



# PREMIER CORPORATE TRAVEL INSURANCE POLICY WORDING

Effective 1 November 2020

Allianz  Partners

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# INTRODUCTION

## Welcome to Premier Corporate Travel

Arranging insurance means *you* are making a legal contract under which *you* promise to meet certain obligations and conditions, and in return *we* promise to provide specified insurance cover.

Words shown in italics are words which have had their meaning defined. These meanings are found under the Definitions section of this policy. Any word or expression to which a specific meaning has been given will have the same meaning wherever it appears.

Please examine this document to ensure the insurance protection is in accordance with *your* requirements. If it does not meet *your* requirements or *you* wish to make changes to the insurance cover, please contact *your* insurance broker or Allianz Partners.

## Insurer

This policy is issued and managed by **AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Ave, Takapuna, Auckland 0622** and underwritten by **The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), ("Hollard"), Level 26, 188 Quay Street, Auckland 1010** (referred to as "*us*", "*we*" or "*our*").

## 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).



# INSURANCE CONTRACT

In consideration of *your* payment of the required premium, we agree to indemnify *you* in the manner and to the extent set out in this policy.

The insurance contract consists of this document, *your schedule*, *your Certificate of Insurance*, any statements on which this insurance is based, *your proposal* and any written confirmation issued by *us* extending or limiting cover.

## General Obligations

*You* must comply with all the obligations and conditions of this policy. If *you* do not comply, *your claim* may not be paid or the insurance contract may be considered void retrospectively.

Some parts of this policy can cover other people or companies or entities as well as *you*. To gain the benefit of any cover under this policy they must meet all the same conditions and obligations *you* are required to meet.

## Your Duty of Disclosure

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

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

- anything that increases the risk of an insurance claim;
- occupations involving unusual or dangerous work;
- extreme versions of any sport;
- high risk activities;
- any criminal conviction subject to the Criminal Records (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew *your* 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*.

## 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.

## To provide accurate information

*You* must make sure all statements made to *us* are in every respect correct and complete.

## To avoid loss, damage or liability

*You* must take reasonable care at all times to:

- a) make sure that all property covered by this insurance is kept safe and protected from possible loss or damage; and
- b) avoid any loss or damage for which *you* could be held legally liable.

*You* must not intentionally or recklessly cause loss or damage to any property covered by this policy or for which *you* could be held legally liable.

*You* must not allow anyone else to cause loss, damage or liability.



# CLAIMS CONDITIONS

## What you need to know about making a claim

These general claims conditions apply to this policy. In addition, there may be specific claims conditions set out in the different sections of this policy.

As soon as *you* are aware of any *event*, circumstance, *occurrence*, loss, damage, liability or disablement that is likely to result in a claim under this policy:

*You* must:

- a) notify *us* immediately; and
- b) contact *us* before undergoing any medical treatment unless such treatment is considered critical; and
- c) submit a complaint with the police if *you* suspect burglary, theft, arson or intentional damage; and
- d) take prompt steps to minimise the loss, damage or liability and avoid any further loss, damage or liability; and
- e) take reasonable steps to obtain details of any other person, property or vehicle involved and any witnesses.

*You* must not:

- a) dispose of or abandon any property for which *you* intend to make a claim on this insurance; or
- b) start any repairs without *our* permission unless it is necessary to prevent further loss, damage or liability; or
- c) admit responsibility for any loss, damage or liability; or
- d) say or do anything which may prejudice *our* ability to defend any claim made against *you* or make recovery for the loss or damage from any other person who may be responsible for it.

## If you wish to make a claim on this policy

*You* must:

- a) fully complete *our* claim form as soon as practicable but no later than 30 days after any loss, damage, liability or disablement; and
- b) give *us* free access to examine and assess any loss, damage or liability; and
- c) allow *us*, at *our* expense, to have any *insured person* who is the subject of a claim under this policy medically examined from time to time; and
- d) provide any other information or assistance to support *your* claim which we reasonably request; and
- e) forward any letter of demand or court documents to *us* immediately; and
- f) provide a statutory declaration to verify the loss, damage or liability if we request it; and
- g) attend interviews with any person we nominate if we request it.

## After you have made a claim

After *you* have made a claim on this policy, we have the sole right to act in *your* name and on *your* behalf to negotiate, defend or settle any claim. If we do this, it will be at *our* own expense.

## After your claim is accepted

After we have paid a claim on this policy either in whole or in part, we have the right to take over in full any legal right of recovery which *you* have. If we do this, we may exercise these rights for *our* own benefit, at *our* own expense and *you* must co-operate to allow *us* to do this.

If any lost or stolen property for which we have paid a claim is later found or recovered *you* must:

- a) tell *us* immediately; and
- b) hand the property over to *us* if we request it.

We have the right to keep any property for which we have paid a claim under this policy, including any proceeds if it is sold.

If any person is ordered to make reparation to *you* for loss or damage to any property for which we have paid a claim under this policy, then *you* must reimburse *us* for that payment as soon as any reparation is made, subject to adjustment if *you* have not been fully indemnified.

## If you don't agree with our claim decision

If *you* do not agree with *our* decision on *your* claim then *you* should contact *your* broker. If *you* are still not satisfied and believe *our* decision is incorrect *you* can ring *us* on 0800 778 109 or write to *us* at PO Box 33-313, Auckland 0740 or email *your* complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz). Please also see details of *our* Dispute Resolution Process on page 25.

# GENERAL CONDITIONS

These are the general conditions which apply to all parts of this policy. In addition, there are specific conditions set out in the different sections of this policy.

## Aggregate limit of liability (applicable to Section One only)

1. Our total liability for all claims arising under Section One of this policy during any one *period of insurance* will not exceed the amount for aggregate limit of liability noted in item 'A' of the *schedule*.
2. Subject to point 1 above, our total liability for all claims arising under Section One of this policy during any one *period of insurance* relating to air travel on aircraft flights that are not based on fixed flying schedules, or are not operated over specific air routes to and from fixed terminals, will not exceed the amount for aggregate limit of liability noted in item 'B' of the *schedule*.
3. In the event that claims are made under Section One of this policy which exceed either one or both of the above aggregate limits of liability, we will reduce the payments made with respect to each *insured person* in such manner as we may determine. Any determination as to the amount payable in these circumstances will be made entirely at our discretion.

## Breach of policy terms and conditions

If you or any *insured person* breach any condition in this policy, we reserve the right to forfeit all benefits under this policy. However, nothing in this policy affects our common law rights, including our right to consider the policy void on the grounds of non-disclosure or misrepresentation.

## Cancellation

By you:

You may cancel this policy at any time by giving written notice to us. We will refund you with the unused part of any premium subject to any adjustment required by the terms of this policy. You will not be entitled to a refund if a claim has been made or if there has been an incident likely to give rise to a claim during the current *period of insurance*.

By us:

We may avoid this policy from the beginning or cancel this policy if at any time you have:

- (a) failed to comply with your Duty of Disclosure;
- (b) made a misrepresentation to us;
- (c) You failed to comply with a provision of this policy, including a provision relating to the payment of the premium;
- (d) given us false information, documentation or statements;
- (e) defrauded or attempted to defraud us;
- (f) failed to notify us of a specific act or omission as required by the policy.

We will do this by sending a letter, facsimile or e-mail to you at your last known postal address, facsimile number or e-mail address on our records.

## Change of business activities

You must advise us as soon as is reasonably practicable of any change in your business activities which could increase the risk of a claim being made under this policy.

## Correctness of Statements and Fraud

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

## Governing law

This policy will be governed in accordance with the laws of New Zealand. Any disputes arising out of or under this policy will be submitted to the exclusive jurisdiction of the courts of New Zealand.

## Other insurance

If, at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same loss or liability this policy will apply only to the amount of any loss or liability in excess of that recoverable under the other insurance.

## Trip duration

The trip duration limit is shown on the *schedule*. If an *insured person* is travelling for longer than the trip duration limit shown on the *schedule*, the *insured person* will not be covered for the travel days exceeding the maximum trip duration limit unless pre-approved by Allianz Partners in writing.

