



# DOMESTIC TRAVEL INSURANCE POLICY WORDING

Effective 26 October 2020

**EXPLORE WITH US**



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# IMPORTANT MATTERS

This document is **Our** Domestic Travel Insurance Policy Wording. **Our** Comprehensive Plan provides higher limits and extended benefits while the Cancellation Only Plan provides cover for cancellation costs only and has a lower policy limit.

If **You** are travelling on a **Cruise** (refer to the **DEFINITIONS** section to check what **We** mean by **Cruise**), **You** must purchase the Comprehensive Plan and add the Cruise Pack if **You** wish to have cover under any section of this policy for claims directly or indirectly caused by or arising from **Your Cruise**.

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

## Who is eligible to purchase a policy?

**You** are eligible to purchase a policy if **You** meet the following criteria:

**You** have a **Home** in New Zealand and **You**:

- a) are a **New Zealand Resident** or **Temporary Resident**; and
- b) **You** purchase **Your** policy before starting **Your Journey**; and
- c) **Your Journey** will start and end in New Zealand; and
- d) **You** intend to return to **Your Home** after **Your Journey**.

If requested, **You** will need to prove **Your** eligibility by providing any of the following:

- a) a copy of **Your** passport;
- b) New Zealand residency documents;
- c) a copy of **Your** current visa; or
- d) other official documents confirming **Your** right to reside in New Zealand.

## What we will pay

In consideration of the payment of the premium, **We** agree to indemnify **You** in the manner and to the extent set out in this document. This document, the Certificate of Insurance and any written confirmation issued by **Us** extending or limiting cover form **Your** insurance contract.

**We** will pay claims up to the Maximum Benefit amounts shown in the Schedule of Benefits,

depending on whether **You** have elected to purchase the Comprehensive Plan or the Cancellation Only Plan. **Your** Certificate of Insurance states the type of Plan **You** have purchased.

The policy limits apply per **Insured Person** and are stated in New Zealand Dollars. Policy benefits for **Dependent Children** will be shared within the policy limits of **Insured Person(s)**.

Please read this Policy Wording carefully and note the exclusions in each section along with the **GENERAL EXCLUSIONS** to ensure that **You** understand the cover provided by **Us**.

If **You** need any clarification on **Your** cover or the Policy Wording please contact either **Your** issuing agent, or **Our** Customer Care Team on Toll Free **0800 800 048**.

## Insured

The insured(s) under this policy is the person or persons named on the Certificate of Insurance. In this document, the insured is also referred to as "**You**" or "**Your**".

**Dependent Children** travelling with an **Insured Person** are covered at no additional charge.

## Period of insurance

**Your** policy commences once a Certificate of Insurance has been issued to **You** and the required premium is paid. The period of insurance for all policies continues until the expiry date shown on **Your** Certificate of Insurance or until **You** return to **Your Home**, whichever is the earlier date.

## Excess

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

## Emergency Assistance

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

**We** provide **Our** customers with easy access to **Our** 24hour Emergency Assistance service.

A single call will put **You** directly in touch with a travel insurance specialist who will be able to assist **You** and confirm cover available under **Your** policy. **You** will be advised of any steps **You** will need to follow in claiming under **Your** policy.

Call **Us** toll free on **0800 800 048** between the hours of 8.30am to 5pm NZST, Monday to Friday.

After hours and on weekends, call **Us** reverse charge through the telephone operator: **+64 9 486 6868**.

## Pre-existing Medical Conditions

It is important to understand that **Pre-existing Medical Conditions** cannot be covered under the Cancellation Only Plan.

If **You** have purchased the Comprehensive Plan, **Your Pre-existing Medical Conditions** may be covered automatically if they meet certain criteria. Refer to the **PRE-EXISTING MEDICAL CONDITIONS** section of this policy for more information.

Cover for **Pre-existing Medical Conditions** which are not automatically covered may be available for an additional premium following a medical assessment. If **You** have any queries on this, **You** can contact **Our** Customer Care Team on **0800 100 124**.

## Correctness of statements and fraud

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

## Duty of disclosure

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

Examples of information **You** may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction subject to the Criminal Records (Clean Slate) Act 2004;

- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past.

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

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

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

## Change of circumstances

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

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

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

## Cancelling this policy

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

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

## Cooling-off period

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

## Extension of the period of insurance

If there is a delay outside of **Your** control:

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

This policy is extended by up to 3 months to allow **You** to complete **Your Journey** by the next available and convenient transportation.

## Jurisdiction and Choice of Law

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

## Limitation of cover

Notwithstanding anything contained in this Policy Wording **We** will not provide cover nor will **We** make any payment or provide any service or benefit to any person or party where providing such cover, payment, service or benefit would expose **Us** to or violate any applicable trade or economic sanction or any law or regulation.

## Fair Insurance Code

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

## Dispute Resolution Process

If **You** have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or **Our** representatives, please call **Us** on **0800 800 048** or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33–313, Takapuna, Auckland 0740, New Zealand, or email **Your** complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz). **We** will attempt to resolve the matter in accordance with **Our** Internal Dispute Resolution procedure.

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



## Privacy Notice

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

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

You authorise us to disclose your personal information to recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the above processes, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage (including "cloud storage") and data handling providers, transportation providers, legal and other professional advisers, your agents, broker and travelling companions, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you have bank credit card insurance, the Insurance Claims Register and our related and group companies and Hollard. Some of these third parties may be located in other countries including in Australia, Europe, Asia, Canada or the USA. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of New Zealand privacy laws.

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

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

You can: (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed; (2) correct and update your personal information (subject to the provisions of applicable privacy legislation), and (3) ask for a copy of your personal data in an electronic format for yourself

or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why. You may not access or correct personal information of others unless you have been authorised by their express consent or are otherwise permitted by law.

