaemia and Hyperlipidaemia are risk factors for cardiovascular disease.

If you have a history of cardiovascular disease, and it is excluded under your policy, cover for these conditions is also excluded.

If hospitalisation has occurred, or your condition does **not** meet the description above, cover is not automatic. You are required to submit a completed Medical Declaration Form, as explained in Group 3.

**Group 3 – Pre-existing Medical Conditions about which we need further information – require approval and an additional premium is payable**

If your pre-existing medical condition does not fall within Group 1 or 2 and you would like to apply for cover for your pre-existing medical condition, we will require you to complete a Medical Declaration Form and send it to us for consideration. We will respond within 1 business day.

**Examples of three (3) common pre-existing medical conditions are set out below:**

**Cardiovascular disease:**

Medical conditions involving the heart and blood vessels are collectively called cardiovascular disease (CVD). All such conditions are interrelated.

If you have ever needed to see a specialist cardiologist, or been diagnosed with a form of CVD such as (but not limited to):

1. Aneurysms
2. Angina
3. Cardiomyopathy
4. Cerebrovascular Accident (Stroke)
5. Disturbances in heart rhythm (cardiac arrhythmias)

6. Previous heart surgery (including valve replacements, bypass surgery, stents)
  7. Myocardial infarction (heart attack)
  8. Transient Ischaemic Attack
- and you do not purchase adequate cover for CVD, you may not be covered for any claims relating to the heart/ cardiovascular system (including heart attacks and strokes).

If any of these conditions are expressly excluded from the policy, all CVD is excluded.

**Warfarin Use:**

Taking the medication Warfarin (also known under the brand names of Coumadin, Jantoven, Marevan, and Waran) has a complex range of serious complications and side effects. These risks are in excess of those associated with the underlying condition for which you take this medication.

If you are currently prescribed the drug, you must complete a Medical Declaration Form (even if you decide not to apply for cover for a pre-existing medical condition) and we must agree in writing to provide cover.

If you do not submit a completed Medical Declaration Form, the General Exclusion in clause k will apply and you will not have cover.

**Chronic Lung Disease:**

If you have ever been diagnosed with a chronic lung disease including (but not limited to) Emphysema and Chronic Bronchitis, Bronchiectasis, Chronic Obstructive Airways Disease (COAD), Chronic Obstructive Pulmonary Disease (COPD) or Asthma and you do not purchase adequate cover for your respiratory disease, you may not be covered for any claims relating to a new airways infection.

If a chronic lung condition is expressly excluded under your policy, all new respiratory infections are also excluded.

If you have a pre-existing medical condition and:

- (i) you do not apply for cover (or you apply for cover and we do not agree to provide cover); or
- (ii) you do not pay the relevant additional premium,

we **will not** pay any claims arising directly or indirectly from, or in any way connected with your pre-existing medical condition.

**PLEASE ALSO READ THE “GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS” ON PAGES 23 AND 24, AND THE SECTION-SPECIFIC EXCLUSIONS ON PAGES 12 TO 23.**

**You cannot apply for cover for conditions outlined in Group 1 (pages 7 and 8 of this Policy Wording).**

A Medical Declaration Form is available from your Orbit consultant. In most cases it can be completed entirely by you. In some cases we will also need a Doctor’s Declaration to be completed by your regular treating doctor, but this is explained in more detail in the Medical Declaration Form.

## Important matters

### PERIOD OF COVER

“Travel” means travel undertaken for the primary purpose of conducting your business which is authorised by you and shall include associated leisure travel.

Cover commences from the time the insured person leaves his or her residence or place of business, whichever is the place of departure for the commencement of the travel and continues until the insured person returns to his or her residence or place of business, whichever occurs first.

### POLICY COVER

Cover includes Sections 1 to 16 while travelling internationally and Sections 1, 3, 5, 6, 7, 9 and 12 while travelling in insured person’s country of residence (with the destination being a minimum of 50km from residence or place of business). There is also cover under Section 2 of up to \$5,000 for ongoing medical expenses within New Zealand upon the insured person’s return to New Zealand, provided treatment is sought in a public hospital where available.

### AGE LIMITS

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

Cover is available to insured persons under 76 years of age.

### APPLYING FOR COVER

When you apply for your Policy by completing an application form, we or our representative will confirm with you:

- the period of cover, number of insured persons and the number of days per journey to be taken by the insured persons;
- whether any standard terms need to be varied (this may be by way of an endorsement);
- your premium – the base premium we charge varies according to a number of factors, such as your risk profile e.g. the number of insured persons, the number of days the insured persons will be travelling and the

destination, and your claims history. You will also have to pay any compulsory government charges (e.g. GST) where applicable. We tell you the total amount payable when you apply and when and how it can be paid. This is confirmed in the Certificate of Insurance we issue to you.

The above details are recorded in the Certificate of Insurance we issue to you when you take out your Policy.

Your Policy sets out the cover we provide. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and may have to bear part of any loss yourself.

### BASIS ON WHICH WE INSURE YOU

We agree to insure you:

- based on the information provided in your Proposal and subject to payment of the required premium by the required date;
- in accordance with your Policy terms and conditions – your Policy is made up of this Policy Wording, the Certificate of Insurance and any written endorsements we issue to you. You should carefully read all of these as if they are one document and keep them in a safe place.

### RENEWAL PROCEDURE

Before your policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

### 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 or offence;
- 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 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 may be entitled to avoid this policy or decline any claim under it.

### 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.

### FAIR INSURANCE CODE

We 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 us.

### 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 you provide 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 the 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 any other purposes with your consent.

This personal information may be disclosed to (and received from) third parties in New Zealand or overseas involved in the above process, such as travel consultants, travel insurance providers and intermediaries, agents, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, legal and other professional advisers, your agents and our related companies. The use and disclosure of such personal information will be provided to third parties for the primary purposes stated above. The personal information (but not sensitive information) may also be used for a secondary purpose, but only if you would reasonably expect us to use that information for such secondary purpose.

When you give 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 information to us;
- of the types of third parties to whom the information may be provided to;
- 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 have not done or will not do these things, 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 of age.

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.

#### **UPDATING THE POLICY WORDING**

We may need to update this Policy Wording from time to time if certain changes occur where required and permitted by law. We will issue you with a new Policy Wording to update the relevant information, except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).  
Preparation Date: 1 January 2013

#### **YOUR POLICY RESPONSIBILITIES**

Under your Policy there are rights and responsibilities which you and we have. You must read this Policy Wording in full for more details, but there are some you should be aware of:

#### **Jurisdiction and Choice of Law**

This 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.