# SECTION ONE PERSONAL ACCIDENT AND SICKNESS

<b>Cover</b>	If during the <i>period of insurance</i> and whilst on a <i>journey</i> the <i>insured person</i> suffers an <i>injury</i> or a <i>sickness</i> and within 12 months of the <i>injury</i> or within 12 months of the date of the first manifestation of the <i>sickness</i> , the <i>insured person</i> suffers from an <i>event</i> , we will pay you the benefit specified on the <i>schedule</i> for the <i>event</i> subject to the terms set out in the table of benefits below.	
<b>Table of events</b>	<b>Table of benefits</b>	
<b>Part A – Lump sum benefits</b>	Cover for an <i>event</i> under this part only applies if an amount is shown on the <i>schedule</i> for Section One, Part A – Lump sum benefits	
<b>Events</b> <i>Injury</i> directly resulting within 12 months in the following <i>event</i> :	<b>Benefit</b>	Being a percentage of the amount shown on the <i>schedule</i> for Section One, Part A – Lump sum benefits for each <i>insured person</i> .
1. <i>Accidental death</i>		100%
2. <i>Permanent total disablement</i>		100%
3. <i>Paraplegia and quadriplegia</i>		100%
4. <i>Loss of sight of both eyes</i>		100%
5. <i>Loss of sight of one eye</i>		100%
6. <i>Loss of use of two limbs</i>		100%
7. <i>Loss of use of one limb</i>		100%
8. <i>Permanent and incurable insanity</i>		100%
9. <i>Loss of hearing in:</i> a) both ears; b) one ear		100% 20%
10. <i>Permanent loss of use of four fingers and thumb of either hand</i>		75%
11. <i>Permanent loss of use of the lens of one eye</i>		60%
12. <i>Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body</i>		50%
13. <i>Permanent loss of use of four fingers of either hand</i>		40%
14. <i>Permanent loss of use of one thumb of either hand:</i> a) both joints; b) one joint		30% 15%
15. <i>Permanent loss of use of fingers of either hand:</i> a) three joints; b) two joints; c) one joint		15% 10% 5%
16. <i>Permanent loss of use of toes of either foot:</i> a) all – one foot; b) big (great) – both joints; c) big (great) – one joint; d) other than big (great) – each toe		15% 5% 3% 1%
17. <i>Fractured leg or patella with established non-union</i>		10%
18. <i>Shortening of a leg by at least 5 cm</i>		7.5%
19. <i>Permanent partial disablement</i> not otherwise provided for under <i>events</i> 9 b) to 18 inclusive.	Such percentage or amount as we entirely at our discretion will determine, and not being in our opinion inconsistent with the benefits provided under <i>events</i> 9 b) to 19 inclusive. <i>Event</i> 19 is limited to a maximum of 75% of the amount shown on the <i>schedule</i> for Section One, Part A – Lump sum benefits.	

<b>Part A – Surgical benefits – injury</b>	Cover for an <i>event</i> under this Part only applies if an amount is shown on the <i>schedule</i> for Section One, Part A – Surgical benefits – <i>injury</i> ;
<i>Injury</i> directly resulting, within 12 months, in the following surgical procedure(s) being carried out:	The benefits shown below are a percentage of the amount shown on the <i>schedule</i> for Section One, Part A – Surgical benefits – <i>injury</i> .
20. Craniotomy	100%
21. Amputation of a <i>limb</i>	50%
22. Fracture of a <i>limb</i> requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%
<b>Part B – Weekly benefits – injury</b>	Cover for an <i>event</i> under this Part only applies if an amount is shown on the <i>schedule</i> for Section One, Part B – Weekly benefits – <i>injury</i> ;
<i>Injury</i> directly resulting, within 12 months, in the following <i>event</i> (s):	The Benefits
25. <i>Temporary total disablement</i>	During such disablement, the weekly benefit shown on the <i>schedule</i> for Section One, Part B – Weekly benefits – <i>injury</i> , but not exceeding the <i>earnings</i> of the <i>insured person</i> .
26. <i>Temporary partial disablement</i>	25% of the amount payable for <i>event</i> 25.
<b>Part C – Weekly benefits – sickness</b>	Cover for an <i>event</i> under this Part only applies if an amount is shown on the <i>schedule</i> for Section One, Part C – Weekly benefits – <i>sickness</i> ;
<i>Sickness</i> directly resulting, within 12 months of the date of the first manifestation of the <i>sickness</i> , in the following <i>event</i> :	The Benefits
27. <i>Temporary total disablement</i>	During such disablement, the weekly benefit shown on the <i>schedule</i> for Section One, Part C – Weekly benefits – <i>sickness</i> , but not exceeding the <i>earnings</i> of the <i>insured person</i> .
<b>Part C – Surgical benefits – sickness</b>	Cover for an <i>event</i> under this Part only applies if an amount is shown on the <i>schedule</i> for Section One, Part C – Surgical benefits – <i>sickness</i> ;
<i>Sickness</i> directly resulting, within 12 months of the date of the first manifestation of the <i>sickness</i> , in the following surgical procedure(s):	The benefits shown below are a percentage of the amount shown on the <i>schedule</i> for Section One, Part C Surgical benefits – <i>sickness</i> .
28. Open heart surgical procedure	100%
29. Brain surgery	50%
30. Abdominal surgery carried out under general anaesthetic	50%
31. Any other surgical procedure carried out under a general anaesthetic	5%
<b>Part D – Lump sum – broken or fractured bones</b>	Cover for an <i>event</i> under this Part only applies if an amount is shown on the <i>schedule</i> for Section One, Part D – Lump sum – broken or fractured bones.
<i>Injury</i> directly resulting, within 12 months of the date of the <i>injury</i> , in the following broken or fractured bones:	The broken or fractured bones benefits shown below are a percentage of the amount shown on the <i>schedule</i> for Section One, Part D – Lump sum – broken or fractured bones.
32. Neck, skull or spine ( <i>complete fracture</i> )	100%
33. Hip	75%
34. Jaw, pelvis, leg, ankle or knee ( <i>other fracture</i> )	50%
35. Cheekbone, shoulder or <i>hairline fracture</i> of skull or spine	30%
36. Arm, elbow, wrist or ribs ( <i>other fracture</i> )	25%
37. Jaw, pelvis, leg, ankle or knee ( <i>simple fracture</i> )	20%



38. Nose or collar bone	20%
39. Arm, elbow, wrist or ribs ( <i>simple fracture</i> )	10%
40. <i>Finger, thumb, foot, hand or toe</i>	7.5%
In the case of an established non-union of any of the above fractures	5% additional to any amount payable above

**Part E – Loss of teeth or dental procedures** Cover for an *event* under this Part only applies if an amount is shown on the *schedule* for Section One, Part E – Loss of teeth or dental procedures.

*Injury* resulting directly in a claim for any of the following procedure(s) which must occur within 12 months of the date of the *injury*. The benefits shown below are a percentage of the amount shown on the *schedule* for Section One, Part E – Loss of teeth or dental procedures.

41. Loss of or full capping of teeth, per tooth	100%
42. Partial capping of teeth	50%

The maximum benefit payable for any single *injury* resulting in loss of teeth or dental procedures will be limited to \$250 per tooth, to a maximum of \$10,000. For the purposes of this clause, a tooth means a sound and natural *permanent* tooth but does not include first or milk teeth, dentures, implants or dental fillings.

**Part F – Rehabilitation expenses** Cover for an *event* under this Part only applies if an amount is shown on the *schedule* for Section One, Part F – Rehabilitation expenses.

A claim being admitted under *events* 25, 26 or *event* 27:

Reimbursement of expenses incurred for tuition or advice for the *insured person* from a licensed or approved learning institution, school or vocational training organisation provided such tuition or advice is undertaken only with *our* prior written agreement and the agreement of the *insured person's doctor*. Reimbursement under this provision will be limited to the actual costs incurred but not exceeding \$500 per month and will be payable for a maximum of 6 months.

**Part G – Loss of enjoyment of life** Cover for an *event* under this Part only applies if an amount is shown on the *schedule* for Section One, Part G – *Loss of enjoyment of life*.

A claim for 100% being admitted under Part A – Lump sum benefits – *events* 2 to 9 a) inclusive. An additional \$10,000 for *loss of enjoyment of life*.

**Part H – Dependent child benefit** Cover for an *event* under this Part only applies if an amount is shown on the *schedule* for Section One, Part H – Dependent child benefit.

A claim for 100% being admitted under Part A – Lump sum benefits – *event* 1 for *accidental death* as the result of an *injury* to an *insured person*. \$5,000 for each *dependent child* (\$10,000 in the aggregate for all *dependent children* in any one family).

**Part I – Partner accidental death** Cover for an *event* under this Part only applies if an amount is shown on the *schedule* for Section One, Part I – *partner accidental death*.

We will pay the *insured person* a death benefit should the *insured person's partner* die as a result of an *injury* whilst the *insured person* is on a *journey*. \$25,000

**Part J – Independent financial advice** Cover for an *event* under this Part only applies if an amount is shown on the *schedule* for Section One, Part J – Independent financial advice.

If an *insured person* sustains an *injury* for which benefits are payable under *events* 1-9, we will, in addition to payment of the benefit, and at the request of *you*, the *insured person* or representatives of the *insured person's* estate, pay for professional financial advice in respect of the investment of the benefit for *events* 1-9. Provided, however that such advice is provided by an independent financial advisor who is not a *close relative* of the *insured person* and who is qualified to provide such financial advice. The maximum amount we will pay is \$3,000.

