

# Aon Leisure

## One trip travel insurance

Policy wording



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# Important information about this policy wording

This document is Our insurance Policy Wording and describes the insurance contract between You and Us. It has been prepared to assist You in understanding Aon Leisure One Trip Travel Insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document before making a decision.

This Policy Wording is comprised of two contracts. The first contract provides cover for Loss of Deposits and Cancellation Charges under Benefit Section 3, as set out on page 13. The second contract provides indemnity for the balance of cover) under this Policy Wording. For the purpose of this Policy Wording, and all accompanying materials, the two contracts will be referred to and considered as one Policy document. All other provisions apart from the coverage Sections apply to both contracts.

Other documents may form part of Our Policy Wording and if they do, We will tell You in the relevant document.

## Chubb Assistance

Chubb Assistance is a twenty-four (24) hour emergency referral service. In the Event of a medical or similar emergency simply phone +64 9 374 1774, and get immediate help in locating medical assistance in Your local area. This service will also provide non-emergency pre-travel advice on some health-related matters, verify insurance coverage and can help co-ordinate immediate claim payments.

**64**      **9**      **374 1774**  
(Country)      (City)      (Number)

**[www.chubbassistance.co.nz](http://www.chubbassistance.co.nz)**

Where Your claim is excluded or falls outside the Policy coverage, the provision of emergency assistance by Chubb Assistance will not in itself be an admission of liability.

Considerable effort is made to locate, assess and reassess medical facilities and other services worldwide. However, the medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country and accordingly, it is not always possible to have control over these factors. In the circumstances, responsibility for any loss, medical complication or death resulting from any factor reasonably beyond Our control, cannot be accepted by Chubb Assistance or Us.

# About the Insurer

**Chubb Insurance New Zealand Limited** (Company No. 104656, FSP No.35924) (**Chubb**) is the insurer of this product. In this Policy Wording, "We", "Us", "Our" means Chubb Insurance New Zealand Limited. Our contact details are:

|                 |  |
|-----------------|--|
| Head Office:    | CU 1-3, Shed 24, Princes Wharf, Auckland, 1010 |
| Postal address: | PO Box 734 Auckland 1140                       |
| Telephone:      | 0800 422 346                                   |
| Facsimile:      | +64 9 303 1909                                 |
| E-mail:         | travel.nz@chubb.com                            |

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers. It leverages global expertise and local acumen to tailor solutions to mitigate risks for clients ranging from large multinational companies to local corporates. More information can be found at [www.chubb.com/nz](http://www.chubb.com/nz).

## GENERAL ADVICE

Any general advice that may be contained within this Policy Wording or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

## PREPARATION DATE

This Policy Wording was prepared on 27 June 2016.

# Duty of disclosure

## Your Duty of Disclosure

Before You apply for, renew or change an insurance contract, You have a legal duty of disclosure to Us.

## What You must tell Us

You have a general duty to:

- tell Us any facts or circumstances that may affect Our decision to insure You or an Insured Person and on what terms (regardless of whether or not a specific question is asked about it); and
- ensure that You have provided complete, accurate and relevant information to Us.
- Your duty however does not require disclosure of any matter:
  - that diminishes the risk to be undertaken by Us;
  - that is of common knowledge;
  - that We know or, in the ordinary course of its business, ought to know;
  - as to which compliance with your duty is waived by Us.

Any change in circumstances or contact details should also be disclosed to Us as soon as possible. Please ask Us for advice if You are unsure what information is material.

## If You do not tell Us

If You do not tell Us something You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Who needs to tell Us

It is important that You understand You are disclosing to Us in this way for You and anyone else that You want to be covered by the Policy.

# The meaning of certain words

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions, as set out in pages 24-26 of this Policy Wording. Please refer to the Definitions for their meaning.

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

# Pre-existing medical conditions

You will not be covered for any claim that arises directly or indirectly due to a Pre-Existing Medical Condition (see general exclusion number 14 on page 18). Pre-Existing Medical Condition means:

- + any physical condition, illness or disease for which treatment, surgery, medication or advice (including investigation) has been received or prescribed by a Doctor prior to the Issue Date; or
- + a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware at the Issue Date.

However, notwithstanding General Exclusions 14, 15 and 16 on page 18, the Overseas Medical and Dental expenses and Additional expenses as set out in pages 11-13 of this document, Policy is extended to cover, for a maximum period of twenty-one (21) days from the Start Date:

- (a) any Pre-Existing Medical Condition; or
- (b) any Accidental Injury that You are suffering prior to the Start Date of Your Journey,

But does not cover:

- (c) any terminal condition; and/or
- (d) where You are travelling against medical advice; and/or
- (e) travelling for the purpose of seeking medical attention;
- (f) if You or any other person are over the age of 76 seventy-six at the Issue Date.

**Automatic cover for certain Pre-Existing Medical Conditions following the first twenty-one (21) days from the Start Date of Your Journey.**

Following the first twenty-one (21) days from the Start Date of Your Journey, cover is available for certain Pre-Existing Medical Conditions listed in the Table below (subject to the terms, conditions and exclusions of the Policy) unless You are taking blood-thinning prescription medication (including but not limited to the following brands: Warfarin, Coumadin, Jantoven, Lawarin, Marevan, Waran and Warfant) which may result in a number of serious complications and side effects. We will not cover any claims that result directly or indirectly from You taking any blood-thinning prescription medication (see general exclusion 14 in the general exclusions applicable to all Sections (page 18).

The Pre-Existing Medical Condition listed in the Approved Medical Condition Table below will be covered subject to the terms, conditions and exclusions of the Policy provided You, Your Travelling Companion, Business Partner, or Relative:

- a) has not been hospitalised (including day surgery or emergency department attendance) for the Approved Pre-Existing Medical condition at any time during the twenty-four (24) months prior to the Issue Date of Your Policy (unless a shorter period is specified in the Condition column); and
- b) are not over the age of seventy-six (76) (unless a lower age is specified in the Age Limit column in the Table below) at the Issue Date of Your Policy.