#### **Cooling Off Period**

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

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

#### **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 574 904, or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 112316, Penrose, Auckland 1642, New Zealand.

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. The FSCL provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. The contact details for the FSCL are:

Financial Services Complaints Ltd (FSCL)

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

#### **Claims Processing**

We will process your claim within 10 working days of receiving a completed claim form and all necessary documentation.

If we need additional information, a written notification will be sent to you within 10 working days.

### Extension of Your Policy

If the insured person is unable to return to their home in their country of residence within the period of cover because:

- a registered medical practitioner advises them in writing to suspend their journey because of a medical condition; or
- the transport on which they are booked to travel to their home in their country of residence is delayed for circumstances outside their control,

we will extend the period of cover to allow them to complete their journey by the next available and convenient means of transportation.

### Choice of Doctor

The insured person is free to choose their own medical adviser or we can appoint an approved medical adviser to see them, unless they are treated under a Reciprocal Health Agreement. The insured person must, however, advise us of their admittance to hospital or their early return to New Zealand based on written medical advice. If the insured person does not receive the medical treatment they expect, we can assist them but neither Allianz nor Allianz Global Assistance are liable for anything that results from that.

### Overseas Hospitalisation or Medical Evacuation

For emergency assistance anywhere in the world at any time, Allianz Global Assistance is only a telephone call away. Our team will help with medical problems, locating nearest medical facilities, arranging the insured person's evacuation home if necessary, locating nearest embassies and consulates, as well as keeping them in touch with their family and you in an emergency. If the insured person is not hospitalised but is treated as an outpatient and the total cost of such treatment will exceed \$2,000, they must contact Allianz Global Assistance.

## Our Contract with You

### THE CONTRACT

This Policy Wording together with the Certificate of Insurance and any endorsements constitutes an insurance contract between you and us, where:

- we agree to provide you with the cover you select (this is shown in your Certificate of Insurance); and
- you agree to pay us:
  - the required Premium; and
  - any relevant Government charges.

These two amounts add up to the total amount you must pay us.

You must pay us this total amount when you first take out your Policy. Please note, your Policy only commences when you pay this total amount. If you have not paid, you have no cover.

### TERMS AND CONDITIONS OF THE CONTRACT

All the terms and conditions of the Insurance Contract are set out in:

- this Policy Wording; and
- your Certificate of Insurance and any endorsement in writing.

These terms and conditions apply if you have to make a claim so it is important that:

- you read this Policy Wording and your Certificate of Insurance and any endorsements carefully; and
- you check that your details on your Certificate of Insurance are correct; and
- you keep the Policy Wording and Certificate of Insurance together in a safe place; and
- the insured person keeps receipts for items purchased in their country of residence or overseas.

### HOW MUCH COVER DO WE PROVIDE?

The insurance we offer you is set out in the Policy Wording.

It is important that you:

- read this Policy Wording in its entirety before you buy this Policy to make sure that it gives you the cover you need;

and

- are aware of the limits of the amounts we will pay.

You will find these limits:

- stated in the Policy Wording itself (these are our standard Policy limits); and
- stated in your Certificate of Insurance and any endorsements.

## The Policy Cover

This part of the Policy Wording outlines what *We Will Pay* and what *We Will Not Pay* under each Section in the event of a claim.

### SECTION 1 – CANCELLATION CHARGES

#### We will pay for

- a. any cancellation charges for travel and accommodation that you incur;
- b. any cancellation fees your travel agent charges you; and
- c. loss of frequent flyer or similar air travel points you used to purchase an airline ticket following cancellation of your airline ticket, if you cannot recover your lost points from any other source. The cancellation must be due to unforeseen circumstances outside your control. We calculate the amount we pay you as follows:
  - the cost of an equivalent class airline ticket based on the quoted retail price at the time the ticket was issued, less your financial contribution toward the airline ticket;
  - multiplied by the total number of points lost;divided by the total number of points used to obtain the ticket.

However, we will only pay you if:

- a. the travel and accommodation is cancelled for any unforeseen circumstances outside your control;
- b. you have already paid the charges you are claiming for;

- c. you cannot recover these charges from anyone else;
- d. you cancel the journey after the date we issue this policy to you; and
- e. you cancel the journey during the period of cover.

**We will not pay for**

We will not pay for cancelled travel and accommodation expenses or travel agent’s cancellation fees if the journey is cancelled because:

- a. you change your mind or the insured person changes their mind or a reason for the journey changes;
- b. of financial circumstances;
- c. of the refusal, failure or inability of any person, company or organisation (including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel agent, booking agent or other agent for travel or tourism related services, facilities or accommodation), to provide services, by reason of their own financial failure or the financial failure of any person, company or organisation with whom or with which they deal;
- d. the insured person suffers an Injury or illness that is not serious.

By “serious” (in the context of the insured person) we mean injury or illness that:

- requires treatment by a legally qualified medical practitioner; and
- results in that medical practitioner certifying in writing that the insured person is unable to start or continue the journey.
- e. a business associate or relative dies, and you or the insured person were aware before we issued this Policy that this was likely to occur during the period of cover;
- f. of the death, illness or injury of someone other than the insured person or their business associate or relative;
- g. of transport or traffic delays;

- h. a government prohibits travel to the insured person’s destination;
- i. the travel agent is at fault;
- j. there were not enough people to go on the group travel or tour;
- k. any act of terrorism.

We will also not pay for any other loss you incur as a result of the cancellation unless we expressly provide that we will do so in this Policy.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

**Excess**

You must pay the excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

**Limits on what we pay**

The maximum amount we will pay for Travel Agent’s cancellation fees is \$1,000 or 10% of the cost of the cancelled journey, whichever is the lesser.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

**SECTION 2 – EMERGENCY MEDICAL EXPENSES**

**We will pay for**

- a. hospital, medical, surgical, nursing home charges or other remedial attention or treatment given or prescribed by a qualified member of the medical profession;
- b. reasonable ambulance costs;
- c. dental fees for emergency treatment to relieve acute pain that the insured person first experiences during the period of cover;
- d. any overseas funeral expenses or cremation or the cost of transporting the insured person’s remains to their usual home in New Zealand;

- e. up to \$5,000 for continuing registered medical, surgical and hospital treatment only, upon the insured person’s return to New Zealand - provided they seek this treatment in a public hospital where available.