**Part K – Corporate image protection** Cover for an *event* under this Part only applies if an amount is shown on the *schedule* for Section One, Part K – Corporate image protection.

If an *insured person* sustains an *injury* for which benefits are payable under Part A – Lump sum benefits for *events* 1 or 2, we will reimburse the *insured* for external costs incurred within 30 days of the *injury* for the engagement of qualified image and/ or public relations consultants to manage the *insured person's* response to the situation and/or the release of information through the media. The maximum we will pay is \$15,000 for all costs arising out of any single *injury*.

<b>Part L – Partner retraining benefit</b>	Cover for an <i>event</i> under this Part only applies if an amount is shown on the <i>schedule</i> for Section One, Part L – <i>Partner retraining benefit</i> .
If an <i>insured person's accidental death or permanent total disablement</i> benefit is payable under this policy, we will pay, at <i>your</i> request, up to \$10,000 towards the actual costs incurred for the training or retraining of the <i>insured person's partner</i> :	
<ul style="list-style-type: none"> <li>a) for the purpose of obtaining gainful employment; or</li> <li>b) to improve their employment prospects; or</li> <li>c) to enable them to improve the quality of care they can provide to the <i>insured person</i>.</li> </ul>	

<b>Part M – Premature birth/miscarriage benefit</b>	Cover for an <i>event</i> under this Part only applies if an amount is shown on the <i>schedule</i> for Section One, Part M – <i>Premature birth/miscarriage benefit</i>
If an <i>insured person</i> sustains an <i>injury</i> which directly causes a miscarriage or premature childbirth (prior to 26 weeks gestation).	We will pay the <i>insured</i> up to \$5,000.

<b>Extensions</b>	
1. Disappearance	If during the <i>period of insurance</i> and whilst on a <i>journey</i> , an <i>insured person</i> disappears following the disappearance, sinking or wrecking of a <i>conveyance</i> in which they were travelling and their body has not been found within 12 months of the date of that disappearance, they will be deemed to have died as a result of an <i>injury</i> at the time of the disappearance, sinking or wrecking of the <i>conveyance</i> . If the benefit for <i>event 1</i> in the table of <i>events (accidental death)</i> is payable because of a disappearance, we will only pay if the legal representatives of the <i>insured person's estate</i> give us a signed undertaking that these amounts will be repaid to us, if it is later found that the <i>insured person</i> did not die or did not die as a result of an <i>injury</i> .
2. Exposure	If during the <i>period of insurance</i> and whilst on a <i>journey</i> , an <i>insured person</i> is exposed to the elements as a result of an accident and within 12 months of the accident they suffer from any of the <i>events</i> as a direct result of that exposure, they will be deemed for the purpose of this policy to have suffered an <i>injury</i> on the date of the accident.

<b>Conditions</b>	
1.	If an <i>insured person</i> suffers an <i>injury</i> resulting in any one of <i>events 2-9 a)</i> inclusive, we will not be liable under this policy for any subsequent <i>injury</i> to that <i>insured person</i> .
2.	Benefits will not be payable for more than one of the <i>events 1-19</i> in respect of the same <i>injury</i> and will be reduced by any sum already paid under <i>events 25 or 26</i> . Without limiting the first sentence of this condition in any way, all bodily injuries resulting from the same accident will be deemed to be a single <i>injury</i> for the purposes of this condition. Provided always that if <i>you</i> become entitled to compensation under any of the <i>events 2-19</i> , <i>you</i> may (entirely at <i>our discretion</i> ) be made to receive compensation under that <i>event</i> or <i>events 25 or 26</i> .
3.	Benefits will not be payable: <ul style="list-style-type: none"> <li>a) for <i>events 25, 26 and 27</i> in excess of a total period of 104 weeks in respect of any single <i>injury</i> or <i>sickness</i>;</li> <li>b) for <i>events 25, 26 and 27</i> during the <i>excess period</i> stated on the <i>schedule</i>, calculated from the commencement of the <i>injury</i> or <i>sickness</i>;</li> <li>c) unless the <i>insured person</i>, as soon as possible after the happening of any <i>injury</i> or the manifestation of any <i>sickness</i> giving rise to a claim under this policy, obtains and follows proper medical advice from a <i>doctor</i>, dental practitioner or registered hospital;</li> <li>d) for more than one of <i>events 25 and/or 26</i> or <i>event 27</i> that occur during the same period of time; and</li> <li>e) for more than one of the surgical benefits, in respect of any one <i>injury</i> or <i>sickness</i>.</li> </ul>
4.	The amount of any benefit payable for <i>temporary total disablement</i> will be reduced by the amount of any periodic compensation benefits payable under any scheme and the amount of any sick pay entitlement or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this policy will not exceed the percentage of the <i>earnings</i> of the <i>insured person</i> or the percentage of the sum insured stated on the <i>schedule</i> , whichever is the lesser.
5.	If, as a result of <i>injury</i> or <i>sickness</i> , benefits become payable under Parts B or C of the table of <i>events</i> and while this policy is in force, the <i>insured person</i> suffers a recurrence of <i>temporary total disablement</i> or <i>temporary partial disablement</i> from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the <i>insured person</i> has worked on a full-time basis for at least 6 consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new <i>injury</i> or <i>sickness</i> and a new <i>excess period</i> will apply.
6.	Weekly benefits for <i>events 25, 26 and 27</i> will be payable monthly in arrears. Disability for a period of less than one week will be paid at the rate of 1/7th of the weekly benefit for each day during which disability continues.
7.	All benefits will be payable to <i>you</i> or such person or persons and in such proportions as <i>you</i> nominate.
8.	If, as a result of <i>injury</i> , the <i>insured person</i> is entitled to a benefit under <i>events 25 and/or 26</i> and subsequently becomes entitled to a benefit under <i>events 2 or 3</i> , all benefits payable under <i>events 25 and 26</i> will cease from the date of such entitlement.
9.	For an <i>insured person</i> under the age of 16 years the maximum amount payable in respect of <i>event 1 (accidental death)</i> will be \$10,000 unless otherwise stated on the <i>schedule</i> .
10.	If a benefit is payable under this section that is also payable under any other insurance policy insured through us, only one policy can be claimed against (i.e the policy with the highest benefit).
11.	We shall not be liable for any <i>events</i> or benefits which are directly or indirectly related to a <i>pre-existing condition</i> .

## SECTION TWO

# KIDNAP, EXTORTION/RANSOM

### Cover

If during the *period of insurance* and whilst on a *journey*, an *insured person* is travelling for the purposes of *your* business and is kidnapped or allegedly kidnapped, we will reimburse *you* for *extortion/ransom monies* paid up to the amount shown on the *schedule* for Section Two.

### Extensions

If a claim is accepted under this section, we will also pay for:

1. loss of money due to destruction, disappearance, seizure or usurpation of *extortion/ransom monies* while being delivered to a person demanding those monies by anyone who is authorised by *you* or an *insured person* to have custody thereof, provided that the *kidnap* or *extortion* which gave rise to the delivery is insured by this policy section; and
2. the amount paid by *you* for *expenses* directly resulting from a *kidnap* or *extortion* occurring during the *period of insurance*; and
3. the reasonable costs of retaining independent security consultants for the exclusive function of investigating the *kidnap*, negotiating the release of the *insured person*, and paying any ransom or recovery of the *insured person*, provided that we have given our prior written consent to the use of such consultants.
4. all payments in respect of paragraphs 1, 2 and 3 above will be inclusive of and not in addition to the amount shown on the *schedule* for Section Two.

### Exclusions

We will not pay for:

1. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are *extortion/ransom monies* being stored or transported for the purpose of paying an *extortion* or *kidnap* demand;
2. any loss from the *kidnap* or *extortion* of an *insured person* permanently residing or staying for more than 180 consecutive days in the country where the *kidnap* or *extortion* occurs;
3. any loss from the *kidnap* or *extortion* of an *insured person* in the following countries: Afghanistan, Colombia, Egypt, India, Iraq, Lebanon, Libya, Mexico, Nigeria, Pakistan, Philippines, Syria, Venezuela;
4. any fraudulent or dishonest act committed by *you*, an *insured person* or any person *you* authorise to have custody of *extortion/ransom monies*.

### Conditions

Confidentiality

1. At all times *you* and every *insured person* will take all care and any necessary precautions not to disclose the existence of this policy and will completely protect the confidentiality of it.