## Approved Medical Condition table

| Item | Pre-Existing Medical Condition      | Requirement  | Age Limit         |
|------|-------------------------------------|--|-------------------|
| 1    | Acne                                |  |                   |
| 2    | Asthma                              | You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months and have no other lung disease.   | Sixty (60) years. |
| 3    | Bell's Palsy                        |  |                   |
| 4    | Benign Positional Vertigo           |  |                   |
| 5    | Bunions                             |  |                   |
| 6    | Carpal Tunnel Syndrome              |  |                   |
| 7    | Cataracts                           |  |                   |
| 8    | Coeliac Disease                     |  |                   |
| 9    | Congenital Blindness                |  |                   |
| 10   | Congenital Deafness                 |  |                   |
| 11   | <b>^Diabetes Mellitus (Type I)</b>  | <ul style="list-style-type: none"> <li>i) You were diagnosed over twelve (12) months ago, and</li> <li>ii) You have no eye, kidney, nerve or vascular complications, and</li> <li>iii) You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol).</li> </ul> | Sixty (60) years. |
| 12   | <b>^Diabetes Mellitus (Type II)</b> | <ul style="list-style-type: none"> <li>i) You were diagnosed over twelve (12) months ago, and</li> <li>ii) You have no eye, kidney, nerve or vascular complications, and</li> <li>iii) You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol).</li> </ul> |                   |
| 13   | Dry Eye Syndrome                    |  |                   |
| 14   | Epilepsy                            | There has been no change to Your medication in the past twelve (12) months.  |                   |
| 15   | Eczema                              |  |                   |
| 16   | Folate Deficiency                   |  |                   |
| 17   | Food Intolerance                    |  |                   |
| 18   | Gastric Reflux                      |  |                   |
| 19   | Goitre                              |  |                   |

|    |                        |   |  |
|----|------------------------|---|--|
| 20 | <b>Glaucoma</b>        |   |  |
| 21 | <b>Gout</b>            | The gout has remained stable for the six (6) months prior to the Issue Date.    |  |
| 22 | <b>Graves' Disease</b> |   |  |
| 23 | <b>Hay Fever</b>       |   |  |
| 24 | <b>Hiatus Hernia</b>   | No surgery is planned in the next twelve (12) months.                           |  |
| 25 | <b>Hip Replacement</b> | It was performed more than six (6) months ago and less than five (5) years ago. |  |

## Approved Medical Condition table (continued)

|    |  |   |  |
|----|--|---|--|
| 26 | Hypercholesterolaemia<br>(Raised Cholesterol)^   | You do not also suffer from a known cardiovascular disease and/<br>or Diabetes. |  |
| 27 | Hyperlipidaemia<br>(Raised Lipids)^              |   |  |
| 28 | Hypertension<br>(Raised Blood Pressure)^         |   |  |
| 29 | Hypothyroidism, including<br>Hashimoto's Disease |   |  |
| 30 | Impaired Glucose Tolerance                       |   |  |
| 31 | Incontinence                                     |   |  |
| 32 | Insulin Resistance                               |   |  |
| 33 | Iron Deficiency Anaemia                          |   |  |
| 34 | Lipoma   |   |  |
| 35 | Macular Degeneration                             |   |  |
| 36 | Meniere's Disease                                |   |  |
| 37 | Menopause  |   |  |
| 38 | Migraine   |   |  |
| 39 | Nocturnal Cramps                                 |   |  |
| 40 | Osteopaenia                                      |   |  |
| 41 | Osteoporosis                                     |   |  |
| 42 | Peptic Ulcer                                     | Your condition has remained stable for more than six (6) months.                |  |
| 43 | Pernicious Anaemia                               |   |  |
| 44 | Plantar Fasciitis                                |   |  |
| 45 | Raynaud's Disease                                |   |  |
| 46 | Rhinitis   |   |  |
| 47 | Rosacea  |   |  |
| 48 | Sinusitis (chronic)                              |   |  |
| 49 | Sleep Apnoea                                     |   |  |
| 50 | Solar Keratosis                                  |   |  |
| 51 | Trigeminal Neuralgia                             |   |  |
| 52 | Trigger Finger                                   |   |  |
| 53 | Vitamin B12 Deficiency                           |   |  |

^ Diabetes (Type I and Type II), Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol) are risk factors for cardiovascular disease. If You have a history of cardiovascular disease, and it is a Pre-Existing Medical Condition, cover for these conditions is excluded following the first twenty-one (21) days from the Start Date of Your Journey.



# Selecting your cover

Certain eligibility criteria apply. We will tell You when You apply whether You meet this criteria e.g.

- You must at least be eighteen (18) years old when You purchase a Policy.
- You must not be over eighty-five (85) years of age at the Start Date.
- You must be a New Zealand resident.

You need to identify the coverage option that is appropriate for Your needs or available to You.

## Coverage options

| Geographical region                       | Covered locations under each Geographical Region   |
|---|--|
| Worldwide                                 | All worldwide locations (excluding Cuba for US Citizens). You must select this geographical region if more than 20% of Your Journey is in the Americas and/or Africa.        |
| Worldwide excluding the Americas & Africa | UK, Europe, Japan, Hong Kong, China, the Middle East, and Indian Sub-Continent and locations covered by geographical regions South East Asia and Australia/Pacific Islands.* |
| South East Asia                           | South East Asia and locations covered by geographical region Australia/Pacific Islands.*   |
| Australia/Pacific Islands                 | Australia, Indonesia and South West Pacific Islands.*  |

\* Covered locations include the Americas (excluding Cuba for US Citizens) and Africa if less than 20% of Your Journey occurs in the Americas and/or Africa.

## Who can be covered

|              |   |
|--------------|---|
| Single cover | Cover for the Insured and Dependent Children and two (2) other Unrelated Children provided You are travelling together on the Journey.              |
| Joint cover  | Cover for the Insured and Spouse/Partner and Dependent Children and two (2) Unrelated Children provided You are travelling together on the Journey. |

Dependent Children and two (2) Unrelated Children are covered for free when the Insured purchases this Policy. There is no restriction on the number of Dependent Children covered, but all Dependent Children, and Unrelated Children must be named on the Policy.

The maximum benefit amount We will pay for claims by You (the Insured and any other persons covered, including Dependent Children and Unrelated Children) is twice the benefit shown in the table below.

In return for cover under the Policy, You are required to pay a premium, as set out in page 18 of this Policy Wording.

For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim. You should keep those documents in a safe place.

The Policy insures You twenty-four (24) hours a day subject to the Policy terms, conditions and exclusions.

## Summary of benefits

The following tables summarise the benefits We can provide and can be used as a quick reference tool. The destinations covered and benefit limits vary according to the geographical region and the plan selected as specified in Your Certificate of Insurance.

A detailed description of the cover is set out in the benefits section. The cover provided is subject to the terms, conditions and exclusions contained in this Policy document.

Please note that other documents that make up the Policy such as the Certificate of Insurance may amend the standard terms, conditions and exclusions contained in this Policy document.

Maximum benefit limits apply, as set out in the following tables. Where specified, sub limits also apply. The term "Unlimited" only means there is no specified dollar limit. Policy terms do however apply limits on what We will pay for such benefits.

If You are travelling with Dependent Children and/or two (2) Unrelated Children on either Single or Joint Cover, the maximum benefit amounts We will pay for claims by You and any other persons covered (including the Dependent Children and/or two (2) Unrelated Children) is twice the benefit shown in the table below subject to the General Condition on page 20.

**Excess:** The excess is the first amount of a claim which You must bear. We do not pay for this amount.

- The Policy excess for all claims is \$100 per claim (GST is not applicable).