We will also pay the reasonable travel and accommodation expenses of a relative or friend to travel to where the insured person is and either stay with them or escort them home if:

- a. a registered medical practitioner advises the insured person in writing to suspend the journey because of their medical condition; and
- b. the medical practitioner advises in writing that an escort is necessary; and
- c. we approve such expenses before they are incurred.

However we will only pay for medical expenses:

- a. which are necessary because the insured person dies, or contracts an illness, or sustains an injury in an accident, while on the journey and during the period of cover; and
- b. which are incurred within 12 months from the date the injury or illness first occurred; and
- c. if you or the insured person (or if totally incapacitated, the insured person’s legal representative) allow us the option, at our expense and subject to written medical advice, of returning the insured person.

**Condition Applicable to this Section**

You and/or the insured person must make every effort to keep medical or hospital expenses to a minimum. If we determine that the insured person should return home to New Zealand for treatment and they do not agree to do so then we will only pay the amount which we determine would cover their medical expenses and/or related costs had they agreed to our determination. You will then be responsible for any ongoing or additional costs relating to or arising out of the incident claimed for.

### We will not pay for

- a. dentures, dental crowns or bridges;
- b. any medical benefit payable under any other source except for the excess over the amount recoverable from such other source;
- c. any medical expenses incurred in the insured person's country of residence (except as specified under "We will pay for" point e. page 13);
- d. expenses incurred due to the death, illness or injury of someone other than the insured person;
- e. expenses incurred once the insured person is able to resume the journey;
- f. dental expenses incurred in the insured person's country of residence.

### We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.

#### Excess

You must pay the excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

#### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

### SECTION 3 – ADDITIONAL EXPENSES FOR TRAVEL AND ACCOMMODATION

#### We will pay for

- a. any additional expenses for travel less amounts recoverable on unused travel vouchers or tickets;
- b. additional expenses for accommodation less amounts recoverable (including under Section 1) on unused pre-paid accommodation.

By "additional expenses" for travel and accommodation we mean the reasonable costs of travel and accommodation by the insured person:

- a. that are additional to the prepaid travel and accommodation arrangements; and
- b. that are incurred because:
  - the insured person cannot complete their intended journey while the ticket is still valid because they suffer injury or an illness; or
  - the insured person has to return to their home in their country of residence because of the unexpected death, sudden serious illness or serious injury in their country of residence of a business associate or relative (please see the additional benefit below for further details); or
  - the insured person's scheduled public transport services are cancelled or stopped due to strike, riot, civil protest, natural disaster or severe weather conditions; or
  - the insured person loses their passport or travel documents; or
  - the insured person is directed into quarantine.

However, we will only pay for additional expenses for travel and accommodation if:

- a. the additional expenses are necessary and actually incurred by the insured person during the journey; and
- b. we approve them before they are incurred; and
- c. the event that gives rise to the additional expenses occurs during the period of cover; and
- d. the insured person had pre-paid arrangements for the period during which they incurred the additional expenses; and
- e. the additional expenses are at the same standard or fare class that was originally selected; and
- f. the additional expenses are not recoverable from anyone else.

### Condition Applicable to this Section

If you claim the travel costs for the insured person's return journey home and they did not already hold a return ticket back to their home in their country of residence, we will reduce the amount of the claim by the cost of a one way ticket home at the same fare class chosen for the outward journey.

### No liability if Allianz Global Assistance is unable to provide assistance services

Neither Allianz Global Assistance nor us will be liable if Allianz Global Assistance is unable to provide emergency assistance services due to unforeseeable and insurmountable events such as sabotage, terrorism, or restrictions to free circulation (including but not limited to the closure of territorial borders, curfew, natural disaster or government decision to restrict the use of planes, trains or other vehicles).

### Resumption of Journey – Additional Benefit

We will pay the reasonable additional travel costs of resuming the journey.

However, we will only pay if:

- a. an insured person has to return to their country of residence because a business associate or relative who was not travelling with the insured person unexpectedly died, became seriously ill or was seriously injured; and
- b. the insured person would be eligible to have the costs of their return to their country of residence paid under this Section; and
- c. you or the insured person decide to resume the journey within 12 months of returning home.

### We will not pay for

We will not pay additional expenses for travel and accommodation:

- a. if you or the insured person were warned that scheduled public transport services were likely to be cancelled or interrupted and you failed to make reasonable efforts to avoid any extra expense;

- b. if the insured person's passport was confiscated by any Government Authority;
- c. if the insured person has not taken all possible steps to meet any relevant quarantine or Government regulations;
- d. arising directly or indirectly from, or in any way connected with the death, illness or injury of someone other than the insured person, business associate or relative.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **Excess**

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

#### **Limits on what we pay**

The maximum amount we will pay for the Resumption of Journey - Additional Benefit is \$4,000.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

#### **SECTION 4 – CASH PAID WHILE THE INSURED PERSON IS IN HOSPITAL**

##### **We will pay for**

We will pay a cash allowance of \$200 for each day the insured person is a patient in an overseas hospital.

However, we will only pay if:

- a. we agree to pay a claim for Emergency Medical Expenses under Section 2; and
- b. the insured person is an inpatient in an overseas hospital for a period of more than 48 hours.

##### **We will not pay for**

We will not pay you a cash allowance for any period when the insured person is a patient in a hospital after their return to their country of residence.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **Excess**

There is no excess applicable to this Section.

#### **Limits on what we pay**

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

#### **SECTION 5 – DELAYED TRAVEL**

##### **We will pay for**

We will pay the reasonable accommodation and meal expenses that the insured person incurs if:

- a. the insured person's scheduled transport departure time is delayed for 12 hours or more; and
- b. the cause of the delay is outside their control; and
- c. the insured person incurs accommodation and meal expenses because of the delay.

However, we will only pay if:

- a. the accommodation and meal expenses are not recoverable from anyone else; and
- b. the accommodation and meal expenses are necessarily incurred on the journey and during the period of cover; and
- c. you give us written proof of the delay from the transport provider; and
- d. you give us the receipts of the insured person's accommodation and meal expenses.