## SECTION THREE

# HIJACK AND DETENTION

### Cover

If during the *period of insurance* and whilst on a *journey* an *insured person* is:

- a) forcibly *detained* for more than 12 hours as a direct result of a *hijack*; or
- b) *detained*, by any government, state or other lawful authority for any reason not excluded, we will pay *you*:
  - a) in respect of a) the daily amount shown on the *schedule* for Section Three for every day of continued *detention* up to 60 days;
  - b) in respect of b) the daily amount shown on the *schedule* for Section Three, for every day of *detention* up to 60 days.

### Extensions

1. If an *insured person* incurs their own legal costs as a result of being *detained*, we will reimburse *you* the legal costs incurred up to the maximum amount shown on the *schedule* for Section Three.

### Exclusions

1. We will not be liable for any *detention* as a result of *you* or the *insured person* breaking the law of any country or state;
2. Any loss from a *hijack* of an *insured person* in the following countries: Afghanistan, Colombia, Egypt, India, Iraq, Lebanon, Libya, Mexico, Nigeria, Pakistan, Philippines, Syria, Venezuela.

## SECTION FOUR

# MEDICAL AND ADDITIONAL EXPENSES

### Cover

We will reimburse you:

the reasonable cost of *medical and additional expenses* as a direct result of the death or *sickness* of or *injury* to the *insured person*, occurring during the *period of insurance* and whilst on a *journey*, incurred for a period of up to 24 months from the date of death, *injury* or *sickness*.

### Extensions

We will also pay for:

- |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Additional Business Expenses         | If during the <i>period of insurance</i> the <i>insured person</i> incurs reasonable and necessary additional business expenses required for the continuation of the <i>insured person's</i> business obligations, we will reimburse you up to \$2,500, if the <i>insured person</i> is not capable of fulfilling those obligations as a result of the <i>insured person's</i> death, <i>sickness</i> or <i>injury</i> .                                                        |
| 2. Trauma Counselling                   | If during the <i>period of insurance</i> the <i>insured person</i> suffers psychological trauma as a result of being the victim of, or eye witness to a criminal act such as murder, violent assault or robbery, sexual assault, or an act of <i>terrorism</i> , we will pay up to \$5,000 for the cost of trauma counselling which is provided by a registered psychologist who is not a <i>close relative</i> of the <i>insured person</i> , with <i>our</i> prior agreement. |
| 3. Continuous Worldwide Bed Confinement | If during the <i>period of insurance</i> an <i>insured person</i> is confined to bed by a <i>doctor</i> for a period in excess of 48 hours, we will pay the daily amount shown on the <i>schedule</i> for Section Four up to a maximum of 100 days.                                                                                                                                                                                                                             |

### Exclusions

We will not pay for any expenses:

- incurred where a *journey* is undertaken against the advice of a *doctor* or when the *insured person* is not fit to travel or if the purpose of the *journey* is for the *insured person* to seek medical attention;
- incurred after the period of 24 months from the date the *insured person* dies or suffers a *sickness* or *injury*;
- incurred because the *insured person* is suffering from a terminal condition which was diagnosed prior to the *journey* by a *doctor*, but only in respect of the terminal condition;
- recoverable by you or the *insured person* from any other source, including but not limited to a government sponsored fund, plan or medical benefit scheme;
- incurred for any medication or ongoing treatment for a condition which commenced prior to the commencement of a *journey* and the *insured person* has been advised to continue the medication or treatment during the *journey*;
- incurred for routine or elective medical, optical or dental treatment or consultation;
- incurred in relation to the *insured person* commencing their *journey* against the New Zealand government's advice or against local government advice at their overseas destination.

## SECTION FIVE

# EMERGENCY ASSISTANCE

### Cover

If during the *period of insurance* and whilst on a *journey*, an *insured person* requires emergency assistance and the *insured person* immediately contacts Allianz Partners' Emergency Assistance team on the telephone number provided, for which there is worldwide 24 hour access, we will through the Emergency Assistance team provide the *insured person* with such emergency assistance that Allianz Partners consider necessary, including as set out below.

### Emergency assistance

Emergency assistance may include any one or more of the following services, but only if they are considered necessary and are organised by Allianz Partners' Emergency Assistance team:

1. emergency travel assistance;
2. emergency medical evacuation;
3. payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an *insured person*;
4. medically supervised repatriation;
5. repatriation, which will be organised by the Emergency Assistance team by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the *insured person's* home address;
6. assistance in replacing a lost or stolen passport;
7. legal assistance;
8. payment of other emergency assistance expenses.

### Conditions

1. Allianz Partners must be advised immediately of any potential claim under this section.
2. *You* or the *insured person* must not attempt to resolve problems encountered without making all reasonable efforts to advise Allianz Partners. Failure to do so may prejudice reimbursement of expenses.
3. In the event of emergency or other assistance being provided in good faith by Emergency Assistance team to any person not insured under this policy *you* will reimburse *us* for all costs incurred.
4. Any undertaking or arrangements, which lead to expenses being incurred, given to or made on behalf of *you* or an *insured person* who does not make contact with Allianz Partners or who prejudices *our* rights will not be considered.
5. The *insured person* must not have commenced their *journey* against the New Zealand government's advice or against local government advice at their overseas destination.

### Contact details

Contact reverse charge through operator + 64 9 487 0815.



## SECTION SIX

# LOSS OF DEPOSITS, CANCELLATION AND TRAVEL DISRUPTION EXPENSES

Cover	
1. Loss of Deposits/Cancellation	If during the <i>period of insurance</i> , you or an <i>insured person</i> incurs loss of <i>travel and accommodation expenses</i> paid in advance of a proposed <i>journey</i> as a result of an <i>unforeseen circumstance</i> , we will reimburse you for those expenses, but not exceeding the amount shown on the <i>schedule</i> for this item under Section Six.
2. Curtailment Expenses	If during the <i>period of insurance</i> , you or an <i>insured person</i> incur necessary and reasonable curtailment expenses being additional travel, forfeited travel, hotel or out-of-pocket expenses whilst on a <i>journey</i> , as a result of an <i>unforeseen circumstance</i> , we will reimburse you up to the amount shown on the <i>schedule</i> for this item under Section Six.
Extensions	
	We will also pay for:
1. Frequent Flyer Points	Expenses incurred if you or an <i>insured person</i> purchase an airline ticket using frequent flyer or similar reward points and the airline ticket is subsequently cancelled as a result of an <i>unforeseen circumstance</i> , and the loss of such points cannot be recovered from any other source, we will pay you the retail price for that ticket at the time it was issued, but not exceeding the amount shown on the <i>schedule</i> for this item under Section Six.
2. Alternative Route	Reasonable additional costs of the <i>insured person</i> using an alternative route to the planned destination if the <i>insured person's journey</i> from or to their <i>country of usual residence</i> is interrupted and the planned time of the arrival is delayed by any fortuitous cause outside the control of the <i>insured person</i> , provided that: <ul style="list-style-type: none"> <li>a) the primary reason for using the alternative route was to enable the <i>insured person</i> to be present at a <i>special event</i> which could not reasonably be delayed due to the late arrival of the <i>insured person</i>; and</li> <li>b) the alternative route uses scheduled public transport services to facilitate arrival in time for the occasion mentioned in a) above;</li> </ul> up to the amount shown on the <i>schedule</i> for Section Six per <i>insured person</i> per <i>journey</i> .
3. Volunteer Services Return Home	Expenses incurred where the <i>insured person</i> who is a member of a volunteer fire, ambulance or civil defence service, is requested by such service to return to their <i>country of usual residence</i> to provide emergency assistance or services due to an unforeseen emergency, we will reimburse you up to the amount shown on the <i>schedule</i> for Section Six, Volunteer Services Return Home.
4. Journey Alteration	If during the <i>period of insurance</i> a proposed <i>journey</i> is changed, we will reimburse the additional <i>travel and accommodation expenses</i> incurred as a result of changing the <i>journey</i> , provided that these expenses do not exceed the amount you or the <i>insured person</i> would have otherwise incurred had there been a valid claim submitted under Loss of Deposits/Cancellation.
5. High and Extreme Risk Warnings	Trip cancellation or curtailment costs incurred due to the New Zealand Government's recommendation that travel not be taken to any country, territory or region on the New Zealand Ministry of Foreign Affairs and Trade (MFAT) website at <a href="http://www.safetravel.co.nz">www.safetravel.co.nz</a> , if a high or extreme risk warning arises or changes after the <i>insured person</i> books their travel arrangements, whether this relates to essential or non-essential travel or both. Provided that: <ul style="list-style-type: none"> <li>a) The warning is still in force within 14 days prior to the <i>insured person's</i> departure; and</li> <li>b) the <i>insured person's</i> travel itinerary is directly affected.</li> </ul> If there is a valid claim under this extension but the <i>insured person</i> chooses to continue with their planned <i>journey</i> , General Exclusion 11 will apply.