## Elite - Schedule of Benefits table

| Schedule of Benefits |  | Maximum Benefit Limit                        |
|----------------------|--|--|
| 1.                   | <b>Overseas Medical and Dental Expenses</b><br>(please refer to Section 1)   | Unlimited                                    |
| 2.                   | <b>Additional Expenses</b>   | Unlimited                                    |
| 2.1                  | <b>Resumption of Journey</b> (sub-limit)   | \$3,000                                      |
| 2.2                  | <b>Special Events</b> (sub-limit)  | \$2,000                                      |
| 2.4                  | <b>If You Die</b> (sub-limit) (please refer to Section 2)  | \$10,000                                     |
| 3.                   | <b>Loss of Deposits and Cancellation Charges</b>   | Unlimited                                    |
|                      | <b>Travel Agent's Cancellation Fee</b><br>(sub-limit) (please refer to Section 3)  | Lesser \$750 or 15% of the refundable amount |
| 4.                   | <b>Luggage and Travel Documents</b>  |  |
| 4.1                  | <b>Loss, Theft or Damage</b>   | \$20,000                                     |
|                      | a) <b>Item Limit</b> (each item)   | \$1,500                                      |
|                      | b) <b>Electronic Equipment</b> (sub-limit)   | \$3,500                                      |
|                      | The item limit and sub-limit shown in a) and b) do not apply to items that You have specified under Optional Extra Cover for Valuable specified Items as shown on Your Certificate of Insurance. |  |
| 4.1.1                | <b>Optional Extra Cover for Valuable (Specified) Items</b>   |  |
|                      | <b>Item Limit</b> (as specified on the Certificate of Insurance)   | \$10,000                                     |
|                      | <b>Combined maximum limit of Valuable Specified Items</b>  | \$20,000                                     |
| 4.2                  | <b>Delayed Luggage Allowance</b>   |  |
|                      | a) <b>More than 24 hours</b> (sub-limit)   | \$750  |
|                      | b) <b>More than 72 hours</b> (sub-limit) (please refer to Section 4)   | \$1,500                                      |
| 5.                   | <b>Replacement of Money</b> (please refer to Section 5)  | \$200  |
| 6.                   | <b>Rental Vehicle Excess</b> (please refer to Section 6)   | \$5,000                                      |
| 7.                   | <b>Travel Delay Accommodation</b> (please refer to Section 7)  | \$1,500                                      |
| 8.                   | <b>Flight Delay</b>  |  |
|                      | a) <b>More than 4 hours</b>  | \$150  |
|                      | b) <b>More than 12 hours</b> (please refer to Section 8)   | \$300  |
| 9.                   | <b>Cash in Hospital</b>  |  |
|                      | a) <b>Daily Amount</b>   | \$150  |
|                      | b) <b>Maximum Amount</b> (please refer to Section 9)   | \$15,000                                     |
| 10.                  | <b>Public Transport Hijacking &amp; Kidnapping</b>   |  |
|                      | a) <b>Daily Amount</b>   | \$1,000                                      |
|                      | b) <b>Maximum Amount</b> (please refer to Section 10)  | \$15,000                                     |
| 11.                  | <b>Personal Liability</b> (please refer to Section 11)   | \$5,000,000                                  |
| 12.                  | <b>Accidental Loss of Life &amp; Permanent Loss</b>  | \$50,000                                     |
|                      | <b>Maximum amount for Dependent Children and/or Unrelated Children</b>   |  |
|                      | a) <b>Accidental Loss of Life</b>  | \$1,000                                      |
|                      | b) <b>Permanent Loss</b> (please refer to Section 12)  | \$10,000                                     |
| 13.                  | <b>Credit Card Balance</b> (please refer to Section 13)  | \$2,500                                      |
| 14.                  | <b>Legal Expenses</b> (please refer to Section 14)   | \$5,000                                      |

### **Period of Cover**

Cover under Section 3 for Loss of Deposits and Cancellation Charges starts from the Issue Date and continues until the end of the Period of Insurance.

All other cover (including Accidental Loss of Life and Permanent Loss) starts from the Start Date and continues until the end of the Period of Insurance.

### **Free Extension of Period of Insurance**

Where Your Journey is necessarily extended due to an unforeseen circumstance outside Your control, Your Period of Insurance will be extended until You are able to travel Home by the quickest and most direct route. The Period of Insurance will not be extended for any other reason.

## **Benefits**

Where We have agreed to enter into a Policy with You, in return for You paying Us or agreeing to pay the required premium, We will provide You with cover for the following benefits where they are covered by the geographical region and plan agreed to. (This will be specified on Your Certificate of Insurance).

Cover is only provided for each applicable benefit:

- where the relevant covered Event occurs in a covered location within the geographical region you selected as shown on Your Certificate of Insurance up to the maximum limits specified in the Summary of Benefits Tables above;
- up to the maximum limits specified in the Summary of Benefits Table above;
- subject to the applicable excess specified above the Summary of Benefits Tables; and
- subject to the terms, conditions and exclusions of the Policy.

**Please keep this document, Your Certificate of Insurance and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future.**

Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details.

## Section 1 - Overseas medical and dental expenses

### We will pay under Section 1:

If, during the Period of Insurance and while on a Journey (other than a part of a Journey which occurs in New Zealand), You suffer an Accidental Injury, or a Sickness or Disease, We will pay or reimburse the reasonable and necessary cost of medical treatment, emergency dental treatment to sound and natural teeth and ambulance transportation which are provided outside New Zealand by or on the advice of a Doctor or dentist and which occur within twelve (12) months of the date of the Accidental Injury, Sickness or Disease up to the maximum limit specified in the Summary of Benefits Table.

If You are admitted to hospital or You anticipate costs covered under this Section 1 are likely to exceed \$2000, You must advise Chubb Assistance as soon as practically possible.

### We will not pay under Section 1:

1. for medical treatment, dental treatment or ambulance transportation which is provided in New Zealand.
2. for costs associated with crowns, dentures or orthodontics.
3. for dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue or involving the use of precious metals.
4. for the continuation of treatment (including medication) commenced prior to Your Journey.
5. for any expenses for a service not approved and arranged by Chubb Assistance or its authorised representative.
6. for any treatment performed or ordered by a person who is not a Doctor.
7. for any expenses incurred in relation to treatment than can be reasonable delayed until You return to New Zealand.
8. for any further expenses incurred by You if We wish to return You to New Zealand but You refuse (where in the opinion of the treating Doctor and Chubb Assistance You are fit to travel).

**See also terms and conditions applicable to Sections 1 and 2 only below, General Exclusions on pages 18-19 and General Conditions on pages 20.**

## Section 2 - Additional expenses

### We will pay under Section 2:

#### 2.1 Resumption of Journey

If, during the Period of Insurance and while on a Journey, Your Journey is interrupted by Your return Home due to an Accidental Injury, Sickness or Disease or death of a Relative or Business Partner in New Zealand, We will pay or reimburse Your reasonable additional transport expenses actually and necessarily incurred (less any refund received for the unused prepaid travel arrangements) to resume Your original Journey, up to the maximum limit specified in the Summary of Benefits Table.

If You return Home in the circumstances set out above, cover is suspended while You are in New Zealand and will recommence once You resume Your Journey, subject to the End Date of Your Policy as shown on Your Certificate of Insurance.