##### **We will not pay for**

We will not pay for accommodation and meal expenses if the delay in the insured person's travel is caused by:

- a. the insured person's failure to check-in according to their itinerary;
- b. hijack, riot or civil protest; or
- c. any act of terrorism.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **Excess**

There is no excess applicable to this Section.

#### **Limits on what we pay**

The maximum amount we will pay under this Section for all Claims arising directly or indirectly from the one event is:

- a) \$200 for each 12 hour period of delay; and
- b) \$4,000 in total for all claims.

#### **SECTION 6A – PERSONAL BAGGAGE**

##### **We will pay for**

We will pay for loss of, or damage to the insured person's personal baggage, clothing or personal effects that they:

- a. take with them on the journey; or
- b. check in with the transport provider as accompanying baggage; or
- c. buy on the journey.

However, we will only pay if:

- a. the loss or damage occurs during the journey and during the period of cover; and
- b. the insured person made a report to:
  - the police or a local government authority within 24 hours of the loss or theft becoming known to them, and you provide us with a written report from them; or
  - the transport provider within 72 hours of any loss or damage to personal baggage which occurs while the baggage is in their custody, and you provide us with a written report from them.

##### **We will not pay for**

We will not pay for loss or damage to the insured person's personal baggage, clothing or personal effects:

- a. left unsupervised or forgotten by the insured person in a public place or on public transport; or

- b. left in a motor vehicle unless:
  - the item was stored and concealed in a locked storage compartment or, if there was no lockable storage compartment, stored completely out of view; and
  - the motor vehicle was locked and forcible and violent entry was used to gain access to it;
- c. arising directly or indirectly from, or in any way connected with any delay, detention, confiscation or destruction by customs officials or other authorities;
- d. as a result of wear and tear, mildew, rust or corrosion, the action of insects or vermin;
- e. that are glass, or other fragile or brittle items (other than lenses in spectacles, binoculars or photographic or video equipment) unless caused by fire, theft or accident to the transport in which such items were being carried; or
- f. sent in advance, mailed or shipped separately.

Nor will we pay for loss or damage to:

- a. clothing and personal effects that occurs during, or because of, cleaning, dyeing, altering or repairing;
- b. cash, bank or currency notes or negotiable instruments;
- c. household furniture, bicycles and bicycle accessories, snowboards, surfboards and surfboard accessories;
- d. contact lenses; or
- e. jewellery, mobile phones, cameras, video cameras, computer equipment or their accessories which are transported in the cargo hold of any aircraft, ship, train or bus.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **How we will settle a claim**

If we agree to pay a claim for personal baggage, clothing or personal effects we will (at our option):

1. pay the cost of repairing items that can be economically repaired; or

2. for items that cannot be economically repaired, we may choose to either:
  - a. replace the item. However, for any item that forms a part of a set, we will only pay the replacement value of the item that is lost, stolen or damaged. We will not pay to replace the entire set; or
  - b. pay the amount it would cost us to replace the item at the depreciated value. Any depreciation we apply is based on the age and condition of the item.

We will not apply depreciation to items less than 12 months old.

#### **Excess**

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

#### **Limits on what we pay**

The maximum amount we will pay for any one item is:

- \$3,000 for cameras or video recorders;
- \$10,000 for portable business equipment (including laptop, notebook or other personal computer and their associated equipment);
- \$2,500 for all other personal baggage items.

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

### **SECTION 6B – REPLACING ESSENTIAL PERSONAL ITEMS**

#### **We will pay for**

We will reimburse you for the cost of replacing essential personal items the insured person needed to purchase while waiting for the return of their baggage which was temporarily lost while being transported during the journey.

However, we will only pay if:

- a. the essential personal items are not returned to the insured person within 8 hours of the insured person first becoming aware that it is lost; and
- b. the costs are not recoverable from anyone else; and

- c. the costs are necessarily incurred on the journey and during the period of cover; and
- d. you give us written proof of the delay from the transport provider; and
- e. you give us the receipts for the essential personal items the insured person bought.

#### **We will not pay for**

We will not pay for loss or damage:

- a. arising directly or indirectly from, or in any way connected with, any delay, detention, confiscation or destruction by customs officials or other authorities;
- b. to cash, bank or currency notes or negotiable instruments; or
- c. to personal baggage, clothing, or personal effects sent in advance, mailed or shipped separately.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **Excess**

There is no excess applicable to this Section.

#### **Limits on what we pay**

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

### **SECTION 6C – TRAVEL DOCUMENTS, CREDIT CARDS, TRAVELLERS CHEQUES**

#### **We will pay for**

We will pay you for:

- a. the cost of replacing the insured person's personal travel documents, credit cards or travellers cheques if lost or stolen on the journey; and
- b. your legal liability arising out of the unauthorised use of the insured person's personal travel documents, credit cards or travellers cheques if lost or stolen on the journey;



However, we will only pay if:

- a. the insured person makes a report to:
  - the police; or
  - the issuing authority of any credit card; or
  - the travellers cheque operator;within 24 hours of the insured person becoming aware of the loss or theft and you provide us with a written report from them; and
- b. the insured person complies with the conditions under which the personal travel documents, credit cards or travellers cheques were issued; and
- c. the insured person takes all reasonable steps to minimise the loss; and
- d. the loss or damage occurs on the journey during the period of cover.

#### **We will not pay for**

We will not pay for:

- a. personal travel documents, credit cards, or travellers cheques left unattended or forgotten by the insured person in a public place or on public transport; or
- b. personal travel documents, credit cards, or travellers cheques left in a motor vehicle unless:
  - they were stored and concealed in a locked storage compartment or, if there was no locked storage compartment, stored completely out of view; and
  - the motor vehicle was locked and forcible and violent entry was used to gain access to it.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **Excess**

There is no excess applicable to this Section.

#### **Limits on what we pay**

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

## **SECTION 6D – MONEY, BANK OR CURRENCY NOTES OR**

### **NEGOTIABLE INSTRUMENTS**

#### **We will pay for**

We will pay for the theft of money, bank or currency notes or other negotiable instruments which have been taken by the insured person on the journey for personal use only, together with the cost of replacement and your legal liability for payment resulting from the loss or theft or by the unauthorised use by other persons.

#### **We will not pay for**

We will not pay if the loss or theft is not reported within 24 hours to the police or responsible officer of any aircraft, vessel or coach on which the insured person was travelling.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **Excess**

There is no excess applicable to this Section.