6. Epidemics and Pandemics	<p>Provided that the <i>insured person</i> did not commence their <i>journey</i> against the New Zealand government's advice or against local government advice at their overseas destination, cover under Section 6 (Loss of Deposits, Cancellation and Travel Disruption Expenses) is extended to the following circumstances which occur within the <i>period of insurance</i>:</p> <ol style="list-style-type: none"> <li>the <i>insured person</i> or their <i>travelling companion</i> are diagnosed with an epidemic or a pandemic disease and as a result the <i>insured person</i> cannot commence or complete their <i>journey</i>;</li> <li>the <i>insured person</i> is quarantined or ordered to isolate prior to, or, during their <i>journey</i> by order of any government or local authority based on their suspicion that they or their <i>travelling companion</i> have been exposed to an epidemic or pandemic disease;</li> <li>the <i>insured person</i> is denied boarding on any scheduled public transport service based on the suspicion that they or their <i>travelling companion</i> have an epidemic or pandemic disease, and as a result of the denied boarding, they incur the costs of additional accommodation and meals.</li> </ol> <p>The maximum amount we will pay for any claim under Section 6.6c) is \$200 per day up to a maximum of \$1,400.</p> <p>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 the <i>insured person</i> is travelling to, from, or through.</p>
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## Exclusions

We will not be liable or pay for:

- expenses incurred where a *journey* is undertaken against the advice of a *doctor* or when the *insured person* is not fit to travel or if the purpose of the *journey* is for the *insured person* to seek medical attention;
- expenses incurred as a result of a terminal condition of the *insured person* or the person on whom the claim depends, where the terminal condition was diagnosed prior to the booking date of the *journey*;
- cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been any warning before the date the *journey* or tour was booked that such circumstances were likely;
- carrier caused delays where the costs are recoverable from the carrier;
- cancellation, curtailment or amendment of a *journey* resulting directly or indirectly from not having the appropriate passport, entry visa or work permit documentation required by any foreign government or foreign power;
- any business, financial or contractual arrangements or obligations of *you*, an *insured person* or any other person;
- any change of plans, fear of travelling or disinclination on the part of an *insured person* or of any other person to travel;
- the inability of any tour operator or wholesaler to complete arrangements for any *journey* or tour due to a shortage in the required number of persons to commence any *journey* or tour;
- the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal;
- any expenses that are recoverable by *you* or the *insured person* from any other source;
- claims arising directly or indirectly 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 the *insured person* is travelling to, from, or through;
- claims in relation to the *insured person* commencing their *journey* against the New Zealand government's advice or against local government advice at their overseas destination.



## SECTION SEVEN

# BAGGAGE, BUSINESS PROPERTY, ELECTRONIC EQUIPMENT AND MONEY/TRAVEL DOCUMENTS

Cover	
If during the <i>period of insurance</i> and whilst on a <i>journey</i> , an <i>insured person</i> sustains an accidental loss of, theft of or damage to <i>baggage</i> , <i>business property</i> , <i>electronic equipment</i> or <i>money/travel documents</i> , we will reimburse you or the <i>insured person</i> in respect of such loss, theft or damage, up to the amount shown on the <i>schedule</i> for Section Seven.	
Basis of Settlement	
Baggage, Business Property and Electronic Equipment	We may at <i>our</i> sole discretion choose to repair, replace, or pay you the monetary value of the articles claimed under this section.
Extensions	
1. Baggage Mislaid	If <i>baggage</i> is lost by a carrier or temporarily mislaid by a carrier for more than 8 hours, we will reimburse any reasonable expenses incurred by an <i>insured person</i> to purchase essential replacement clothing or requisites but not exceeding the amount shown on the <i>schedule</i> for Section Seven – Baggage Mislaid.
2. Coins and Bank Notes	In respect of coins or bank notes held for the purpose of the <i>journey</i> and for use during a <i>journey</i> , cover will commence at the time of collection from a financial institution or 72 hours prior to commencement of the <i>journey</i> , whichever is the later time and will continue for 72 hours after completion of the <i>journey</i> or until deposit at a financial institution, whichever occurs first.
3. Tools and Traveller's Samples	If tools of trade or traveller's samples are lost or damaged as covered by this section we will pay for the urgent couriering of replacements to enable the <i>insured person</i> to continue to conduct business, but not exceeding the amount shown on the <i>schedule</i> .
4. Home Burglary Excess Benefit	If during the <i>period of insurance</i> and whilst on a <i>journey</i> , the <i>insured person's</i> usual place of residence is burgled, we will reimburse the <i>insured person's</i> excess amount that is payable under their home and contents insurance policy, up to the maximum amount shown in the <i>schedule</i> for Section Seven – Home Burglary Excess benefit.
5. Identity Theft	<p>If the <i>insured person</i> is the victim of <i>identity theft</i> where the theft of personal data or <i>money/travel documents</i> has occurred, we will indemnify you for reasonable legal expenses incurred with <i>our</i> prior written consent, up to the amount shown on the <i>schedule</i> for Section Seven – Identity Theft:</p> <ol style="list-style-type: none"> <li>1. to resolve any disputed accounts or credit facilities;</li> <li>2. for re-submitting applications for loans, grants and other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of <i>identity theft</i>;</li> <li>3. for notarising affidavits or other similar documents, amending or rectifying records in regard to the <i>insured person's</i> true name or identity as the result of <i>identity theft</i>;</li> <li>4. to defend any suit brought against the <i>insured person</i> by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of <i>identity theft</i>;</li> <li>5. to remove any civil judgment wrongfully entered against the <i>insured person</i> as a result of <i>identity theft</i>.</li> </ol>
Exclusions	
Baggage, Business Property, Electronic Equipment or Money/Travel Documents	<p>We will not pay for loss, theft or damage:</p> <ol style="list-style-type: none"> <li>1. not reported to either the police or the transport carrier who are able to provide a written report at the time you make a claim;</li> <li>2. due to confiscation by Customs or any other lawful authority;</li> <li>3. that is recoverable from any other source;</li> </ol>
Baggage, Business Property, Electronic Equipment	<p>We will not pay for loss, theft or damage:</p> <ol style="list-style-type: none"> <li>4. where the lost stolen or damaged property was shipped under any freight agreement or sent by postal or courier services;</li> <li>5. to any property comprising vehicles or their accessories;</li> <li>6. to any property intended for trade or sale;</li> <li>7. to any electronic data or software;</li> <li>8. to any property caused by:               <ol style="list-style-type: none"> <li>a) the activity of moth, vermin or rodent, wear and tear, atmospheric or climate conditions or gradual deterioration;</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>b) mechanical or electrical failure;</li> <li>c) any process of cleaning, restoring, repairing or alteration;</li> <li>d) scratching or breaking of fragile or brittle articles, if this results from the negligence of the <i>insured person</i>.</li> </ul> <p>9. to any sporting equipment or bicycles whilst in use;</p> <p>10. for jewellery except when at the time of the loss or damage the item is being worn by <i>you</i>, or was on <i>your person</i>, or was in <i>your bedroom</i> while <i>you</i> are present in the same room, or stored in a securely locked room or safe;</p>
Electronic Equipment	<p>We will not pay for loss, theft or damage:</p> <ul style="list-style-type: none"> <li>11. where theft or attempted theft occurs whilst such equipment is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle;</li> <li>12. whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless the equipment accompanies the <i>insured person</i> as personal cabin <i>baggage</i> or placed in the hold on specific instructions from the operator who has prohibited the <i>insured</i> from carrying the items as personal cabin <i>baggage</i>;</li> </ul>
Money/Travel Documents	<p>We will not pay for loss, theft or damage:</p> <ul style="list-style-type: none"> <li>13. arising out of the devaluation of currency or shortages due to errors or omissions during monetary transactions;</li> <li>14. of or to cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage;</li> <li>15. of or to coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the <i>journey</i>;</li> <li>16. suffered by an <i>insured person</i> from the use of any credit card by a member of the <i>insured person's</i> family or any of <i>your employees</i>;</li> <li>17. that is recoverable from any other source;</li> <li>18. where theft or attempted theft occurs whilst such items are unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle;</li> </ul>
Identity Theft	<p>We will not pay for loss, theft or damage:</p> <ul style="list-style-type: none"> <li>19. for any item which has been purchased by fraudulent use of the <i>insured person's</i> identity;</li> <li>20. for losses arising from any business pursuits or the theft of a commercial identity;</li> <li>21. for any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the <i>insured person's</i> identity, where civil or criminal action is, or has been, taken against the <i>insured person</i>;</li> <li>22. for authorised charges that the <i>insured person</i> has disputed based on the quality of goods or services;</li> <li>23. where the <i>insured person</i> has not lodged a report with the Police and/or cannot provide a copy of the Police report;</li> <li>24. for theft of the <i>insured person's</i> identity by a family member who lives with the <i>insured person</i>;</li> <li>25. for authorised account transactions or trades that the <i>insured person</i> has disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions of directions;</li> <li>26. for any expenses that did not occur within 12 months from the date the <i>identity theft</i> occurred.</li> </ul>

### Conditions

1. If a payment is made under this section in respect of any property, we will be entitled to take and keep possession of such property and to deal with it in any manner we see fit.
2. An excess will apply for each claim for the loss of, theft of or damage to *electronic equipment*. That excess will be the excess shown on the *schedule* for Section Seven – Electronic Equipment or, if no excess is specified, 10% of the value of the claim.
3. The excess for each and every loss for a specified item is 10% of the item's value.
4. The *insured person* should take all reasonable precautions for the safety and supervision of *baggage, business property, electronic equipment and money/travel documents*.
5. Any claim for a loss or theft of a mobile phone must contain a confirmation that the device has been blocked from the service provider by using the International Mobile Station Equipment Identity (IMEI).
6. The limit for any 1 item, or any set or pair of items is the amount shown on the *schedule* against Section Seven, Baggage, Business Property, Electronic Equipment and Money/Travel Documents, limit any one item.