#### Terms and conditions applicable to Resumption of Journey only:

We will pay under Section 2.1 provided:

- a) Your Period of Insurance was at least twenty-three (23) days in duration; and
- b) no greater than 50% of the Period of Insurance had elapsed at the time of the onset of the Accidental Injury, Sickness or Disease or death of a Relative or Business Partner; and
- c) the resumption of Your Journey occurs prior to the End Date of Your Policy; and
- d) no claim due to the same Event is made under Section 3 Loss of Deposits and Cancellation Charges of this Policy; and
- e) the death or Accidental Injury of Your Relative or Business Partner in New Zealand, if relevant, did not occur prior to the commencement of Your Journey; and
- f) the onset of the Sickness or Disease of a Relative or Business Partner in New Zealand, if relevant, did not occur prior to the commencement of Your Journey and You or a reasonable person in the circumstances would not have been aware of the onset of the Sickness or Disease prior to the commencement of Your Journey.

## 2.2 Special Events

If, during the Period of Insurance and while on a Journey, Your Journey is delayed due to an unforeseeable circumstance outside Your control, which would result in You being unable to arrive in time to attend a wedding, funeral, pre-paid conference or pre-paid commercial sporting Event or 25<sup>th</sup> or 50<sup>th</sup> wedding anniversary, which cannot be delayed due to Your late arrival, We will pay or reimburse You for the reasonable additional cost of using alternative public transport to arrive at Your destination on time, up to the maximum limit specified in the Summary of Benefits Table.

## 2.3 If You Become Ill

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury or Sickness or Disease that prevents You from continuing Your Journey, We will pay or reimburse, up to the maximum limit specified in the Summary of Benefits Table:

- (a) reasonable additional hotel accommodation and transport expenses incurred by Your Travelling Companion who remains with or escorts You, until the completion of the Period of Insurance, or You are able to resume Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury or Sickness or Disease, and acceptance by Chubb Assistance of Your inability to continue Your Journey;
- (b) reasonable additional hotel accommodation and transport expenses incurred by Your Relative who travels to and remains with You, following Your being hospitalised as an in-patient, until the completion of the Period of Insurance, or You are able to continue Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury or Sickness or Disease and acceptance by Chubb Assistance of Your inability to continue Your Journey;
- (c) reasonable additional hotel accommodation and transport expenses incurred by You and at the same class/level as originally booked, if You are unable to complete the Journey on the written advice of a Doctor solely by reason of the Accidental Injury or Sickness or Disease and acceptance by Chubb Assistance of Your inability to continue Your Journey. An upgrade

of class/level can be offered if it is deemed necessary by the Doctor and Chubb Assistance approved the upgrade;

- (d) reasonable expenses incurred in returning a hired motor vehicle to the nearest depot provided that, on the written advice of a Doctor, You are unfit to drive it solely by reason of the Accidental Injury or Sickness or Disease, and acceptance by Chubb Assistance of Your inability to drive.

## 2.4 If You Die

If You die during the Period of Insurance and while on a Journey, We will pay or reimburse reasonable funeral or cremation expenses incurred overseas or the cost of returning Your remains to Your Home.

## 2.5 If Your Home or Business Premises Is Destroyed By a Natural Disaster

If, during the Period of Insurance, Your Home or Business Premises is destroyed by a natural disaster, We will pay or reimburse You for the additional cost of Your early return to Your Home.

## 2.6 Other Circumstances

We will pay or reimburse any reasonable and necessary additional hotel accommodation and transport expenses You incur during the Period of Insurance that result from:

- (a) disruption of Your scheduled transport because of riot, strike, civil commotion or hijack if there had been no warning prior to the purchase of the Policy that any such Event was likely to occur;
- (b) loss of passport or travel documents, except involving government confiscation or articles sent through the mail;
- (c) a quarantine regulation You unknowingly breach;
- (d) a natural disaster;
- (e) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling; or
- (f) Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions.

In relation to 2.6 (f), We will pay or reimburse up to \$250, providing written confirmation of the delay has been obtained from the Transport Provider.

**See also terms and conditions applicable to Sections 1 and 2 only below, General Exclusions on pages 18-19 and General Conditions on pages 20.**

## **Terms and conditions applicable to Sections 1 and 2 only:**

We have the option of returning You to New Zealand if the cost of overseas medical and/or additional expenses are likely to exceed the cost of returning You to New Zealand, subject always to medical advice. We also have the option of evacuating You to another country. However, if We return You to New Zealand We shall not be liable to pay or reimburse You any medical or dental expenses.

1. In all cases, the cost of evacuation or to repatriate You back to New Zealand from overseas will only be paid if it was arranged by and deemed necessary by Chubb Assistance, except, if due to reasons beyond Your control, You are unable to notify Chubb Assistance to make the necessary evacuation arrangements. In that case, We shall, if satisfied that the evacuation was due to the necessary medical treatment not being available either at the nearest Hospital where You were transported to or in the immediate vicinity thereof, reimburse You for expenses incurred in relation to the evacuation, up to the amount which Chubb Assistance, in its reasonable assessment, would have incurred for services provided under the same circumstances, subject to the terms and conditions of this Policy.
2. Chubb Assistance or its authorised representative shall arrange for the evacuation within a reasonable timeframe and utilise the best suited means based on the medical severity of Your condition, including but not limited to air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by Chubb Assistance, or its authorised representative, and will be based solely upon medical necessity. You may, in appropriate circumstances, be returned to New Zealand.
3. If You are hospitalised overseas, We will pay for a share room. If a share room is not available, We will, at Our discretion and that of Our medical advisers, pay to upgrade You to a single room.
4. If You do not hold a return airline ticket, an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.

## **Section 3 - Loss of deposits and cancellation charges**

### **We will pay under Section 3:**

Cover for loss of deposits and cancellation charges under Section 3 begins from the Issue Date of Your Policy, as shown on Your Certificate of Insurance. Cover for curtailment charges commences with the Journey.

If, following the Issue Date of Your Policy, Your Journey is cancelled, curtailed or unable to be completed because of

the unforeseeable death, Accidental Injury or Sickness or Disease of You, Your Travelling Companion, Relative or Business Partner in New Zealand or because of any other unforeseen circumstances outside Your control, We will pay or reimburse You the non-refundable unused portion of all travel costs prepaid in advance including a travel agent's cancellation fee, as well as the reasonable and necessarily incurred additional travel, hotel and out-of-pocket expenses, up to the maximum limit specified in the Summary of Benefits Table, subject to the following limit:

The maximum amount We will reimburse for the travel agent's cancellation fee is limited to the lesser of \$750 or 15% of the refundable amount of the cancelled travel arrangements.

### **We will not pay under Section 3:**

#### **For loss caused by or arising from:**

1. Transport Provider delays, cancellation or rescheduling (unless it is as a result of a strike of which there had been no warning prior to the Issue Date);
2. any change of plans or disinclination on Your part or that of any other person to travel;
3. Your financial circumstances or any contractual or business obligation;
4. the failure of Your travel agent to pass on monies to operators or to deliver promised services;
5. a request by Your Relative or employer, unless You are a member of the New Zealand Armed Services or emergency services and Your leave is revoked;
6. a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or the negligence of a wholesaler or operator;
7. any government regulation, prohibition or restriction;
8. Your death on a Journey if, in respect of a claim for Your unused return flight Home, a claimable loss has been paid under Section 2.4;
9. the death, Accidental Injury, Sickness or Disease of Your Travelling Companion, Relative or Business Partner for travel anywhere except to Your Home.