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

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

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

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

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Ltd (ICR), PO Box 474, Wellington. This policy is issued to **You** on the condition that **You** authorise **Us** to place details of any claims made against this policy on the database of ICR, where they will be retained and be available for other insurance companies to inspect.

**You** also authorise **Us** to obtain from ICR personal information about **You** that is (in **Our** view) relevant to this policy or any claim made against it. **You** have certain rights of access to and correction of this information, subject to the provisions of applicable privacy legislation.

# DEFINITIONS

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

## Close Relative

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

## Complications

Means any secondary diagnosis, occurring prior to, during the course of, concurrent with, or as a result of, pregnancy which may adversely affect the pregnancy outcome, or, in relation to any **Pre-existing Medical Condition**.

## Cruise

Means any voyage which **You**, as a paying passenger, take for leisure on-board a boat or ship for at least 1 night, travelling within:

- a) any territory of New Zealand; and/or
- b) international waters but not destined for any country, or the territory of any other country other than New Zealand.

## Dependent Children

Means **Your** children or grandchildren aged under 18, accompanying **You** on the **Journey**, who are not in full-time employment, and who are named on **Your** Certificate of Insurance.

## Home

Means **Your** usual place of residence in New Zealand.

## Injury

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

## Insured Person

Each person named on the Certificate of Insurance who has paid a full premium.

## Journey

Means from when **You** leave **Your Home** in New Zealand until **You** return to **Your Home** in New Zealand, or for one way travellers the expiry date as shown on **Your** Certificate of Insurance.

## Mental Illness

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

## Personal Baggage

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

## Physiotherapist

Means a qualified therapist registered with the Physiotherapy Board of New Zealand at the time treatment was sought.

## Pre-existing Medical Condition

Means:

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

## Public Place

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

## Public Transport

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

### Reasonable

Means:

- a) For medical, hospital, dental or funeral expenses, the standard level of care given in New Zealand; and
- b) For all other covered expenses, a level comparable to the same nature and class as booked or as **You** would have intended to book for the rest of **Your Journey**;

in each case as determined by **Us**.

### Registered Medical Practitioner

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

### Resident

Means someone who is a New Zealand citizen or someone who holds a valid New Zealand residence class visa.

### Temporary Resident

Means someone who holds a temporary visa or permit which allows them to access all publicly funded health and disability services in New Zealand on the same financial basis as a **Resident**.

### Travelling Companion

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

### Unattended

Means leaving **Your Personal Baggage** and effects:

- i. with a person who is not named on **Your** Certificate of Insurance or who is not a **Travelling Companion** or who is not a **Close Relative**; or
- ii. with a person who is named on **Your** Certificate of Insurance or who is a **Travelling Companion** or who is a **Close Relative** but who fails to keep **Your Personal Baggage** and effects under close supervision; or
- iii. where they can be taken without **Your** knowledge; or
- iv. at such a distance from **You** or outside of **Your** line of sight, that **You** are unable to prevent them from being taken.

### We, Us, Our

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

### You, Your

Means each person named on the Certificate of Insurance.





# SCHEDULE OF BENEFITS

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

## IMPORTANT - PLEASE NOTE:

A maximum total limit applies for all claims by all **Insured Persons** under certain sections and other limits, sub-limits, conditions and exclusions apply. All costs and expenses must be **Reasonable**. Terms, conditions, limits and exclusions apply as set out in the Policy Wording. Benefits are per **Insured Person** and the benefits limits are shared for **Dependent Children**.

SECTION 1: CANCELLATION / TRAVEL DISRUPTION BENEFITS		Maximum Benefits	
Plan:		Comprehensive	Cancellation Only
1.1 Cancellation of Journey*^		\$15,000	\$600
1.2 Additional Expenses*		\$15,000	Nil
1.3 Alternative Transport Expenses		\$5,000	Nil
1.4 Travel Delay Expenses*		\$2,000	Nil
1.5 Epidemics and Pandemics*		\$15,000	\$600
SECTION 2: MEDICAL BENEFITS		Maximum Benefits	
Plan:		Comprehensive	Cancellation Only
2.1 Medical Expenses*		\$2,500	Nil
2.2 Emergency Dental Expenses		\$1000	Nil
2.3 Funeral Expenses		\$5,000	Nil
SECTION 3: LIFE BENEFITS		Maximum Benefits	
Plan:		Comprehensive	Cancellation Only
3.1 Accidental Death or Permanent Disablement		\$15,000	Nil
SECTION 4: PERSONAL BAGGAGE BENEFITS		Maximum Benefits	
Plan:		Comprehensive	Cancellation Only
4.1 Personal Baggage* (Limit for each individual item or set of items)		\$6,000 \$1,000	Nil
4.2 Emergency Baggage*		\$450	Nil
SECTION 5: RENTAL VEHICLE EXCESS		Maximum Benefits	
Plan:		Comprehensive	Cancellation Only
5.1 Rental Vehicle Excess		\$6,000	Nil
SECTION 6: PERSONAL LIABILITY		Maximum Benefits	
Plan:		Comprehensive	Cancellation Only
6.1 Personal Liability		\$250,000	Nil

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

^**You** only have cover under **Section 1.1d** if **You** purchased the Comprehensive Plan.

# PRE-EXISTING MEDICAL CONDITIONS

## IMPORTANT

### Cancellation Only Plan

There is no cover for **Pre-existing Medical Conditions** under the Cancellation Only Plan.

### Comprehensive Plan

There is limited cover for **Pre-existing Medical Conditions** under the Comprehensive Plan.

To understand what **We** mean when **We** use the phrase "**Pre-existing Medical Condition**" in this Policy Wording, **You** must check the definition in the **DEFINITIONS** section. **You** should also check the **GENERAL EXCLUSIONS** section of this policy, and any exclusions which specifically apply to **Section 2 (Medical Benefits)**.

Some **Pre-existing Medical Conditions** are covered automatically under the Comprehensive Plan. Cover for **Pre-existing Medical Conditions** which are not automatically covered may be available following **Your** completion of an online Medical Assessment during the application process for this policy.