## SECTION EIGHT

# ALTERNATIVE EMPLOYEE/RESUMPTION OF ASSIGNMENT EXPENSES

### Cover

If during the *period of insurance* and whilst on a *journey*, you necessarily incur *alternative employee expenses* or *resumption of assignment expenses*, as the direct result of the *insured person* dying unexpectedly or suffering a *serious injury* or *serious sickness* or a claim has been submitted under Curtailment Expenses in Section Six, we will reimburse you for such reasonable expenses up to the amount shown on the *schedule* for Section Eight.

### Exclusions

We will not pay for:

1. any expenses where the *insured person* had undertaken a *journey* against the advice of a *doctor*;
2. any expenses which you or the *insured person* had paid or budgeted for before the commencement of the *journey*.

## SECTION NINE

# PERSONAL LIABILITY

### Cover

If during the *period of insurance* and whilst on a *journey*, you or an *insured person* become legally liable to pay damages for compensation resulting directly from the *insured person's* negligence and causing:

- a) *personal injury*; or
- b) *property damage*;

we will indemnify you or the *insured person* against the damages up to the amount shown on the *schedule* for Section Nine.

In addition we will also pay legal costs and expenses which are recoverable by a claimant from you or the *insured person* or which are incurred with our written consent in the investigation or defence of any claim.

### Exclusions

We will not pay for damages in respect of:

1. *injury* to any person arising in the course of their employment, contract of service or apprenticeship with you;
2. *property damage* to property belonging to or held in trust by or in the custody or control of you, an *insured person* or any of your employees;
3. *personal injury* or *property damage* caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle, aircraft or watercraft, when an *insured person* is the owner, driver or pilot or has it in their care, custody or control or where the owner, driver or pilot is an employee or agent of you or an *insured person*;
4. *personal injury* or *property damage* caused by or arising from:
  - a) the nature of products sold by you or an *insured person*;
  - b) advice provided by you or by an *insured person*;
  - c) the conduct of your business, trade or profession;
5. liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty.

### Conditions

1. No admission, offer, promise, payment or indemnity may be made or given by or on behalf of you or an *insured person* without our written consent.
2. We will be entitled to take over and conduct in your or the *insured person's* name the defence or settlement of any claim and we will have full discretion in the handling of any proceedings.
3. We may at any time pay to you or the *insured person*, in connection with any claim or series of claims arising from the one original cause, the amount shown on the *schedule* for Section Nine (after deduction of any amount already paid) or any lesser amount for which such claim or claims can be settled and upon such payment being made we will be under no further liability in connection with such claims.



## SECTION TEN

# RENTAL VEHICLE EXCESS

### Cover

If during the *period of insurance* and whilst on a *journey*, an *insured person* rents or hires a *rental vehicle* and that *rental vehicle* is involved in an accident whilst under the control of the *insured person*, or the *rental vehicle* is stolen or damaged, we will reimburse you for the *rental vehicle* excess selected up to the amount shown on the *schedule* for Section Ten.

### Extensions

If during the *period of insurance* and whilst on a *journey*, an *insured person* uses a *personal motor vehicle* for business purposes, and is involved in a collision whilst they are in control of the vehicle, we will as applicable:

- a) provide for reimbursement of any claim up to and including the prescribed excess or claim below the excess that would have been payable under the vehicle's comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source;
- b) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the vehicle; and
- c) pay up to \$500 per week for the cost of hiring a similar motor vehicle in the event that the vehicle is unable to be used as the result of the damage sustained to the vehicle during the collision.

The maximum amount we will pay in respect to any 1 accident is:

- a) up to \$2,000 for a) and b) above as a combined maximum limit; and
- b) up to \$2,500 for c), in addition to any claims made under a) and/or b).

### Exclusions

We will not pay for any loss or claim that arises directly or indirectly from or is caused by any one or more of the following:

1. The *insured person* not holding a motor vehicle driver's licence that is in full force and effect at the time and place of the accident.
2. The *insured person* being in charge of a *rental vehicle* or *personal motor vehicle* whilst under the influence of intoxicating liquor or a drug not prescribed by a *doctor* or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the accident.
3. The illegal or criminal use of the *rental vehicle* or *personal motor vehicle* by you or an *insured person*.

### Conditions

1. As part of the contract or arrangement for the rent or hire of the *rental vehicle* the *insured person* must take all comprehensive motor vehicle insurance provided by the rental organisation against loss or damage to the *rental vehicle* during the rental period.
2. In the event of a claim with respect to a *personal motor vehicle*, the *insured person* must supply us with:
  - a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the motor vehicle;
  - b) a letter from the motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited;  
Note: Stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
  - c) a synopsis of the total cost of the repairs (with complete details if possible).
3. If a claim is not being made on the motor vehicles insurance company the following will be required by us:
  - a) A letter from the motor vehicle insurance company stating:
    - i) the amount of excess that would have been paid had a claim been made;
    - ii) the amount of no claim bonus that would have been forfeited had a claim been made.  
Note: Stating that the no claim bonus has dropped from 60% to 40% is insufficient. The actual amount of money involving is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
  - b) Receipts (or copies) for monies paid, details of repairs and the name of the firm which carried out the repairs to the motor vehicle.

## SECTION ELEVEN

# POLITICAL AND NATURAL DISASTER EVACUATION

### Cover

If during the *period of insurance* and whilst on a *journey*:

- a) an *insured person* is recommended to leave the country in which they are travelling by officials in that country; or
- b) an *insured person* is expelled from that country; or
- c) the *insured person* is declared *persona non grata* by that country; or
- d) there is a wholesale seizure, confiscation or expropriation of the *insured person's* property, plant or equipment in that country; or
- e) a major natural disaster has occurred in the country the *insured person* is in, necessitating immediate evacuation in order for them to avoid risk of *injury or sickness*;

we will pay the cost of the *insured person's* return to their *country of usual residence* or the nearest place of safety, up to the cost of an economy class airfare for the same trip and the *insured person's* reasonable accommodation costs up to \$250 per day for up to 14 days if the *insured person* is unable to return to their *country of usual residence*. The maximum amount payable will be the amount shown on the *schedule* for Section Eleven.

### Extensions

Search and Rescue Expenses

If during the *period of insurance* and whilst on a *journey*, an *insured person* is declared missing outside their *country of usual residence* and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

1. it is known or believed that the *insured person* may have sustained an *injury or sickness*; or
2. weather or safety conditions make it necessary to do so in order to prevent the *insured person* from sustaining an *injury or sickness*;

we will reimburse you up to NZ\$20,000 per *insured person*, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for such *insured persons* and for bringing them to a place of safety.

### Exclusions

We will not pay for any costs arising directly or indirectly from or caused by:

1. an *insured person* violating the laws or regulations of the country they are in;
2. an *insured person's* failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;
3. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
4. failure to honour any contractual obligation or bond or to obey any conditions in a license;
5. an *insured person* being a national of the country which they are to be evacuated from;
6. the political unrest that resulted in an *insured person's* evacuation being in existence prior to the *insured person* entering the country or its occurrence being foreseeable to a reasonable person before the *insured person* entered the country.

### Conditions

1. If an *insured person* is required to leave the country they are in, Allianz Partners must be contacted beforehand to confirm cover. Where possible, Allianz Partners will make the travel arrangements and in all cases, we will decide where to send the *insured person*.
2. the *insured person* must comply at all times with local safety advice and adhere to recommendations at the time.
3. the *insured person* must not knowingly endanger either their own life or the life of any other *insured person* or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.