#### **Limits on what we pay**

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

## **SECTION 6E – BUSINESS DOCUMENTS**

#### **We will pay for**

We will pay for the cost of replacing business documents if:

- a. the insured person carries these documents with them on the journey; and
- b. these documents are lost or stolen during the journey.

#### **We will not pay for**

We will not pay for loss of or damage to business documents:

- a. left unsupervised or forgotten by the insured person in a public place or on public transport; or
- b. left in a motor vehicle unless:
  - they were stored and concealed in a locked storage compartment or, if there was no lockable storage compartment, stored completely out of view; and
  - the motor vehicle was locked and forcible and violent entry was used to gain access to it; or

- c. arising directly or indirectly from, or in any way connected with, any delay, detention, confiscation or destruction by customs officials or other authorities; or
- d. sent in advance, mailed or shipped separately.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

#### **Excess**

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

#### **Limits on what we will pay**

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

## **SECTION 7 – PERSONAL LEGAL LIABILITY**

#### **We will pay for**

We will pay for any amount you or the insured person are legally liable to pay as a result of a court order or we accept that you or the insured person are legally responsible for, in respect of:

- a. bodily injury to, or the death of someone other than the insured person; or
- b. loss or damage to property owned or controlled by someone other than you or the insured person.

We will also pay for the legal costs and expenses reasonably incurred in the investigation, defence or settlement of any claim made against the insured person, provided that we have agreed in writing to pay for such legal costs and expenses before they are incurred.

However, we will only pay if the incident that gives rise to the legal liability is one that:

- a. you or the insured person did not expect or intend to give rise to the legal liability; and
- b. occurs during the period of cover; and
- c. occurs during the journey.

## We will not pay for

We will not pay for:

1. legal liability:
  - a. for bodily injury to, or the death of, the insured person, or any of your employees;
  - b. for loss of, or damage to, any property that is owned or controlled by you, or the insured person;
  - c. for loss of, or damage to, any property that is owned by any of your employees;
  - d. that only arises because you or the insured person:
    - are liable under a contract you or the insured person has entered into; or
    - have accepted liability without us agreeing to it first; or
  - e. arising out of the use of vehicles, watercraft, hovercraft, aircraft or aircraft landing areas.

**“Vehicles”** do not include bicycles, motorised golf buggies, wheelchairs or lawn mowers, if they do not have to be registered.

**“Watercraft”** does not include rowing boats and canoes less than 3 metres long, surfboards, surf mats, sailboards and water skis.
2. legal liability arising out of or connected with:
  - a. unlawful, malicious, deliberate or intentional acts;
  - b. the transmission of any disease;
  - c. 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; or
  - d. your business, profession or occupation, however “business, profession or occupation” does not include part-time or casual care of children.
3. legal costs and expenses that we have not agreed to pay for in writing before they are incurred.

4. any penalties, fines, or punitive, exemplary or aggravated damages that you or the insured person must pay.

## We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

## SECTION 8 – SUBSTITUTE PERSON TO COMPLETE YOUR BUSINESS

### We will pay for

We will pay reasonable travel expenses for a substitute person to complete the original business purposes of the journey on your behalf if:

- a. the insured person suffers an injury or illness that prevents them completing the business purposes of the journey; and
- b. the insured person is either required to stay in hospital overseas, or required to return to their home in New Zealand on the written advice of a registered medical practitioner.

However, we will only pay if:

- a. we agree to pay a claim under Section 2 – Emergency Medical Expenses; and
- b. the injury or illness occurs on the journey and during the period of cover.

## We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

## SECTION 9 – EMERGENCY ALTERNATIVE TRAVEL

### We will pay for

We will pay for emergency alternative travel costs less amounts refundable on unused travel vouchers or tickets.

However, we will only pay if:

- a. the insured person’s scheduled public transport services are cancelled or interrupted because of:
  - riot, strike or civil protest;
  - hijack; or
  - natural disaster or severe weather conditions; and
- b. the insured person needs to make alternative travel arrangements to get to their pre-arranged business meeting or conference which cannot be delayed; and
- c. the alternative travel was necessary to get the insured person to a pre-arranged business meeting or conference on time, and that appointment cannot be delayed; and
- d. the expenses are actually incurred by the insured person during the journey and during the period of cover; and
- e. the insured person had pre-paid travel arrangements for the period during which they incurred the additional expenses; and
- f. you or the insured person cannot recover these expenses from anyone else.

### We will not pay for

We will not pay emergency alternative travel costs if:

- a. you or the insured person were warned that the scheduled public transport services were likely to be cancelled or interrupted;
- b. you or the insured person failed to make reasonable efforts to avoid any additional expenditure; or
- c. any act of terrorism.

## We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

### SECTION 10 – LOSS OF INCOME

#### We will pay for

We will pay the insured person's average weekly income before tax but excluding bonus, commission, overtime payments and any other allowances earned during the last 12 months.

We will calculate the benefit on a daily basis and pay you at the end of each month up to a maximum of 104 weeks of income for any insured person.

However, we will only pay if:

- a. the insured person cannot carry out their normal work in New Zealand because they were injured or struck with illness during the journey and during the period of cover; and
- b. you provide us with a written report from a registered medical practitioner that states the insured person is not able to carry out their normal duties in New Zealand because of the injury or illness; and
- c. the insured person is unable to carry out their normal duties for at least 30 continuous days; and
- d. they remain under the care of a registered medical practitioner while they are unable to work; and
- e. you give us at your own expense all certificates, information and evidence that we require to help substantiate your claim; and
- f. you cannot recover the loss of income from anyone else.

#### We will not pay for

We will not pay:

- a. if the insured person's inability to carry out their normal duties arises more than 90 days after they are injured or become ill;

- b. for the first 30 days the insured person was unable to carry out their normal duties. The 30 days starts from the date the insured person would have gone back to work if the injury had not occurred;
- c. more than 104 weeks of income for any insured person.

#### We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.

#### Excess

There is no excess applicable to this Section.

#### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

### SECTION 11 – PERSONAL INJURY

#### We will pay for

We will pay the death benefit if the insured person dies while on the journey or within 3 months of their return.

However, we will only pay if:

- a. the death is caused by accidental, external and visible means; and
- b. the accident giving rise to their death occurs while they are on the journey.

We will also pay amounts set out in the "Compensation Table – Capital Benefits" section of the Policy if the insured person is injured or involved in an accident which occurred during the journey.