#### (i) Some medical conditions are not covered under any circumstance.

These include, but are not limited to, any conditions where **You** are awaiting surgery, or **You** are on a waiting list for surgery, and any signs and symptoms **You** have had that **You** have not sought a medical opinion or received a diagnosis for.

**You** must check the **GENERAL EXCLUSIONS** section of this Policy Wording for details of conditions which cannot be covered.

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

**You** are not automatically covered for any **Pre-existing Medical Condition** that relates to:

- **Your** heart (excluding hypertension);
- **Your** brain;
- a transplanted organ (including stem cell transplants);
- renal failure;
- thinning of the bones (osteoporosis);
- a lung condition (excluding asthma), due to which **You** are permanently limited by shortness of breath or diagnosed as cystic fibrosis;
- cancer;
- an aneurysm, blood or lung clots including stroke transient ischaemic attack (TIA);
- insulin dependent diabetes;
- major allergic reactions;

- back problems if **You** have had spinal surgery;
- surgery involving any joints;
- **Mental Illness**;
- sexually transmitted disease AIDS, HIV or related conditions.

Cover for the conditions listed in part (ii) *may* be available following a Medical Assessment during the application process. If cover is approved by **Us**, **You** may be required to pay an additional premium and written confirmation of cover will be provided to **You**.

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

If **You** have purchased the Comprehensive Plan and **Your Pre-existing Medical Condition** meets the below criteria **You** are automatically covered for the **Pre-existing Medical Condition**.

**You** do not need to contact **Us** for approval if:

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

If **You** are in any doubt as to whether **Your Pre-existing Medical Condition** is covered please contact **Us** on **0800 100 124**.



# GENERAL EXCLUSIONS

General Exclusions apply to each section of this policy. **You** must also check each section of this policy for other exclusions which apply specifically to each section.

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

1.	<b>Pre-existing Medical Conditions</b>	<p>a) <b>Your Pre-existing Medical Condition(s)</b>, or any <b>Complications</b> attributable to those condition(s) unless the condition(s) are described as being covered automatically under this policy or accepted by <b>Us</b> in writing following a medical assessment and payment of any additional premium;</p> <p>b) <b>Pre-existing Medical Condition(s)</b> of <b>Your Travelling Companion</b> or any <b>Complications</b> attributable to those condition(s);</p> <p>c) <b>Pre-existing Medical Condition(s)</b> of <b>Your Close Relatives</b> or any <b>Complications</b> attributable to those condition(s), except as specified under <b>Section 1.1 d)</b>.</p>
2.	<b>Medical signs and symptoms</b>	<p>Any physical or mental signs or symptoms that <b>You</b> were aware of, or a <b>Reasonable</b> person in <b>Your</b> circumstances would have been aware of, before cover commenced, and:</p> <p>a] <b>You</b> had not sought a medical opinion regarding the cause; or</p> <p>b] <b>You</b> were currently under investigation to define a diagnosis; or</p> <p>c] <b>You</b> were awaiting specialist opinion.</p>
3.	<b>Travelling against medical advice</b>	<b>You</b> travelling against the advice of a <b>Registered Medical Practitioner</b> .
4.	<b>Travelling for medical or dental treatment</b>	<b>You</b> travelling with the intention of obtaining medical or dental treatment.
5.	<b>Elective and cosmetic treatment</b>	Elective or cosmetic surgery, and/or treatment received by <b>You</b> or <b>Your Travelling Companion</b> during <b>Your Journey</b> .
6.	<b>Sexually transmitted diseases</b>	Sexually transmitted diseases contracted during <b>Your Journey</b> .
7.	<b>Pregnancy and childbirth</b>	Pregnancy or childbirth (except for unforeseen medical <b>Complications</b> or emergencies up to and including the first 28 weeks of <b>Your</b> pregnancy).
8.	<b>Addiction to drugs or alcohol</b>	A therapeutic or illicit drug or alcohol addiction.
9.	<b>Under the influence of drugs and alcohol</b>	<b>You</b> being under the influence of any intoxicating liquor, drugs or substances except a drug prescribed to <b>You</b> by a <b>Registered Medical Practitioner</b> , and taken in accordance with their instructions.
10.	<b>Medication or treatment started before Your Journey commenced</b>	The cost of medication <b>You</b> were using at the time the <b>Journey</b> began or the cost for maintaining a course of treatment <b>You</b> were on prior to the start of the <b>Journey</b> .
11.	<b>Abortion, suicide and self-inflicted illness or Injury</b>	<b>Your</b> self-inflicted illness or <b>Injury</b> , or <b>Your</b> suicide or <b>You</b> undergoing an abortion where it is not deemed medically necessary to do so by a <b>Registered Medical Practitioner</b> .
12.	<b>Domestic pets</b>	<b>Your</b> domestic pet or farm/lifestyle animal.
13.	<b>Persons in Your accommodation</b>	Any person <b>You</b> have invited into <b>Your</b> accommodation premises.
14.	<b>Loss of enjoyment or income</b>	Any consequential loss, loss of enjoyment or loss of income.