**See also General Exclusions on pages 18-19, General Conditions on page 20 and Pre – Existing Conditions on pages 5-7.**

## **Section 4 - Luggage and travel documents**

### **We will pay under Section 4:**

#### **4.1 Loss, Theft Or Damage**

If, during the Period of Insurance and while on a Journey, Your luggage and/or personal effects and/or travel documents are lost, stolen or damaged, We will, at Our discretion, reimburse the value of that

luggage and/or personal effects (after allowing for reasonable depreciation) or repair or replace the luggage and/or personal effects, up to the maximum limit specified in the Summary of Benefits Table.

Limits apply for any one (1) item. A set or pair of items (including attached and unattached accessories) will be treated as one (1) item for the purpose of this limit.

We will not reimburse more than a proportionate amount of the value of any item which is a pair or set for any part of the item. No allowance is made for any special value which the item may have as a pair or set.

A Policy sub limit applies to Electronic Equipment.

For all jewellery and Electronic Equipment placed in the care of a Transport Provider, the maximum amount We will reimburse is \$1,000 in total. Full cover will apply where the Transport Provider has specifically instructed You that such items must be placed in the hold and no prior instruction or advice regarding this requirement was available to You prior to checking in.

#### **4.1.1 Optional Extra Cover for Valuable (Specified) Items**

Optional extra cover is available for luggage and personal effects by specifying the individual items and paying an additional premium when You buy Your Policy. Cover is available up to the original cost price of the item, to a maximum \$10,000 per item, provided the combined total for all specified items does not exceed \$20,000.

The most We will pay is limited to the item value shown on Your Certificate of Insurance or the original cost of the item, whichever is lower.

#### **Terms and conditions applicable to Section 4.1.1 - Optional Extra Cover for Valuable (Specified) Items:**

We will accept the following as proof of ownership and value for claims assessment;

1. an original receipt no older than twenty-four (24) months prior to the date You specified the item to Us; or
2. an original receipt as proof of ownership and a current valuation dated within twelve (12) months prior to the date You specified the item to Us; or
3. documentation showing the personal item specified on Your domestic contents insurance Policy as proof of ownership and a current valuation dated within twelve (12) months prior to the date You specified the item as proof of value.

If You do not have any of the above, You will be required to provide evidence of ownership and/or arrange for the item to be valued at Your own expense. In these

circumstances, acceptance of evidence of ownership and acceptance of a claim will be at Our discretion.

#### **4.2 Delayed Luggage Allowance**

If, during the Period of Insurance and while on a Journey, all Your luggage is delayed by a Transport Provider for more than twenty-four (24) hours, We will reimburse You for essential emergency items of clothing and toiletries You purchase. This limit is doubled if You have still not received luggage after seventy-two (72) hours.

The original receipts for the items and written confirmation of the delay from the Transport Provider must be produced in support of Your claim. If Your luggage is not ultimately returned to You, any amount claimable under this benefit will be deducted from any entitlement under Section 4.1 Loss, Theft or Damage above.

#### **4.3 Travel Document Replacement**

If, during the Period of Insurance, Your travel documents and/or credit cards are lost or stolen, We will reimburse You their replacement cost. We will also pay or reimburse You for Your legal liability arising from their illegal use. You must however comply with all the conditions of the issue of the travel documents and/or credit cards prior to and after their loss or theft.

#### **Automatic Re-instatement of Sum Insured for Section 4**

In the Event that a claimable loss or damage to Your luggage and/or personal effects is incurred, We will allow You one (1) automatic re-instatement of that maximum amount but only in respect of loss or damage to Your luggage and/or personal effects.

#### **We will not pay under Section 4:**

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report;
2. for items left unattended in any motor vehicle unless the vehicle is locked, the items are stored out of sight and forced entry is gained;
3. for items left unattended in any motor vehicle overnight (even if stored out of sight);
4. for jewellery or Electronic Equipment left unattended in any motor vehicle at any time (even if stored out of sight);
5. for jewellery or Electronic Equipment whilst carried in or on any Conveyance, unless they accompany You as personal cabin baggage. Cover will apply if the Transport Provider has specifically instructed You that such items must be placed in the hold and no prior instruction or advice regarding this requirement was

- available to You prior to checking in;
6. for items left unattended in a Public Place;
  7. for sporting equipment and bicycles whilst in use;
  8. for items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied;
  9. for surfboards or waterborne craft of any description;
  10. for damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles or to lenses in cameras, video cameras or binoculars;
  11. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
  12. for electrical or mechanical breakdown;
  13. for negotiable instruments or any cash, bank or currency notes, postal or money orders.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 5 - Replacement of money

### We will pay under Section 5:

If, during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in New Zealand), Your cash, bank or currency notes, postal or money orders are accidentally lost or stolen from Your person, We will reimburse You for their value, up to the maximum limit specified in the Summary of Benefits Table.

### We will not pay under Section 5:

1. for loss or theft of New Zealand currency, including cash, bank or currency notes or postal or money orders in New Zealand;
2. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. In order to make a claim under Section 5 of the Policy, You must provide Us with a written record prepared by the police or Transport Provider at the time the loss or theft is reported;
3. for loss or theft of cash, bank or currency notes, postal or money orders whilst not carried on Your person;
4. for loss or theft of cash, bank or currency notes, postal or money orders by or from Your Dependent Children and Unrelated Children.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 6 - Rental Vehicle Excess

### We will pay under Section 6:

If, during the Period of Insurance and while on a Journey, You become liable to pay a Rental Vehicle insurance excess

as a result of a collision involving, or theft of, a Rental Vehicle whilst in Your control, We will reimburse You for the excess, up to the maximum limit specified in the Summary of Benefits Table.

### We will not pay under Section 6:

1. for any damages unless as part of the Rental Vehicle arrangement, You have accepted the compulsory motor insurance provided by the Rental Vehicle organisation, against loss or damage to the Rental Vehicle during the rental period;
2. for any collision or theft arising from the operation of a Rental Vehicle in violation of the terms of the rental agreement or applicable motor vehicle insurance Policy.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 7 - Travel delay accommodation

### We will pay under Section 7:

If, during the Period of Insurance and while on a Journey, Your pre-booked transport is temporarily delayed for at least six (6) hours due to an unforeseeable circumstance outside Your control, We will reimburse You for reasonable additional hotel accommodation expenses, up to the maximum limit specified in the Summary of Benefits Table.