#### We will not pay for

We will not pay if the insured person's death or accidental disability results directly or indirectly from any of the following:

- a. active participation in any activity that is prohibited by law; or
- b. active participation in any riot, strike, civil protest or usurpation of power or any war; or
- c. sickness or disease.

#### We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 37 and 38.

#### Excess

There is no excess applicable to this Section.

#### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 8.

#### Compensation Table – Capital Benefits

1. Accidental Death	\$100,000 per person
2. Permanent Total Disablement	The maximum amount we will pay for injuries resulting in the conditions provided in the following table, as a percentage, is \$100,000 per person
3. Permanent Disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in the following table, but not exceeding 75% of \$100,000 per person

INJURY RESULTING IN A PAYABLE CONDITION		PERCENTAGE OF CAPITAL BENEFIT
1	Permanent Paraplegia	100%
2	Permanent Quadriplegia	100%
3	Permanent unsound mind to the extent of legal incapacity	100%
4	Permanent and incurable paralysis of all limbs	100%
5	Permanent total loss of the entire sight of one or both eyes	100%
6	Loss of hearing in both ears	100%
7	Permanent total loss of the use of both hands	100%
8	Permanent total loss of the use of both arms	100%
9	Permanent total loss of the use of both feet	100%
10	Permanent total loss of the use of both legs	100%
11	Permanent total loss of the use of one hand and one foot	100%
12	Permanent total loss of the use of one hand and one arm	100%
13	Permanent loss of the lens of one (1) eye	50%
14	Permanent total loss of the hearing in one ear	50%
15	Permanent total loss of the use of one foot or one leg	50%
16	Permanent loss of use of four (4) fingers and thumb of either hand	75%
17	Permanent loss of use of fingers of either hand	40%
18	Permanent total loss of the use of one thumb, both joints	30%
19	Permanent loss of use of one thumb, one joint	15%
20	Permanent total loss of the use of a finger, three joints	10%
21	Permanent total loss of the use of a finger, two joints	8%
22	Permanent total loss of the use of a finger, one joint	5%
23	Permanent total loss of the use of all the toes of one foot	15%
24	Permanent total loss of the use of great toe, both joints	5%
25	Permanent total loss of the use of great toe, one joint	3%
26	Permanent total loss of the use of other toe (each toe)	1%
27	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	40%

### Additional Capital Benefits

Any payable condition claimed under Additional Capital Benefits must occur within 12 months of the date of injury.

#### A. Additional Capital Benefits – Compensation Table

Broken Bones additional capital benefit is \$10,000 per person.

Below is the injury resulting in a Payable Condition, as a percentage, of the Broken Bones Additional Capital Benefits.

INJURY RESULTING IN A PAYABLE CONDITION		PERCENTAGE OF CAPITAL BENEFIT
1	Neck, skull, or spine	100%
2	Hip	75%
3	Jaw, pelvis, leg, ankle or knee	50%
4	Cheekbone or shoulder	30%
5	Arm, elbow or wrist	10%
6	Nose or collarbone	20%
7	Foot or hand	5%
8	In the case of established non union of any of the above breaks - an additional	5%

#### B. Disappearance Capital Benefit

Disappearance capital benefit is \$100,000 per person.

If during the period of cover and while on the journey, an insured person is travelling on a conveyance and:

- their means of transportation disappears, sinks or is wrecked, and
- their body has not been found within one year after the date of that disappearance,

we will presume that they have died as a result of injury and will pay the death benefit accordingly, unless we have reasonable cause to suspect that the insured person may not have perished.

If we have paid a Disappearance Capital Benefit we will not pay for any other capital benefits as well.

If the insured person is later found to be alive then you must refund the amount we have paid.

The maximum amount we will pay for all claims combined under this Section for any one period of cover is \$5,000,000.

### SECTION 12 – RENTAL CAR EXCESS

#### We will pay for

We will reimburse the amount of excess you or the insured person have paid on the rental car insurance claim or the cost of repairs to the rental vehicle, whichever is the lesser.

However, we will only pay if:

- the insured person has rented a car and has taken out insurance on the rented car; and
- the insured person has an 'at fault' claim that the Insurer has agreed to pay; and
- the insured person is liable to pay the Policy excess and has paid it; and
- the event giving rise to the rental car insurance claim occurs during the period of cover and during the journey.

#### We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.

#### Excess

You must pay an excess of \$100 for any claim made under this Section. This excess is the amount that you must pay and we will pay the balance of the agreed claim amount.

#### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

## SECTION 13 – KIDNAP, RANSOM AND EXTORTION

### We will pay for

We will reimburse you ransom monies paid by you following kidnapping, alleged kidnapping or extortion of an insured person during their journey.

We will also pay for your reasonable expenses, actually and necessarily incurred following receipt of a ransom demand, being:

- interest paid on monies borrowed from a financial institution for the purpose of paying ransom monies. The amount we will pay will be for a term not exceeding 30 days prior to the payment of the ransom monies, until the first business day following you receiving settlement from us on a principal sum not exceeding \$250,000 and at a rate of interest not exceeding 2% above the maximum overdraft interest rate charged by the Bank of New Zealand.

### Conditions Applicable to this Section

- a. You and every insured person will make every attempt not to disclose the existence of this insurance;
- b. We will not act as an intermediary or negotiator for you, nor will we offer direct advice to you on dealing with the kidnapper/extortionist;
- c. If you receive advice that an insured person has been kidnapped or had an extortion demand placed on the insured person, you must make every reasonable effort to:
  - determine that the insured person has been kidnapped/extorted; and
  - notify the appropriate law enforcement agency and comply with their recommendations and instructions; and
  - give us immediate notification of the kidnapping/extortion; and
  - record the serial number of any currency or goods delivered to secure the release of the kidnapped person or to pay for the extortion;
- d. If the investigation establishes collusion or fraud by you or any insured person, you must immediately reimburse us for any payment we have made under this Section.

### We will not pay for

We will not pay:

- a. where you or the insured person have:
  - had Kidnap, Ransom and Extortion Insurance or similar cover declined, cancelled or issued with special conditions in the past;
  - suffered a kidnapping or attempted kidnapping in the past; or
  - had an extortion demand made against either you or the insured person;
- b. for kidnapping/extortion occurring in the insured person's country of residence or any country located in Central or South America, or any country in which United Nations armed forces are present;
- c. where we have not approved the payment of ransom monies;
- d. where as a result of a face-to-face encounter that involves the use of force, threat or violence, you or any insured person surrenders money unless the monies were ransom monies stored or transported for the purpose of paying an extortion or kidnap demand.
- e. where the extortion threat is received or communicated to you after the expiry of this policy.