15.	<b>Reducing Your loss</b>	<b>You</b> not doing everything <b>You</b> can to reduce any loss as much as reasonably possible.
16.	<b>Risking Your safety</b>	<b>You</b> intentionally or irresponsibly acting in a way that poses a risk to <b>Your</b> safety or the safety of <b>Your Personal Baggage</b> unless <b>You</b> do so in an attempt to protect the safety of a person or to protect property.
17.	<b>Things You were aware of</b>	Anything which <b>You</b> were aware of, or of which a <b>Reasonable</b> person in <b>Your</b> circumstances ought to have been aware of at the time <b>You</b> purchased <b>Your</b> policy, that would give rise to <b>You</b> making a claim.
18.	<b>Government regulations and illegal acts</b>	<b>You</b> or <b>Your Travelling Companion</b> breaching any government prohibition or regulation, including visa requirements or intentionally acting illegally, or any travel that is prevented or limited by legislation, government or court order.
19.	<b>Government intervention</b>	Government intervention of any kind, including a government authority confiscating, detaining or destroying anything.
20.	<b>Acts of war</b>	Any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military.
21.	<b>Terrorism</b>	An act or threat of terrorism.
22.	<b>Nuclear, biological and chemical materials</b>	A nuclear reaction or contamination from nuclear weapons or radioactivity, or, biological and/or chemical materials, substances, compounds or the like including when used directly or indirectly for the purpose of harming or to destroy human life and/or create public fear.
23.	<b>Travel warnings</b>	<b>You</b> not following advice in the mass media or any government or other official body's warning and <b>You</b> did not take appropriate action to avoid or minimise any potential claim under <b>Your</b> policy (including delay of travel to the country or part of a country referred to in the warning). Refer to <a href="http://www.safetravel.govt.nz">www.safetravel.govt.nz</a> for further information.
24.	<b>Epidemics and pandemics</b>	An actual or likely epidemic or pandemic, or, the threat of an epidemic or pandemic, except under the following sections: <b>Section 1.5 (Epidemics and Pandemics)</b> <b>Section 2.1 (Medical Expenses); and</b> <b>Section 7.1 (Medical Expenses while Cruising)</b> if <b>You</b> purchased the optional Cruise Pack.  In each case, cover is only provided if <b>You</b> did not commence <b>Your Journey</b> against the New Zealand government's advice not to travel.  Refer to <a href="http://www.who.int">www.who.int</a> and <a href="http://www.safetravel.govt.nz">www.safetravel.govt.nz</a> for further information on epidemics and pandemics.
25.	<b>Trade sanctions</b>	Violation of any applicable trade or economic sanctions, law or regulation.
26.	<b>Protective clothing</b>	<b>You</b> not wearing the appropriate protective clothing and head protection for the sport or activity <b>You</b> are participating in.
27.	<b>Safety warnings</b>	<b>You</b> not observing all safety warnings and advice about adverse weather and terrain conditions.
28.	<b>Motorcycles and mopeds</b>	<b>You</b> riding a moped or motorcycle in any of the following circumstances: i. without a helmet (whether as a driver or a passenger); or ii. if <b>You</b> do not have a full New Zealand licence qualifying <b>You</b> to ride the motorcycle <b>You</b> are riding on, as specified by the New Zealand Transport Agency ( <a href="http://www.nzta.govt.nz">www.nzta.govt.nz</a> ).
29.	<b>Cruising</b>	Any travel on a <b>Cruise</b> unless <b>You</b> purchased the optional <b>Section 7 (Cruise Pack)</b> . The Cruise Pack must be purchased at the time <b>You</b> take out <b>Your</b> policy. Refer to <b>Your</b> Certificate of Insurance to check if <b>You</b> purchased the Cruise Pack.
30.	<b>International travel</b>	Any international travel unless <b>You</b> have purchased the optional <b>Section 7 (Cruise Pack)</b> and <b>You</b> are travelling into international waters within the limits specified in the policy definition of a <b>Cruise</b> (refer to the <b>DEFINITIONS</b> section).

## SECTION 1

# CANCELLATION & TRAVEL DISRUPTION BENEFITS

Note: If **You** travel plans are disrupted by a claimable event, a claim can only be lodged under one of the following: **Sections 1.1. Cancellation of Journey, Section 1.2 Additional Expenses, Section 1.3 Alternative Transport Expenses** or **Section 1.4 Travel Delay Expenses**. **You** cannot make a separate claim for the same event under each of these sections.

In all cases the amount claimable will be less any amounts refundable on unused travel vouchers or tickets. **You** will be required to provide proof of any refunds (or lack thereof) with **Your** claim.

### 1.1 Cancellation of Journey

**You** only have cover under **Section 1.1d)** if **You** purchased the Comprehensive Plan.

If **You** must cancel or reschedule **Your Journey** because of circumstances that were not expected or intended by **You** and are outside **Your** control, **We** will reimburse **You**:

- a) the non-refundable portion of unused travel and accommodation arrangements scheduled to be used by **You** during **Your Journey**, that **You** have paid in advance of cancellation and cannot recover in any other way, inclusive of **Your** travel agent's cancellation fees and any commission or service fees retained by **Your** travel agent up to a maximum of 10% of **Your** total travel costs or \$250 per **Insured Person**, whichever is the lesser.
- b) for the value of frequent flyer points, air miles, loyalty card points, redeemable vouchers or other similar schemes lost by **You** as a result of cancelling the services paid for or obtained with those points, air miles, vouchers or schemes, but only if **You** cannot recover **Your** loss in any other way. **We** will pay the current market value of an equivalent booking, up to the policy's Maximum Benefit. This cover is provided only in the event that the loss of points cannot be recovered from any other source. If the air points company charges a reinstatement fee then this cost will be claimable under **Your** policy.
- c) the **Reasonable** costs of rescheduling **Your Journey**. The most **We** will pay for rescheduling **Your Journey** is the unrecoverable amount that would have been payable under **Section 1.1 a)** had **Your Journey** been cancelled.

**We** will not pay a claim under **Section 1.1 c)** in addition to a claim under **Sections 1.1 a)** for the same services/facilities.

- d) If **You** have purchased a Comprehensive Plan and a **Close Relative** of **Yours** dies or is hospitalised after **Your** policy is issued as a result of a **Pre-existing Medical Condition**, and if at the time of policy issue **You**, or a **Reasonable** person in **Your** circumstances, would have been unaware of the likelihood of such hospitalisation or death, the most **We** will pay for all claims under **Sections 1.1 a), 1.1 b)** or **1.1 c)** is:

\$1,500 per **Insured Person** up to a maximum of \$3,000.