### Contact details

Contact reverse charge through operator + 64 9 487 0815.

## SECTION TWELVE

# DEATH BY NATURAL CAUSES

### Cover

If during the *period of insurance* and whilst on the first 90 days of a *journey*, an *insured person* travelling on *your* business dies from a natural cause, we will pay you the amount shown on the *schedule* for Section Twelve.

### Special provisions

1. We must be advised as soon as practicable of any death likely to give rise to a claim and we must be provided at *your* expense with such documentary evidence in support of the claim as we may reasonably require;
2. We must be given the right, at *our* expense, to arrange a post-mortem of the deceased *insured person*.

### Exclusions

We will not pay for any claim;

1. arising directly or indirectly from or caused by:
  - a) any *pre-existing condition* for which a *doctor* was consulted, or for which treatment or medication was prescribed, or any condition where the manifestation of the first symptoms of which would have caused a reasonable person to seek medical advice within 180 days before commencement date of the *journey* during which the death occurred;
  - b) bodily *injury* caused by any violent, external and visible means; or
2. that occurs after the first consecutive 90 days of the commencement of the *insured person's journey*.

### Conditions

- |                        |                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Fitness to travel   | The <i>insured person</i> must be fit to undertake the trip on the date their <i>journey</i> commenced and must not have been absent from work or confined to a bed if not in full time employment due to any illness or disease for more than 10 of the 90 days immediately prior to the date of commencement of the <i>journey</i> .                              |
| 2. Validation of cover | <i>Your</i> confirmation that the person in respect of whom the claim is made is eligible for cover under this policy must be in <i>our</i> possession before a claim can be admitted. Eligible means that such person is an <i>insured person</i> and includes confirmation that the person was travelling on <i>your</i> business at the time the death occurred. |



# DEFINITIONS

Where headings or margin references are used in this policy, the headings or references are purely descriptive in nature and are not to be used for interpretative purposes. The use of the singular shall also include the use of the plural.

Whenever the following words are used in *italics* in this policy, this is what they mean:

## Accidental death

death occurring as a result of an *injury*.

## Alternative employee expenses

reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the *insured person*. Expenses will be limited to a return business class air flight for scheduled air trips (except where international travel would have been arranged by *you* in economy class) and other essential expenses incurred in transportation of the substitute person.

## Baggage

personal effects, including portable *electronic equipment* but excluding electronic data, software, intangible assets, watercraft of any type, furniture, furnishings, household appliances, mechanically propelled vehicles, unmanned vehicles or hired items, belonging to *you* or an *insured person*, or for which an *insured person* is legally responsible, that are taken on the *journey* or acquired during the *journey*.

## Business property

office equipment and the replacement value of plans, business papers, specifications, manuscripts, stationery, tools of trade and traveller's samples other than *electronic equipment*.

## Close relative

*Partner*, parent or step parent, son, daughter or step son or daughter, legal ward, brother, sister, step or half brother, step or half sister, fiancé(e), niece, nephew, uncle, aunt, grandparent, great grandparent, grandchild, great grandchild, mother-in-law, father-in-law, step parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law of the *insured person* or their *partner*.

## Complete fracture

a fracture of a bone in which the bone is broken completely across with no connection left between the pieces.

## Conveyance

1. any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail, motorcycle, train or any other non-commercial vehicle, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
2. any aircraft provided and operated by an airline or an air charter company, which is duly licensed for the regular transportation of fare-paying passengers.

## Country of usual residence

1. the country in respect of which the *insured person* has citizenship and/or is a *permanent resident*; or
2. the country in which the *insured person* is residing in on an overseas expatriate assignment.

## Dependent child and children

an *insured person's* and their *partner's* natural and legally adopted children under 16 years of age or under 25 years of age while they are full time students at an accredited institution of higher learning who are primarily dependent on the *insured person* for financial maintenance and support.

## Detention/detained

restraint by way of custody or confinement against the *insured person's* will.

## Doctor

a legally registered medical practitioner who is not an *insured person* or their *close relative*.

## Earnings

- a) in the case of an employee, their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of 12 months immediately preceding the commencement of the disability or over such shorter period as they have been employed; or
- b) in the case of a self-employed person, their weekly pre-tax income derived from such self-employment, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of 12 months immediately preceding the commencement of the disability or over such shorter period as they have been self-employed.

## Electronic equipment

computers, palm pilots, mobile phones, cameras, and other items deemed by *us* to be electronic, which are intended for either business or personal use.

## Event

event described in the table of events set out in Section One of this policy.

## Excess

the first amount of each and every claim payable by *you* or the *insured person* as stated in the *schedule*.

## Excess period

the period of time following an *event* giving rise to a claim for which the benefits are not payable.

## Expenses (only in respect of Section Two)

any of the following:

1. reasonable payment made by *you* to a person providing information which leads to the arrest of the individuals responsible for a *kidnap* or *extortion* insured hereunder;
2. reasonable and customary loan costs incurred by *you* from a financial institution providing money to be used for payment of *extortion/ransom monies*;
3. reasonable and customary travel and accommodation costs incurred by *you* or an *insured person* as a result of a *kidnap* or *extortion*;
4. employee *earnings* paid by *you* to an *insured person* or on behalf of an *insured person* who is the victim of a *kidnap* or *extortion* for up to:
  - a) 30 days after the release of the *insured person* from a *kidnap*;
  - b) discovery of the death of the *insured person*; or
  - c) 120 days after *you* receive the last credible evidence that the *insured person* is still alive; or
  - d) 60 months from the date of the *kidnap*, if the victim has not been released.
5. payments made by *you* for a temporary replacement employee hired to perform the duties of a *kidnap* victim for the duration of a *kidnap* and upon release, for a further 30 day period but does not include payments made more than 60 months from the date of the *kidnap*;

6. personal financial loss suffered by the *insured person*;
7. travel costs of a *kidnap* victim to join their immediate family upon their release and the travel costs of an employee to replace the *kidnap* victim. Travel costs will be at economy fare and will be applied once per *insured person* and replacement person;
8. reasonable and customary fees and expenses of a qualified interpreter assisting you or an *insured person* in the event of a *kidnap* or *extortion*; and
9. any other reasonable and customary expenses incurred by you with our prior approval in resolving a *kidnap* or *extortion* insured hereunder.

### Extortion

to intimidate by a threat or series of threats to *kidnap* or cause bodily *injury*.

### Extortion/ransom monies

a consideration paid for the return of a *kidnap* victim or consideration paid to terminate or end an *extortion*, to a person believed to be responsible for the *kidnap* or *extortion* and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

### Fingers, thumbs or toes

the digits of a *hand* or *foot*.

### Foot

the entire foot below the ankle.

### Hairline fracture

cracks in a bone not extending through the entire bone and with no significant bone displacement qualifying as a *simple fracture* or as a *complete fracture*.

### Hand

the entire hand below the wrist.

### Hijack

the seizing of control of a *conveyance* on which the *insured person* is a passenger.

### Identity theft

the theft of personal data or documents relating to the *insured person's* identity which results in their fraudulent use to obtain money, goods or services.

### Injury

a bodily injury directly resulting from an accident and which is not a *sickness* and which:

- a) results solely, independently and exclusively of any other causes, including any pre-existing physical or congenital conditions; and
- b) occurs during the *period of insurance*.

### Insured

the insured named in the *schedule*.

### Insured person

all employees or directors of the *insured* or persons authorised by the *insured*, travelling on overseas authorised business travel or private travel (if declared by the *insured*) including *close relatives* of the insured person (if declared by the *insured*), and where the premium has been paid or has been agreed to be paid.

### Journey

means travel in connection with the business of the *insured*, including associated, private, personal and family travel as described in the *schedule*.

### Kidnap

the illegal abduction and holding hostage of one or more *insured persons* for the purpose of demanding *extortion/ ransom monies* as a condition of release. A kidnap in which more than one *insured person* is abducted will be considered a single kidnap.

### Limb

the entire limb between the shoulder and the wrist or between the hip and the ankle.

### Loss

in connection with:

- a) A *limb*, *permanent* physical severance or *permanent* total loss of the use of the *limb*;
- b) An eye, total and *permanent* loss of all sight in the eye;
- c) Hearing, total and *permanent* loss of hearing;
- d) Speech, total and *permanent* loss of the ability to speak; and which in each case is caused by *injury*.

### Loss of enjoyment of life

that in the opinion of a registered medical practitioner the *insured person* is unlikely to ever be able to undertake one or more of the following activities without assistance:

- a) dressing and undressing;
- b) washing, bathing and toileting;
- c) eating and drinking;
- d) general household duties; or
- e) shopping.