### We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.

### Excess

There is no excess applicable to this Section.

### Limits on what we pay

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

## SECTION 14 – POLITICAL RISK, ENVIRONMENTAL AND NATURAL DISASTER EVACUATION

### We will pay for

If while an insured person is travelling on the journey outside New Zealand and:

- a. officials in the country the insured person is in, recommend that certain categories of persons, which categories include the insured person, should leave the country; or
- b. the insured person is expelled or declared persona non grata in the country the insured person is in; or
- c. a major environmental or natural disaster has occurred in the country the insured person is in necessitating his or her immediate evacuation in order to avoid the risk of personal injury or sickness to them,

we will pay for:

- a. the reasonable costs of returning the insured person to New Zealand up to the cost of an economy airfare; or
- b. the reasonable cost of evacuating the insured person to the nearest place of safety up to the cost of an economy airfare; and
- c. where the insured person is unable to return to New Zealand, the reasonable cost of accommodation, up to a maximum of \$250 per day for each insured person for a maximum period of 14 days. This benefit is not payable in the insured person's country of residence.

### We will not pay for

We will not pay for losses arising directly or indirectly from, or in any way connected with or attributable to:

- a. any expenses to return to New Zealand or evacuation to the nearest place of safety unless it has first been approved by us in writing;
- b. the insured person violating the laws and regulations of the country from which he or she is to be evacuated or expelled;

- c. the insured person failing to produce or maintain immigration, work residence or similar visas, permits or other similar documentation;
- d. any debt, insolvency, commercial failure, the repossession of any property by the owner or any other financial cause;
- e. your or the insured person's failure to honour any contractual obligations or bond or to obey any conditions in a licence;
- f. the insured person being a national of the country from which he or she is to be evacuated or expelled; or
- g. the political unrest, environmental or natural disaster that resulted in the insured person's evacuation being in existence prior to the insured person entering the country or its occurrence being foreseeable to a reasonable person before the insured person entered the country.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

**Excess**

There is no excess applicable to this Section.

**Limits on what we pay**

The maximum amount we will pay for all claims combined under this Section is shown under the Schedule of Benefits on page 6.

**SECTION 15 – EXTRA TERRITORIAL WORKERS' COMPENSATION**

**When we pay**

We will provide cover if the insured person is temporarily working for you outside New Zealand or their country of residence on the journey and he or she sustains occupational disease or personal injury during the period of this Insurance. We will indemnify you against your legal liability to pay compensation (which expression does not include any penalties, fines or punitive, exemplary or aggravated damages) in respect of:

- a. the Workers' Compensation Legislation of the country in which the insured person is temporarily working when he or she sustains such occupational disease or personal injury provided that our liability to you will be limited to the difference, if any, between the compensation payable

under such Workers' Compensation Legislation and the amount payable under the Workers' Compensation Insurance applicable in New Zealand; or

- b. any other award which may be made against you in the country in which the insured person is temporarily working pursuant to that country's laws, which award arises as a result only of such occupational disease or personal injury sustained by the insured person while temporarily working for you in that country and provided such award is entirely made, litigated and settled outside New Zealand;
- c. we will also pay all charges, expenses and legal costs incurred by us or by you with our written consent in the settlement or defence of claims for compensation in respect of which you are entitled to indemnity under this Section or, if sustained, you would be so entitled and all charges, expenses and legal costs recoverable from you by reason of your legal liability which is indemnified under this Section.

**We will not pay for**

We will not pay under this Section:

- a. if we are not provided with the opportunity to represent you or any other person who is entitled to the benefit of this Section at any inquest or other official inquiry or to undertake the defence in any court of any action in regard to any liability or alleged liability or such alleged liability in respect of which an occurrence has occurred which may be the subject of indemnity under this Section;
- b. for any occupational disease or personal injury in respect of which you have Workers' Compensation Insurance which indemnifies you or pays compensation to the insured person for any occurrence;
- c. for any occurrence after the period during which the insured person is temporarily outside New Zealand;
- d. for any liability imposed on you in New Zealand by any New Zealand industrial award, agreement or determination;

- e. for any liability incurred pursuant to any contract, undertaking, indemnity or agreement given or entered into by you or the person incurring such liability unless liability would have been implied by law or otherwise attached to you in the absence of such contract, undertaking, indemnity or agreement or the breach;
- f. for any liability intentionally incurred by you or any person acting with your express or implied consent;
- g. for any liability which arises directly or indirectly as a result of asbestos and/or related diseases;
- h. for any liability incurred as a result of your criminal act or the criminal act of any insured person entitled to indemnity under this Section or the criminal act of any person acting with your express or implied consent or the express or implied consent of any insured person entitled to indemnity under the Policy; or
- i. for any medical benefit payable under any other source except for the excess over the amount recoverable from such other source.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

**Excess**

There is no excess applicable to this Section.

**Limits on what we pay**

The maximum amount we will pay you under this Section for compensation, inclusive of all charges, expenses and legal costs, in respect of all occurrences during any one period of cover will not exceed in the aggregate the amount specified in the Schedule of Benefits on page 8 as the limit of liability.

Every payment we make under every term or provision of this Section reduces the limit of liability available under this Section by the amount of the payment.

## Words with special meanings

These words with special meanings only apply to this Section 15 – Extra Territorial Workers’ Compensation

“**employee**” means a person who is employed by you in a non-manual capacity within New Zealand and in respect of whom you maintain current and enforceable Workers’ Compensation Insurance.

“**non-manual**” means a capacity other than a capacity involving manual labour, the supervision of employees involved in manual labour, the operation or supervision of machines other than office machines, consultation at or inspection of mining operations, construction sites, outdoor sites or factory floors.

“**occurrence**” means an event including continuous exposure to the same or similar conditions which causes occupational disease or personal injury which you or the insured person did not expect or intend and could not reasonably have expected or intended.

“**occupational disease or personal injury**” means only such diseases and injuries (including death) for which compensation could be payable to an insured person under the Workers’ Compensation Legislation or at Common Law of the country in which he or she is temporarily working when he or she sustains such occupational disease or personal injury.