### 1.2 Additional Expenses

**You** only have cover under **Section 1.2** if **You** purchased the Comprehensive Plan.

Whenever claims are made by **You** under this section and **Section 1.1 Cancellation of Journey** for cancelled services/facilities or alternative arrangements for the same or similar services/facilities, **We** will pay for the higher of the two amounts, not both.

- a) If **You** cannot continue on **Your Journey** because of an **Injury** or illness which needs immediate treatment from a **Registered Medical Practitioner** who certifies in writing that **You** are unfit to travel, **We** will reimburse **Your Reasonable** additional accommodation and travel expenses.
- b) If **Your Travelling Companion** cannot continue the **Journey** because of an **Injury** or illness which needs immediate treatment from a **Registered Medical Practitioner** who certifies in writing that he or she is unfit to travel, **We** will reimburse **Your Reasonable** additional accommodation and travel expenses for **You** to be with **Your Travelling Companion**.
- c) If **You** are in hospital suffering from a life threatening or other serious condition, or are evacuated for medical reasons **We** will reimburse the **Reasonable** accommodation and travel expenses of **Your Travelling Companion** or a **Close Relative** to travel to **You**, stay near **You** or escort **You**. They must travel, stay with **You** or escort **You**, provided they do so on the written advice of a **Registered Medical Practitioner** and with the prior approval of Allianz Partners.
- d) If **You** shorten **Your Journey** and return to **Your Home** on the written advice of a **Registered Medical Practitioner** approved by Allianz

Partners, **We** will reimburse the **Reasonable** additional cost of **Your** return to **Your Home**. If **You** did not have a return ticket booked to **Your Home** before the **Injury** or illness occurred, **We** will reduce the amount of **Your** claim by the price of the fare to **Your Home** from the place **You** planned to return from.

e) If during **Your Journey**, **Your Travelling Companion**, or a **Close Relative** of **Yours** or of **Your Travelling Companion**, dies unexpectedly or is hospitalised as a result of a serious **Injury** or illness (except where the relevant death, **Injury** or illness arises from a **Pre-existing Medical Condition**), **We** will reimburse the **Reasonable** additional cost of **Your** early return to **Your Home**. If **You** did not have a return ticket booked to **Your Home** before the event occurred, **We** will reduce the amount of **Your** claim by the price of the fare to **Your Home** from the place **You** planned to return from.

f) In addition, if a disruption to **Your Journey** arises from any of the following reasons:

- i) **Your** scheduled or connecting transport is cancelled, delayed, rescheduled or diverted because of a strike, riot, hijack, civil protest, weather, natural disaster or an accident affecting **Your** mode of transport; or
- ii) **You** unknowingly break any quarantine rule; or
- iii) **Your Home** is rendered uninhabitable by fire, explosion, earthquake or flood;

**We** will reimburse **Your Reasonable** additional travel and accommodation expenses.

### 1.3 Alternative Transport Expenses

**You** only have cover under **Section 1.3** if **You** purchased the Comprehensive Plan.

If **Your** scheduled transport is cancelled, delayed, shortened or diverted and that means **You** would not arrive on time to a wedding, funeral, pre-paid airline/rail travel, pre-paid tour/**Cruise**, pre-paid conference, pre-paid sporting event, pre-paid concert/cultural event or pre-paid accommodation which, before **You** left **Your Home**, **You** had planned to attend or utilise during **Your Journey**, **We** will pay **Your Reasonable** additional travel expenses to enable **You** to arrive on time.

### 1.4 Travel Delay Expenses

**You** only have cover under **Section 1.4** if **You** purchased the Comprehensive Plan.

If circumstances outside **Your** control result in a delay to **Your Journey** for at least 6 hours, **We** will reimburse the cost of **Your Reasonable** additional meals and accommodation expenses up to:

\$200 per **Insured Person** at the end of the initial 6 hour period.

\$200 per **Insured Person** for each full 24 hour period that the delay continues beyond the initial 6 hour delay.

### 1.5 Epidemics and Pandemics

If **You** purchased the Cancellation Only Plan **You** do not have cover under **Section 1.5c**), and the cover under **Sections 1.5a)** and **1.5b)** is only provided to the extent that the Cancellation Only Plan allows for.

The cover described under **Sections 1.1a)**, **1.1b)**, **1.1c)**, **1.2 a)**, **1.2 c)**, **1.2d)** and **1.2f)** is extended to cover the following events:

- a) **You** or **Your Travelling Companion** are diagnosed with an epidemic or a pandemic disease and cannot commence or complete **Your** travel; or
- b) **You** or **Your Travelling Companion** are quarantined or ordered into mandatory isolation by the New Zealand Government based on their suspicion that **You** have been exposed to an epidemic or pandemic disease; or
- c) **Your** travel is disrupted following the commencement of **Your Journey** due to **You** or **Your Travelling Companion** being denied boarding on any scheduled **Public Transport** service, based on the suspicion that **You** have an epidemic or pandemic disease and **You** incur costs for additional accommodation and meals as a result.

The most **We** will pay for any claim under **Section 1.5c)** is \$200 per day up to a maximum of \$1,400.

There is no cover for claims arising from any lockdowns, changes in government alert levels, quarantine or mandatory isolation that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where **You** are travelling to, from, or through.