### Terms and conditions applicable to Section 7:

You must claim from the Transport Provider first and provide Us with written confirmation from the Transport Provider of the cause and period of the delay and the amount of compensation offered by them. You must also provide Us with receipts for the hotel accommodation expenses incurred.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 8 - Flight delay

### We will pay under Section 8:

If, during the Period of Insurance and while on a Journey, departure of Your Scheduled Flight is delayed for more than four (4) hours due to an unforeseeable circumstance outside Your control, and no alternative transportation is made available to You within (4) hours of the scheduled departure time of such flight, We will reimburse You for restaurant meals and refreshments, up to the maximum limit specified in the Summary of Benefits Table. This amount is doubled if Your Scheduled Flight remains delayed for more than twelve (12) hours.

### Terms and conditions applicable to Section 8:

1. You must claim from the Transport Provider first and provide Us with written confirmation from the Transport Provider of the cause and period of the delay and the amount of compensation offered by them. You must



also provide Us with receipts for the restaurant meals and refreshments expenses incurred.

2. Should more than one (1) person under Your Policy claim under this benefit in relation to the same Event, You can only claim a maximum of double the benefit limits specified.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 9 - Cash in hospital

### **We will pay under Section 9:**

If, during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in New Zealand), You suffer an Accidental Injury or Sickness or Disease, We will pay You the daily amount set out in the Summary of Benefits Table for each twenty-four (24) hour period You are confined to a hospital overseas, provided that the period of confinement exceeds forty-eight (48) hours.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 10 - Public transport hijacking and kidnapping

### **We will pay under Section 10:**

If, during the Period of Insurance and while on a Journey (other than a part of a Journey which occurs in New Zealand), You are detained on public transport due to it being hijacked by persons using violence or threat of violence or if You are kidnapped, We will pay You the daily amount for Public Transport Hijacking and Kidnapping for each twenty-four (24) hours You are forcibly detained by the hijackers or kidnappers, up to the maximum limit specified in the Summary of Benefits Table.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 11 - Personal liability

### **We will pay under Section 11:**

If, during the Period of Insurance and while on a Journey (other than a part of a Journey which occurs in New Zealand), You commit an act of negligence which results in You becoming legally liable to pay compensation for either physical damage caused to someone else's property or the bodily injury or death of someone else, We will pay or reimburse that compensation, up to the maximum limit specified in the Summary of Benefits Table.

### **We will not pay under Section 11:**

1. for loss of or damage to property belonging to or held in trust by or in custody or control of You;
2. for injury, loss or damage caused by or arising from any mechanically propelled vehicle, aircraft or watercraft when You are the owner or driver or pilot thereof or

have it in Your care, custody or control or where the pilot is Your employee or agent

3. for injury, loss or damage to property caused by or arising from:
  - (a) the nature of products sold by You;
  - (b) advice furnished by You; or
  - (c) the conduct of Your business, trade or profession;
4. for liability assumed under contract unless such liability would have arisen in the absence of such contract;
5. for aggravated, exemplary or punitive damages or the payment of any fine or penalty;
6. for liability arising out of any wilful or malicious act;
7. for liability arising out of the transmission of a sexually transmittable disease.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 12 - Accidental loss of life and permanent loss

### **We will pay under Section 12:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury:

1. that solely results in Your Accidental Loss of Life, We will pay Your estate the amount shown on Your Certificate of Insurance provided Your Accidental Loss of Life occurs within twelve (12) months of the date of the Accidental Injury. The maximum amount We will pay in respect of Dependent Children/Unrelated Children is \$1,000 per Child. Payment for death benefits relating to children under 16 years can only be paid to one of the persons listed in section 67C of the Life Insurance Act 1908. These people include, but are not limited to, the child's parent(s), guardian(s), or a parent or guardian and the spouse of that parent or guardian jointly;
2. that results in Your Permanent Loss within twelve (12) months of the date of the Accidental Injury, We will pay You the amount shown on Your Summary of Benefits Table. The maximum amount We will pay in respect of Dependent Children/Unrelated Children is \$10,000 each, which shall be payable to the parent or legal guardian of the relevant.

### **Terms and conditions applicable to Section 12:**

1. You must obtain and follow advice and treatment given by a Doctor as soon as possible after suffering an Accidental Injury.
2. The Accidental Loss of Life benefit payable as a result of a Disappearance will only be paid if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Injury.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 13 - Credit card balance

### **We will pay under Section 13:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury that results in Your Accidental Loss of Life, We will pay Your estate the amount outstanding on any charge or credit card account in Your name as at the time of the Accidental Injury giving rise to Your Accidental Loss of Life up to the maximum limit specified in the Summary of Benefits Table.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

## Section 14 - Legal expenses

### **We will pay under Section 14:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury that results in Your Accidental Loss of Life, We will pay Your estate the legal expenses incurred by a beneficiary of Your estate in seeking compensation or damages in relation to Your Accidental Injury or resulting Accidental Loss of Life, provided that all expenses are incurred with Our written consent and, should We wish, We have control over the selection and appointment of legal representatives and the conduct of the proceedings.

### **We will not pay under Section 14:**

1. for any legal expenses associated with any legal action against a tour operator, travel agent, accommodation supplier or carrier involved in the arrangement or provision of Your travel or accommodation for Your Journey;
2. for any legal expenses incurred without Our written consent;
3. for any legal expenses where the claim is reported to Us more than six (6) months after the accident causing Your Accidental Injury or Accidental Loss of Life;
4. for any legal expenses where We consider there would be no likelihood of success of the legal action or no benefit in seeking compensation or damages;
5. for any legal expenses associated with any legal action against any insurance company.

**See also General Exclusions on pages 18-19 and General Conditions on page 20.**

# Premium

We take a number of factors into account when calculating Your premium which could include Your risk profile, the geographical region You have chosen and other information You provide to Us when applying for this insurance.

Factors that increase the risk to Us generally increase the premium (e.g. where You apply for the Worldwide plan) and those that lower the risk reduce premium payable (e.g. where You are undertaking a short Journey). Your premium includes any amounts payable that take into account Our obligation (actual or estimated) to pay any relevant compulsory government charges (including GST) in relation to the Policy.

We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid. Cover is effective from the Policy Issue Date as shown on Your Certificate of Insurance.