“**temporarily**” means any period for up to 90 continuous calendar days during which an insured person will be outside New Zealand in the normal course of his or her employment or such other period as may be specified on the Certificate of Insurance or by endorsement.

“**Workers’ Compensation Insurance**” means any Contract of Insurance, Scheme, Self Insurance Program or Contract of Management entered into by you which provides compensation for injured employees required under the provisions of the applicable Workers’ Compensation Legislation.

“**Workers’ Compensation Legislation**” means any Act, Ordinance, Regulation or other Statute intended to provide entitlement to compensation to employees for occupational disease or personal injury sustained during the course of or arising out of employment.

## SECTION 16 – BUSINESS TRAVELLERS FAMILY ASSISTANCE

### We will pay if

During the journey covered by this policy, an insured person suffers accidental bodily injury which results in death within 12 months of the incident. We will pay \$5,000 for each dependant child, subject to a maximum of \$15,000 for all dependant children.

### We will not pay for

We will not pay:

- a. if an insured person is travelling in an unlicensed aircraft;
- b. if an insured person is flying or engaging in any other aerial activity as part of the aircraft’s crew; or
- c. for any claim which results from any criminal or illegal criminal act of the insured person.

**We will also not pay for any claim excluded by the General Exclusions Applicable to all Sections listed on pages 23 and 24.**

## General Exclusions Applicable to all Sections.

**These General Exclusions apply to all Sections of this Policy.**

We will not pay for claims arising directly or indirectly from, or in any way connected with:

- a. you or the insured person not acting in a responsible way to protect yourselves and your property and to avoid making a claim;
- b. you or the insured person not doing everything you can to reduce your loss as much as possible;
- c. consequential loss of any kind including loss of enjoyment or any financial loss not expressly covered in this Policy;
- d. depression or anxiety, mental or nervous disorder;
- e. intentional self-injury, suicide or attempted suicide;
- f. the use of alcohol or drugs not prescribed by a legally registered medical practitioner;

- g. Human Immunodeficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS) or a sexually transmitted disease;
- h. pregnancy, childbirth or related complications, except as provided under the heading “Pregnancy” on page 7;
- i. any pre-existing medical condition suffered by the insured person except as provided under the section “**Pre-existing Medical Conditions**” on pages 7 to 9;
- j. any pre-existing medical condition suffered by a relative or business associate;
- k. any injury or sickness if you take a blood-thinning prescription medication such as Warfarin (also known under the brand names Coumadin, Jantoven, Marevan, and Waran), unless we have agreed in writing to provide cover under Group 3 of the Pre-existing Medical Conditions process on page 9 and you have paid any additional premium that applies;
- l. an actual or likely epidemic or pandemic, or the threat of an epidemic or pandemic.

Refer to [www.who.int](http://www.who.int) and [www.safetravel.govt.nz](http://www.safetravel.govt.nz) for further information on epidemics and pandemics;

- m. you or the insured person not following advice in the mass media or any government or other official body’s warning:
  - against travel to a particular country or parts of a country; or
  - of a strike, riot, bad weather, civil protest or contagious disease (including an epidemic or pandemic);

and you or the insured person 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).

Refer to [www.who.int](http://www.who.int) and [www.safetravel.govt.nz](http://www.safetravel.govt.nz) for further information;

- n. any act of war – whether it is declared or not – or from any rebellion, revolution, insurrection or taking of power by the military;
- o. a nuclear reaction or contamination from nuclear weapons or radioactivity;
- p. biological or chemical material(s), substance(s), compound(s) or the like used directly or indirectly for the purpose of harming or destroying human life and or creating public fear;
- q. the insured person being in control of a motorcycle without a current New Zealand motorcycle licence or the insured person is a passenger travelling on a motorcycle that is in control of a person who does not hold a current motorcycle licence valid for the country they are travelling in;
- r. professional sport, racing of any kind (other than on foot), football, flying or other aerial activity except as a passenger in a scheduled commercial power-driven aircraft, bungee jumping, parasailing, sailing, ballooning, parachuting, paragliding, hang-gliding, mountain or rock climbing, abseiling, diving using breathing apparatus (if you do not hold an open water diving licence), competitive snow and ice sports;
- s. any event that occurs during any period of the journey in which the insured person carries out paid work, unless:
  - the paid work is for you; and
  - the paid work was authorised by you prior to the journey.

Nor will we pay claims:

- t. for medical expenses incurred for continuing treatment, including medication which the insured person began taking before the journey;
- u. for dental expenses incurred after the insured person returns to their country of residence;
- v. for any event that is also or should be, covered in whole or in part, by a statutory fund or other statutory compensation scheme.

## Making a Claim

We suggest that you make a claim on the insured person's return to their country of residence where possible or at their earliest convenience.

As soon as possible after the insured person returns to their country of residence, or at their earliest convenience, they must:

- a. contact us on 0800 574 904 (within New Zealand) or email us on [travelclaims@allianz-assistance.com.au](mailto:travelclaims@allianz-assistance.com.au) and tell the details of what happened;
- b. give us any information we ask for (this may include receipts, certificates and other written or photographic evidence we may require to help substantiate your claim);
- c. complete our claim form; and
- d. mail the claim form and substantiating documentation to us.

### Only We Have the Right to Settle or Defend Your Claim

If we agree to pay your claim, only we have the right to:

- a. make or accept any offer or payment, or in any other way admit you are liable;
- b. settle, or attempt to settle any claim; or
- c. defend any claim against you. You must co-operate with us in defending or settling your claim. You must tell us about and send us a copy of any notice, letter, claim, writ or summons as soon as possible after you receive it.

### Lost, Stolen or Damaged Property

If property is lost, stolen or maliciously damaged you must make a report to the police or local government authority within 24 hours of the loss or damage becoming known to you, and obtain a copy of the report.

If your property is lost or damaged when it is with a transport provider (for example the airline) you or the insured person must make a report to the transport provider within 72 hours of the loss becoming known. You must also obtain a report in writing from the transport provider. You must keep any damaged or stolen property that you recover, and let us inspect it if we need to. If we agree to pay a claim, only we have the right to exercise any legal right you have to recover the insured property.

### If You Prevent Our Right to Recover from Someone Else

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

### Claims Are Payable in New Zealand Dollars to You or the Insured Person

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 the expense was incurred.