### Exclusions applying to Section 1

**You** must also check the **GENERAL EXCLUSIONS** for other exclusions which may apply.

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

- a) claims under **Section 1.1** for any unforeseeable circumstance occurring before or within 7 days of purchasing **Your** policy, unless the policy was purchased at the same time as **Your** travel arrangements were made.
- b) **Your** disinclination to travel, personal wishes, **You** or **Your Travelling Companion** changing plans voluntarily;
- c) **Your** financial circumstances, including **You** being made redundant, business or contractual obligations, or the request of **Your** employer;
- d) any reason that may cause **Your Journey** to be cancelled, rescheduled, disrupted, delayed or shortened or which **You** were aware, or a **Reasonable** person in **Your** circumstances would have been aware before **Your** policy was purchased;
- e) **Your** failure to check in at the correct departure time or claims resulting from **You** being a standby passenger;
- f) the serious **Injury**, illness, disease or death of any person who is not:
  - i. **You**; or
  - ii. **Your Travelling Companion**; or
  - iii. a **Close Relative**;
- g) the receivership, insolvency, statutory management, administration, bankruptcy, liquidation, collapse or adverse financial position of any airline, financial transport provider, tour operator, travel agent, or wholesaler;
- h) the inability of a tour operator or wholesaler to complete arrangements for a group tour, due to a deficiency in the number of persons required to commence or complete any part of the tour. This exclusion does not apply to prepaid travel arrangements bought separately to reach the departure point for the tour or for other travel arrangements which do not form part of the tour;
- i) the inability or negligence of a tour operator, charter airline or wholesaler to complete **Your** travel arrangements;
- j) costs charged by or payable to a supplier resulting from rescheduling or cancelling of travel arrangements by that supplier;
- k) **Your** curtailment, **Your** cancellation or any additional expenses incurred for medical reasons unless on the written advice of a **Registered Medical Practitioner**;
- l) costs paid in advance that exceed the recommended retail value of any concert or sporting event ticket that is scheduled to take place during **Your Journey**;
- m) caused by the breakdown or dissolution of any personal or family relationship;
- n) lockdowns, changes in government alert levels, quarantine or mandatory isolation that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where **You** are travelling to, from, or through.

## SECTION 2 MEDICAL BENEFITS

**You** only have cover under this section if **You** purchased the Comprehensive Plan.

### 2.1 Medical Expenses

This benefit only applies in excess of any amounts that are recoverable by or available to **You** from any other source, including but not limited to the public health system in New Zealand, the Accident Compensation Corporation (ACC) or **Your** private health insurance.

In all cases **We** will only pay costs incurred within 12 months of the illness or **Injury**.

**You** are covered up to the policy's Maximum Benefit for **Reasonable** and customary hospital, medical, surgical, nursing home charges or other remedial attention or treatment given or prescribed by a **Registered Medical Practitioner or Physiotherapist** incurred as a result of an illness, **Injury** or disease which occurred on **Your Journey**.

**We** will also pay for emergency telephone calls and taxi fares up to an amount of NZ\$100 per **Insured Person** in connection with **Your Injury** or illness. Receipts must be provided.

Following **Your** return to **Your Home**, **We** will pay up NZ\$1000 per **Insured Person** for continuing medical treatment provided these expenses are necessarily and reasonably incurred within a 12 month period following the date of the illness or **Injury**.

### 2.2 Emergency Dental Expenses

**We** will pay, up to the policy's Maximum Benefit, for **Reasonable** costs **You** incurred for emergency dental treatment provided during **Your Journey** which the treating dentist certifies in writing was required solely

for the immediate relief of sudden and acute onset of pain to healthy natural teeth following an infection or broken tooth. For cover to apply, teeth must be whole or properly restored (with fillings only) and without impairment, periodontal or other conditions.

The limit applicable to **Section 2.2 Emergency Dental Expenses** will not apply to any dental treatment which arises from an event causing **Injury** that **We** have confirmed cover for under **Section 2.1 Medical Expenses**.

## 2.3 Funeral Expenses

Where **Your** death occurs **We** will pay up to the policy's Maximum Benefit for the costs of returning **Your** body or ashes to **Your Home** and for the **Reasonable** funeral and cremation or burial expenses.

### Exclusions applying to Section 2

**You** must also check the **GENERAL EXCLUSIONS** for other exclusions which may apply.

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

- a) **You** not following the advice of Allianz Partners;
- b) private medical treatment when public treatment is available;
- c) extraction of wisdom teeth;
- d) for damage to dentures, dental prostheses, bridges or crowns;
- e) relating to dental treatment involving the use of precious metals or for cosmetic dentistry;
- f) for dental treatment caused by or related to the deterioration and/or decay of teeth;
- g) for preventative dental treatment.
- h) dental treatment that was recommended prior to the commencement of **Your Journey**;
- i) treatment exceeding more than 2 weeks by an acupuncturist, chiropractor or **Physiotherapist** unless approved by Allianz Partners.

## SECTION 3 LIFE BENEFITS

**You** only have cover under this section if **You** purchased the Comprehensive Plan.

### 3.1 Accidental Death or Permanent Disablement

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

Alternatively, if due to an **Injury** during **Your Journey**, **You** suffer a permanent disablement, **We** will pay **You** the policy's Maximum Benefit.

Permanent disablement means an **Injury** which within 12 months of the accident results in paraplegia, quadriplegia, tetraplegia, the loss of one or more limbs, loss of sight in one or both eyes, loss of hearing in both ears, or total loss of speech.

### Exclusions applying to Section 3

**You** must also check the **GENERAL EXCLUSIONS** for other exclusions which may apply.

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

- a) disease, illness or any natural causes;
- b) the accidental death or permanent disablement of **Dependent Children**;
- c) **Your** failure to follow **Our** requirements under **Section 2 (Medical Benefits)**, where such failure causes or contributes to a claim under **Section 3 (Life Benefits)**.

## SECTION 4 PERSONAL BAGGAGE BENEFITS

**You** only have cover under this section if **You** purchased the Comprehensive Plan.

### 4.1 Personal Baggage

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



the course of the **Journey** and during the period of insurance.

At **Our** discretion **We** may elect to repair or replace the property or **We** will pay the present day value of the lost or damaged item in cash, after making an allowance for depreciation and wear and tear. Proof of ownership and value (including but not limited to a receipt or pre-loss valuation) will be required to support **Your** claim.