## General exclusions

### **We will not (under any Section) pay for claims arising directly or indirectly from:**

1. costs or expenses incurred outside the Period of Insurance;
2. air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by an airline or an air charter company;
3. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power;
4. an act of Terrorism with respect to benefit sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 (this exclusion does not apply to benefit section 1 Overseas medical and dental expenses);
5. any loss or expense with respect to Cuba for US Citizens or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
6. any loss or expenses which, if reimbursed or paid by Us, would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
7. any nuclear reaction or contamination, ionising rays or radioactivity;
8. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities;
9. any unlawful act committed by You or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim;
10. any government prohibition, regulation or intervention;
11. Section 2 Additional Expenses or Section 3 Loss of Deposits and Cancellation Charges in respect of any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel;
12. travel booked or undertaken against the advice of any Doctor or after a Terminal Illness had been diagnosed;
13. loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care;
14. any Pre-Existing Medical Condition that does not appear on the accepted list of Pre-Existing Medical Conditions (pages 6-7);
15. You taking any blood-thinning prescription medication (including but not limited to the following brands: Warfarin, Coumadin, Jantoven, Lawarin, Marevan, Waran and Warfant);
16. any Pre-Existing Medical Condition of any other person unless the person is hospitalised or dies in New Zealand after the Issue Date and at the Issue Date, You have a reasonably held view that the chance of a claim occurring was highly unlikely. The maximum amount We will pay under the Policy for claims arising from this is \$4,000;
17. pregnancy or childbirth involving You or any other person
  - a) if You are aware of the pregnancy prior to the Issue Date of the Policy and:
    - i. where complications of this pregnancy have occurred prior to this date, or
    - ii. where the conception was medically assisted; or
  - b) after the twenty-fourth (24th) week of pregnancy or where the problem arising is not an unexpected serious medical

- complication;
18. suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, the transmission of any sexually transmittable disease or virus, alcohol or drug dependency unless prescribed by a Doctor and taken in accordance with the Doctor's advice;
  19. any conduct engaged in by You whilst under the influence of alcohol or drugs, unless prescribed by a Doctor and taken in accordance with the Doctor's advice.
  20. nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey;
  21. participation by You or Your Travelling Companion in hunting, racing (other than on foot), polo playing, Professional Sport, mountaineering or rock climbing (other than hiking) using ropes or guides, pot holing, caving, abseiling, BASE jumping or kite surfing;
  22. diving underwater using an artificial breathing apparatus unless You hold a recognized diving qualification and You are diving within the limits of that qualification, or You are diving under the direct supervision of a qualified diving instructor;
  23. You travelling in international waters in a private sailing vessel or a privately registered vessel;
  24. participation by You or Your Travelling Companion in motor cycling for any purpose except involving the use of a hired motorcycle with an engine capacity of 200cc or less, provided that the driver holds a current New Zealand Motor Cycle License and a helmet is being worn;
  25. participation by You or Your Travelling Companion in ballooning, bungee jumping, parasailing, white-water rafting, black-water rafting or white-water kayaking unless carried out with a licensed operator;
  26. parachuting, paragliding or hang-gliding unless carried out in tandem under licensed instruction;
  27. snow skiing/boarding outside designated commercial ski field areas, or in areas within designated commercial ski fields that are closed due to adverse conditions;
  28. consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy;
  29. any Goods and Services Tax (GST) liability or any fine, charge or penalty You are liable for because of a failure to fully disclose to Us Your input tax credit entitlement for the premium;
  30. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
  31. any benefit that would breach the Insurance (Prudential Supervision) Act 2010.

## Cooling off period

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if this insurance meets Your needs. You may cancel Your Policy simply by advising Us in writing within those fourteen (14) days to cancel it. If You do this We will refund any premiums You have paid during this period.

These cooling off rights do not apply if You have commenced the Journey or You have made or You are entitled to make a claim during this period.

## Cancellation of your policy

We may cancel Your Policy by giving You written notice to the address on file where You have:

- (a) breached the Duty of Disclosure;
- (b) breached a provision of Your Policy;
- (c) made a fraudulent claim under any Policy of insurance.

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured.

You may cancel Your Policy during the cooling off period by giving Us written notice.

## General conditions

### Commencement and Period of Your Policy

Your Policy begins on the Issue Date of Your Policy as shown on Your Certificate of Insurance and continues until the end of the Period of Insurance or until it is cancelled. Only the cover provided under Section 3 Loss of Deposits and Cancellation Charges is available from the Issue Date. The other covers all start from the Start Date.

### Significant Tax Implications

Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your Policy for business purposes. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

### Goods and Services Tax

1. Where You are a registered entity You may be entitled to an input tax credit for Your premium and/or for things covered by this Policy. You must disclose these entitlements to Us if You make a claim under Your Policy.
2. If We agree to pay a claim under Your Policy, We will base any claim payment on the Goods and Services Tax (G.S.T.) inclusive costs (up to the relevant Policy limit). However, We will reduce any claim payment by an input tax credit You are, or would be, entitled to for the repair or replacement of insured property or for other things covered by this Policy.

### New Zealand Law

You must be a New Zealand resident to be covered by this Policy.

Your Policy is governed by the laws of New Zealand. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of New Zealand.

### New Zealand Currency

All payments by You to Us and Us to You or someone else under Your Policy must be in New Zealand currency.

If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand Dollars (NZD) will be the rate at the time You incur the expense or suffer the loss

### Legislative Cap on Death Benefits for Children

In respect of Dependent Children and Unrelated Children (if an Insured Person) under the age of ten (10) years at the time of loss, the amount of any benefit payable under Section 12 (Accidental Loss of Life and Permanent Loss) Section 2.4 and any other benefit payable in relation to their death, is limited to a total of NZD\$2,000 less any other amount permitted to be paid in respect of the same child by another company or by any friendly society.

# Claims

You should advise Us as soon as possible of an occurrence or Event which could lead to a claim.

## **Procedure for making a claim**

If You, or Your legal representative wishes to make a claim You or they must:

- (a) complete a claim form (claim forms are available from Us), and attach to the claim form:
  - (i) receipts for any expenses that are being claimed;
  - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage;and
- (iii) any other documentary evidence required by Us under Your Policy;
- (b) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical;
- (c) give Us at Your or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim;
- (d) not make any offer, promise of payment or admit any liability without Our written consent; and
- (e) help Us to make any recoveries, We have the right to sue under any other party in Your name to recover money payable under the Policy or to choose to defend any action brought against You. You must provide reasonable assistance to Us.

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

## **Processing and payment of claims**

We must take all reasonable steps to pay a valid claim promptly.

If We pay an Accidental Loss of Life, Credit Card Balance or Legal Expenses benefit We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You.

# Fair insurance code

We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers. Further information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.

# Complaints and dispute resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that you may access, at no cost to you. To assist Chubb with your enquiries, please provide us with your claim or policy number (if applicable) and as much information you can about the reason for your complaint or dispute. Chubb's complaints and dispute procedures are as follows:

## Stage 1 - Complaint Handling Procedure

If you are dissatisfied with any of Chubb's products or services and you wish to lodge a complaint, please contact us via

Email: [Complaints.NZ@chubb.com](mailto:Complaints.NZ@chubb.com)  
Phone: 0800 422 346  
Fax: +64 (9) 303 1909  
Post: The Complaints Officer  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

## Stage 2 – Dispute Resolution Procedure

If you are dissatisfied with Chubb's response to your complaint, you can advise that you wish to take your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

Email: [DisputeResolution.NZ@chubb.com](mailto:DisputeResolution.NZ@chubb.com)  
Phone: +64 (9) 377 1459  
Fax: +64 (9) 303 1909  
Post: Internal Dispute Resolution Service  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

## Stage 3 - External Dispute Resolution

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Commerce & Consumer Affairs. If you are dissatisfied with our dispute determination or we are unable to resolve your complaint or dispute to your satisfaction within two months you may contact FSCL via:

Postal address: PO Box 5967, Lambton Quay, Wellington 6145  
Telephone: 0800 347 257 (Call Free for consumers) or (+64 4) 472 FSCL (472 3725)  
Facsimile: (+64 4) 472 3728  
E-mail: [info@fscl.org.nz](mailto:info@fscl.org.nz)  
Web: [www.fscl.org.nz](http://www.fscl.org.nz)

Please note if you would like to refer your complaint or dispute to FSCL you must do so within 2 months of the date of our dispute determination.