#### Items Under 2 years of age

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

#### Items Over 2 years of age

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

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

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

## 4.2 Emergency Baggage

**Important:** Cover under this section does not apply if **Your Personal Baggage** is temporarily lost when **You** are returning to **Your Home**.

Where the mislaid luggage is not found and a claim is made under **Section 4.1**, the costs of the items purchased under this policy section will be deducted from the claim amount paid under **Section 4.1**.

This is not a cash benefit. Receipts of purchases must be produced to support any claim. **You** must also provide proof that **You** have been temporarily deprived of **Your Personal Baggage**.

If **Your Personal Baggage** is temporarily lost in transit, and is not restored to **You** within 12 hours of the discovery of the loss, **We** will reimburse **You** for the emergency purchase of essential replacement items. **We** will reimburse **You** up to NZ\$150 after the first 12 hours.

If the **Personal Baggage** is still missing after a further 48 hours then an additional amount of NZ\$150 is claimable.

If **You** are still deprived of **Your Personal Baggage** after a further 72 hours has passed, a further amount of NZ\$150 is claimable.

### Exclusions applying to Section 4

**You** must also check the **GENERAL EXCLUSIONS** for exclusions which may apply.

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

- a) household furniture (other than soft goods which include Manchester and household linen);
- b) fragile or brittle articles unless damage is caused by fire or accident to the conveyance in which they are being carried;
- c) tools of trade, bicycles, skis/snowboards and/or bindings, surfboards, windsurfers or similar water equipment other than when they are damaged in transit on a licensed commercial transporter or resulting from fire in or theft from locked accommodation premises;
- d) any other sporting equipment whilst in use;
- e) stock or samples of any kind related to business or trade;
- f) **Personal Baggage** sent in advance or articles mailed, sent or shipped by freight or cargo separately;
- g) **Personal Baggage** left **Unattended** by **You** or **Your Travelling Companion** in a **Public Place**. This includes where an item is at a distance from **You** that **You** cannot prevent it from being taken;
- h) **Personal Baggage** left in a motor vehicle unless stored in a locked luggage compartment of the motor vehicle and forced entry is gained. If there is no lockable luggage compartment in the motor vehicle the items must be unable to be seen from outside the locked vehicle;
- i) jewellery – except when at the time of the loss or damage the item is being worn by **You**, or was in **Your** bedroom while **You** are present in the same room, or in a locked safe;
- j) any electronic device caused by the malfunction of that device;

- k) any electronic data or software;
- l) delay, detention or confiscation by Customs Officers or other officials;
- m) scratching, denting, grazing, staining, wear and tear, rot, mould, mildew, rust, corrosion, the action of insects or vermin, or clothing and personal effects being cleaned, dyed, altered or repaired.

## SECTION 5 RENTAL VEHICLE EXCESS

**You** only have cover under this section if **You** purchased the Comprehensive Plan.

### 5.1 Rental Vehicle Excess

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

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

### Exclusions applying to Section 5

**You** must also check the **GENERAL EXCLUSIONS** for other exclusions which may apply.

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

- a) **You** using the rental vehicle in breach of the rental agreement;

- b) **You** using the rental vehicle without a licence for the purpose that **You** were using it (such as but not limited to the carrying of passengers or freight); or
- c) administrative charges or fees imposed by the rental agency that do not form any part of the amount specified in **Your** rental vehicle agreement.

## SECTION 6 PERSONAL LIABILITY

**You** only have cover under this section if **You** purchased the Comprehensive Plan.

### 6.1 Personal Liability

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

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

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

### Exclusions applying to Section 6

**You** must also check the **GENERAL EXCLUSIONS** for other exclusions which may apply.

**We** will not be liable in respect of **Your** legal liability for **Injury** or damage caused by or arising in connection with:

- a) land or buildings owned, or held in trust by **You** or in **Your** custody and control;
- b) **Your** business or occupation;
- c) the ownership or use of any land or building, aircraft or aerial device other than model aircraft;
- d) mechanically propelled vehicles;
- e) watercraft other than a rowboat, surfboard, sailboard, body board, water-ski or model and or boat; or
- f) unmanned vehicles;

- g) damage to property belonging to **You** or any employee or member of **Your** family or under **Your** or their control;
- h) **Injury**, death or illness to **You**, **Your** employee or members of **Your** family;
- i) damage to any structure or land due to vibration or to the withdrawal or weakening of support;
- j) fines, penalties and punitive, exemplary, aggravated or liquidated damages imposed upon or awarded against **You**;
- k) **Your** liability under a contract;
- l) **Your** unlawful, malicious, deliberate or intentional acts; or
- m) transmission of any communicable disease.



## SECTION 7 CRUISE PACK

**You** do not automatically have the cover described in this section. **You** only have cover under this section if **You** purchased the Comprehensive Plan and **You** added the Cruise Pack at the time **You** purchased **Your** policy. To check whether **You** purchased the Cruise Pack, please refer to **Your** Certificate of Insurance.

The table below sets out a summary only of the cover that is provided under **Section 7 (Cruise Pack)** and the most **We** will pay in total for all claims per **Insured Person** under each section. All costs and expenses must be **Reasonable**. Terms, conditions, limits and exclusions apply as set out in this Policy Wording.

SECTION 7: CRUISE PACK	Maximum Benefits
<b>Plan:</b>	<b>Comprehensive</b>
7.1 Medical Expenses While Cruising*	\$10,000
7.2 Evacuation - Ship to Shore	\$25,000
7.3 Cabin Confinement	\$500
7.4 Pre-paid Shore Excursion Cancellation	\$1,000

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

## 7.1 Medical Expenses while Cruising

**You** are covered up to the policy's Maximum Benefit for **Reasonable** and customary medical treatment given or prescribed by a **Registered Medical Practitioner** incurred as a result of an illness, **Injury** or disease which occurred during **Your Cruise**.