Further details regarding our complaint handling and dispute resolution procedures are available from our website and on request.

# Privacy statement

Chubb Insurance New Zealand Limited (Chubb) is committed to protecting your privacy. Chubb collects, uses and retains your personal information in accordance with the principles in the Privacy Act 1993.

## Personal Information Handling Practices

### Collection, Use and Disclosure

Chubb collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim, complaint or dispute. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them, to handle any claim, complaint or dispute that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim, complaint or dispute.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the Chubb group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

### Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

### How to Contact Us

If you would like to access a copy of your personal information, or to correct or update your personal information, or if you have a complaint or want more information about how Chubb is managing your personal information, please contact the Privacy Officer by posting correspondence to:

Chubb Insurance New Zealand Limited  
PO Box 734, Auckland 1140  
Tel: +64 (9) 377 1459  
or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com).



# Updating our policy wording

We may update the information contained in Our Policy Wording when necessary. A paper copy of any updated information is available to You at no cost by calling Us.

We will issue You with a new Policy Wording or a supplementary Policy Wording where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

## Definitions

Please use this definitions section to find the meaning of these words throughout this booklet.

**Accidental Injury** means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent, external and visible means; and
- (b) occurs as a result of an accident occurring during Your Period of Insurance; and
- (c) results within twelve (12) months of the accident; and
- (d) includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- (e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

**Accidental Loss of Life** means death occurring as a result of an Accidental Injury and includes Disappearance.

**Business Partner** means a person with whom You own a registered New Zealand business with a New Zealand company number.

**Business Premises** means, in relation to Your registered New Zealand business that has a New Zealand company number, trading premises or headquarter premises You own or occupy.

**Certificate of Insurance** means the document We send You which contains details of the cover provided to You by Us.

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

**Conveyance** means any aircraft, bus, coach, train or watercraft provided and operated by a carrier duly licensed or authorised for the regular transportation of fare-paying passengers.

**Dependent Children** means the unmarried dependent child or children of the Insured (including step or legally adopted child(ren) who are:

- (a) up to and including eighteen (18) years of age; or
- (b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning and primarily dependent upon the Insured for maintenance and support.

**Disappearance** means if Your body has not been found within twelve (12) months from the date of the Disappearance, sinking or wrecking of a conveyance in which You were travelling on that date, We will presume, subject to there being no evidence to the contrary, You have died as a result of an Accidental Injury.

**Doctor** means a legally registered medical practitioner who is not You or Your Relative.

**Electronic Equipment** means camera and video equipment, personal/business computers, palm pilots, mobile phones, portable music playing devices, and other items deemed by Us to be Electronic Equipment.

**End Date** means the date you complete your Journey or the date Your Policy ends as shown on Your Certificate of Insurance, whichever is the earlier.

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

**Foot** means the entire Foot below the ankle.

**Hand** means the entire Hand below the wrist.

**Home** means Your usual place of residence in New Zealand.

**Insolvency** means bankruptcy, provisional liquidation, liquidation, Insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

**Insured** means the person named as the Insured on the Certificate of Insurance and who pays the premiums to Us in respect of Insured Persons.

**Insured Person** means any person who is named as an Insured Person on Your Certificate of Insurance and with respect to whom premium has been paid or agreed to be paid.

**Issue Date** means the date We agree to provide insurance under the Policy as shown on Your Certificate of Insurance.

**Journey** means the period commencing at the time You leave Your Home to start Your Journey to which this Policy applies and ceasing at the time You return to Your Home, provided the Journey:

- (a) commences while this Policy is in force; and
- (b) has an overseas destination.

**Limb** means the entire Limb between the shoulder and the wrist and includes the whole Hand, or between the hip and the ankle and includes the whole Foot.

**Period of Insurance** means

- (a) in respect of claims arising from Loss of Deposits and Cancellation Charges under Section 3 the period starting from the Issue Date and ending on the End Date; and
- (b) in respect of all other cover, the period starting from the Start Date and ending on the End Date.

**Permanent Loss** means:

- (a) physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months and at the expiry of that period, in the opinion of a Doctor, is beyond hope of improvement; or
- (b) irrecoverable loss of all sight in an eye;

which in each case is caused by an Accidental Injury.

**Policy** means Your Policy Wording and Certificate of Insurance and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.

**Policy Wording** means this document.

**Pre-Existing Medical Condition** means:

- (a) any physical, condition, or symptoms, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a Doctor prior to the Issue Date; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware at the Issue Date.

**Professional Sport** means any sport for which You receive any fee or monetary reward as a result of Your participation.

**Public Place** means shops, airports, streets, hotel foyers and grounds, restaurants, beaches, private car parks and any place the public has access to.

**Relative** means Your Spouse/Partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, great-grandparent, grandparent or grandchild.

**Rental Vehicle** means a rented sedan, campervan, hatchback, station-wagon, campervan, motorcycle or other non-commercial vehicle rented from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person on public roadways and shall not include any other vehicle or use.

**Scheduled Airline** means an airline listed in the official airline guide or equivalent and the air carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and, in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Scheduled Airline does not include private charter.

**Scheduled Flight** means a flight on a Scheduled Airline.

**Sickness or Disease** means a sickness or disease which requires immediate treatment by a Doctor and which is not an Accidental Injury.

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

**Spouse/Partner** means the person named as Spouse/ Partner on the Certificate of Insurance and who must be the Insured's husband or wife, de-facto or life partner (including a same sex partner) with whom the Insured has continuously cohabited for a period of three (3) months or more.

**Start Date** means the date You commence Your Journey as shown on your Certificate of Insurance.

**Terminal Illness** means any medical condition, which is likely to result in death & which has been diagnosed by a Doctor prior to purchasing the Policy.

**Terrorism** means activities against persons, organisations or property of any nature:

- (a) that involves the following or preparation for the following:
  - i. use of, or threat of, force or violence; or
  - ii. commission of, or threat of, force or violence; or
  - iii. commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- (b) when one (1) or both of the following applies:
- i. the effect is to intimidate or coerce a government of the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - ii. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Transport Provider** means a properly licensed coach operator, airline, shipping line or railway company.

**Travelling Companion** means a person travelling with the Insured on the Journey.

**Unrelated Children** means any unmarried child or children who are not related to the Insured and who are:

- (a) up to and including eighteen (18) years of age; or
- (b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning.

**War** means War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We, Our, Us** means the insurer Chubb Insurance New Zealand Limited (Company No. 104656, FSP No. 35924).

**You, Your** means the person/s named as the Insured and also includes those named as Insured Persons on Your Certificate of Insurance with respect to whom premium has been paid or agreed to be paid.