**We** will also pay for emergency telephone calls and taxi fares up to an amount of NZ\$100 per **Insured Person** in connection with **Your Injury** or illness. Receipts must be provided.

Following **Your** return to **Your Home**, **We** will pay up to NZ\$1000 per **Insured Person** for continuing medical treatment provided these expenses are necessarily and reasonably incurred within a 12 month period following the date of the illness or **Injury**.

This benefit only applies in excess of any amounts that are recoverable by or available to **You** from any other source, including but not limited to the public health system in New Zealand, the Accident Compensation Corporation (ACC) or **Your** private health insurance.

In all cases **We** will only pay costs incurred within 12 months of the illness or **Injury**.

## 7.2 Evacuation – Ship to Shore

If, as a result of an illness or **Injury** which occurs during **Your Cruise**, **You** must be transported back to New Zealand on the advice of a **Registered Medical Practitioner**, **We** will pay for **Your** medical transfer or evacuation and any appropriate medical supervision that is required.

**You** or someone on **Your** behalf must contact **Us** as soon as reasonably possible if **You** require evacuation from ship to shore.

## 7.3 Cabin Confinement

If, as a result of **Injury** or illness during **Your Journey**, **You** are confined to bed in **Your** cabin or the **Cruise** vessel's medical centre (however described) for a continuous period of more than 24 hours then **We** will pay **You** \$50 for each day in excess of 24 hours that **You** continue to be confined.

## 7.4 Pre-paid Shore Excursion Cancellation

If **You** cannot participate in **Your** pre-paid shore excursion(s) due to **Your** confinement in **Your** cabin or in the cruise vessel's hospital as a result of circumstances outside **Your** control, **We** will pay **Your** non-refundable cancellation costs up to the policy's Maximum Benefit.

### Exclusions applying to Section 7

**You** must also check the **GENERAL EXCLUSIONS** for other exclusions which may apply.

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

- a) **You** not following the advice of **Our** Emergency Assistance Team;
- b) dental treatment including the extraction of wisdom teeth;
- c) treatment exceeding more than 2 weeks by an acupuncturist, chiropractor or **Physiotherapist** unless approved by Allianz Partners.



# CLAIMS

First check **You** are covered by **Your** policy by reading the appropriate section in this Policy Wording and the **GENERAL EXCLUSIONS** applying to all sections to see exactly what is, and is not covered, noting particularly any conditions, limitations and section specific exclusions.

## How to make a claim

**You** must give notice of **Your** claim as soon as possible. The fastest and easiest way to make a claim is to visit **Our** online claims portal:

<https://claimmanager.co.nz>

Alternatively, **You** can call the contact number shown on the back cover of this Policy Wording for further assistance.

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

**You** must give any information **We** reasonably ask for to support **Your** claim at **Your** expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of purchase and ownership. If required **We** may ask **You** to provide **Us** with translations into English of any such documents to enable **Our** assessment of **Your** claim.

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

If **You** think that **You** may have to cancel **Your Journey** or shorten **Your Journey** **You** must tell **Us** as soon as possible. Contact **Us** using the contact number shown on the back cover of this Policy Wording.

For medical, hospital or dental claims, contact **Us** as soon as practicable.

For loss or theft of **Your Personal Baggage**, report it immediately to the police and obtain a written notice of **Your** report.

For damage or misplacement of **Your Personal Baggage**, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make. Submit full details of any claim in writing within 30 days of **Your** return **Home**.

## Claims are payable in New Zealand dollars to You

**We** will pay all claims in New Zealand dollars. **We** will pay **You** unless **You** tell **Us** to pay someone else. The rate of currency exchange that will apply is the rate at the time **You** incurred the expense. Payment will be made by direct credit to a New Zealand bank account nominated by **You**.

## You must not admit fault or liability

**You** must not admit that **You** are at fault, for any accident, incident or event causing a claim under **Your** policy, and **You** must not offer or promise to pay any money, or become involved in legal action, without **Our** approval.

## You must help Us to recover any money We have paid

If **We** have a claim against someone in relation to the money **We** have to pay or **We** have paid under **Your** policy, **You** must do everything **You** can to help **Us** do that in legal proceedings. If **You** are aware of any 3rd party that **You** or **We** may recover money from, **You** must inform **Us**.

## If You can claim from anyone else, We will only make up the difference

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

## Other insurance

If any loss, damage or liability covered under this policy is covered by another insurance policy, **You** must give **Us** details of that insurance policy.

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

## Subrogation

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

## Recovery

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

1. To **Us**, **Our** costs (administration and legal) arising from the recovery.
2. To **Us**, an amount equal to the amount that **We** paid to **You** under **Your** policy.
3. To **You**, **Your** uninsured loss (less **Your** Excess).
4. To **You**, **Your** Excess.

Once **We** pay **Your** total loss **We** will keep all money left over.

If **We** have paid **Your** total loss and **You** receive a payment from someone else for that loss or damage, **You** must pay **Us** the amount of that payment up to the amount of the claim **We** paid **You**.

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

## Fraud

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. **We** encourage the community to assist in the prevention of insurance fraud. **You** can help by reporting insurance fraud by calling Allianz Partners on **0800 778 109**. All information will be treated as confidential and protected to the full extent under law.



## CONTACT US

### SALES & GENERAL ENQUIRIES

PHONE: 0800 800 048

EMAIL: [help@allianz-assistance.co.nz](mailto:help@allianz-assistance.co.nz)

### CLAIMS

PHONE: 0800 800 048

EMAIL: [claims@allianz-assistance.co.nz](mailto:claims@allianz-assistance.co.nz)

### 24 HOUR EMERGENCY ASSISTANCE

Monday to Friday from 8.30am to 5pm  
NZST - 0800 800 048

After hours, on weekends and public holidays:  
+64 9 486 6868 (reverse charge through the operator)

This policy is issued and managed by **AWP Services New Zealand Limited** trading as **Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622** and underwritten by **The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), (“Hollard”)**.