### Medical and additional expenses

1. all reasonable costs necessarily incurred outside your *country of usual residence* for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a *doctor* and additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the *insured person's* death, *injury* or *sickness*;
2. all necessary expenses related to the evacuation of the *insured person* to the most suitable hospital or to the *insured person's* home address in their *country of usual residence*, as a direct result of their *injury* or *sickness*, including necessary expenses incurred for qualified medical staff to accompany the *insured person*, provided such evacuation is recommended by a *doctor*;
3. reasonable *travel and accommodation expenses* of up to 2 *close relatives* or *travelling companions* of the *insured person* who, as a result of the *insured person's* *injury* and *sickness*, are required to travel to or remain with the *insured person* on written medical advice;
4. all expenses incurred in repatriating the *insured person* to the most suitable hospital or to the *insured person's* home address in their *country of usual residence* or elsewhere provided that such repatriation is as a direct result of their death, *injury* or *sickness* and is necessary on medical advice and is organised by Allianz Partners in accordance with Section Five of this policy;



5. reasonable funeral expenses incurred outside of *your country of usual residence* for the burial or cremation of the *insured person* or costs (excluding funeral and interment costs) incurred in transporting the *insured person's* body or ashes and personal effects back to a place nominated by the legal representative of the *insured person's* estate, as a direct result of the *insured person's* death;
6. ongoing medical expenses incurred after the *insured person's* return to New Zealand for a period of up to 24 months as a direct result of their *injury* or *sickness*. In respect of any *insured persons* who are domiciled outside New Zealand, ongoing medical expenses back in their *country of usual residence* are limited to NZ\$50,000 or the expenses incurred within 24 months from the date of *injury* or *sickness*, whichever is the lesser amount;
7. reasonable costs incurred outside *your country of usual residence* for emergency dental treatment given by a dentist as a direct result of their *injury*, or to resolve the acute, spontaneous and unexpected onset of pain.

### Mental illness

means any illness, condition or disorder listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, except for alcohol or substance abuse disorders.

### Money/travel documents

coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol and other coupons and other similar documents in the possession or control of the *insured person*.

### Non-scheduled aircraft

travel in an aircraft which does not follow regular flight paths and does not publish a flight schedule.

### Occurrence

an *event* including continuous or repeated exposure to conditions which results in *personal injury* or *property damage* neither expected nor intended from the standpoint of the *insured person*. All occurrences of a series consequent on or attributable to one source or original cause will be deemed one occurrence.

### Other fracture

any fracture of a bone other than a *complete fracture* or a *simple fracture*.

### Our/Us/We

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

### Paraplegia

The *permanent loss* of use of both legs and the *permanent loss* of use of the whole of or part of the lower half of the body.

### Partial disablement

the inability of the *insured person* to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a *doctor*.

### Partner

the *insured person's* husband or wife, including de facto or life partner, with whom the *insured person* has continuously lived with for at least 12 months.

### Period of insurance

the period shown as such on the current *schedule*, effective from 4:00pm, or if *you* have purchased the frequent flyer option the period of insurance begins at the commencement of the *journey* and ends no more than 90 days later.

### Permanent

having lasted 12 consecutive months and at the expiry of that period, being beyond hope of improvement.

### Personal injury

1. bodily *injury* (including death, illness and care resulting from the *injury*), disability, shock, fright, mental anguish or mental *injury*;
2. false arrest, *detention*, false imprisonment, malicious prosecution or humiliation;
3. the publication or utterance of libel, slander or other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
  - a) when the first such publication or utterance was made prior to the commencement of the *journey*;
  - b) when any such publication or utterance was made in the course of or is related to advertising, broadcasting or telecasting activities conducted by or on behalf of the *insured person*.
4. wrongful entry or eviction or other invasion of the right of private occupancy;
5. assault and battery not committed by or at the direction of the *insured person* unless committed for the purpose of preventing or eliminating danger to persons or property.

### Personal motor vehicle

means a vehicle which is privately owned by an individual and comprehensively insured for unnamed drivers.

### Pre-existing 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; or
2. any medical condition for which *you*, or the person due to whom *you* are claiming have had or received a medical examination, consultation, treatment, investigation and/or medication in the 12 months prior to the date *your* policy is issued.

### Professional sport

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

### Property damage

- a) physical damage to or destruction or loss of tangible property including resultant loss of use; or
- b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an *occurrence*.

### Quadriplegia

the *permanent loss* of use of both arms and both legs.

### Rental vehicle

a rented sedan, station wagon or other non-commercial vehicle rented or hired from a licensed motor vehicle rental/ hire company.

### Resumption of assignment expenses

all reasonable and necessary expenses incurred in returning the *insured person* to re-commence an assignment within 90 days of returning to New Zealand or their *country of usual residence* as a result of the claim being admitted under Curtailment Expenses in Section Six. Expenses will be limited to a business class air flight (or economy if that was the class of ticket used by the *insured person* on the original *journey*) and other essential expenses incurred in such transportation of the *insured person*.

### Schedule

the covers applicable specifically to this insurance and their limits, including special terms imposed, extensions and excesses that are not specified in this document.

### Serious injury or serious sickness

*injury* or *sickness* that causes *total disablement* as certified by the attending *doctor* and for which the person on whom the claim depends on has not:

- a) received regular medical treatment or medication in the 30 days immediately prior to commencement date of the *journey*; or
- b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 months immediately prior to the commencement date of the *journey*; or
- c) been diagnosed with a terminal condition prior to the booking date of the *journey*.

### Sickness

any illness, *mental illness* or disease first occurring during a *journey*.

### Simple fracture

a fracture of a bone being a basic and uncomplicated break in the bone which in the opinion of a *doctor* requires minimal and uncomplicated treatment.

### Special event

a conference or other business engagement, sporting event, wedding or any other event that the *insured person* had planned to attend and which cannot reasonably be delayed.

### Temporary partial disablement

the temporary inability of the *insured person* to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a *doctor*.

### Temporary total disablement

the temporary inability of the *insured person* to engage in their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a *doctor*.

### Terrorism

Means, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, ethnic, ideological, political, religious, or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism also includes any act that is verified or recognised by the local government as an Act of Terrorism.

### Total disablement

the inability to engage in or attend to any occupation or business.

### Travel and accommodation expenses

any amount that *you* or the *insured person* have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which neither *you* nor the *insured person* are able to use as a result of any *unforeseen circumstance*.

### Travelling companion

a person with whom the *insured person* has made arrangements to travel with for at least 75% of their *journey* prior to the commencement of the *journey*.

### Unforeseen circumstance

1. the *insured person's* unexpected death; or
2. the *insured person* sustaining an *injury* or *sickness* which results in the *insured person* being certified by a *doctor* as unfit to commence the *journey*; or
3. a *close relative* living in the *insured person's country of usual residence, travelling companion* or business associate of the *insured person* dies unexpectedly, suffers a *serious injury* or *serious sickness* and a *doctor* certifies that the presence of the *insured person* is necessary for the health of that *close relative, travelling companion* or business associate; or
4. the *insured person's* residence or business suffers major loss or damage; or
5. any other unforeseen circumstance outside the control of *you* or the *insured person*.

### You/your

the *insured* named in the *schedule*.

# GENERAL EXCLUSIONS

These are the general exclusions which apply to this policy. In addition, there are specific exclusions set out in the different sections of this policy.

There is no cover under this policy for any claim, loss, death or disablement resulting from or directly or indirectly caused by or arising in connection with:

## 1. Asbestos

asbestos, asbestos fibres, any derivatives of asbestos or any material containing asbestos or any exposure to the existence of asbestos;

## 2. Epidemic

an actual or likely epidemic or pandemic, or the threat of an epidemic or pandemic except:

- a) under Section 4 (Medical and Additional Expenses) and Section 5 (Emergency Assistance), provided the *insured person* did not commence their *journey* against the New Zealand government's advice or against local government advice at their overseas destination; and
- b) as described under Section 6.6 (Epidemics and Pandemics).

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

## 3. Unlawful act

any intentional self-injury or attempt at self-injury, suicide or attempt at suicide or any unlawful act committed by *you* or an *insured person*;

## 4. Piloting

flying in an aircraft or aerial device other than as a passenger, in an aircraft licensed to carry passengers flown by a pilot who is licensed to carry passengers;

## 5. Pregnancy

pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom;

## 6. Professional sports/racing

*professional sports* or racing of any kind;

## 7. Radioactivity

the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;

## 8. War

war, invasion, acts of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege or attempted overthrow of government;

## 9. Motorcycling

riding a moped or motorcycle (whether as driver or passenger) in any of the following circumstances:

- i. without a helmet; or
- ii. without a valid driver's licence as required in the country *you* are in;

## 10. Biological and Chemical Material

*your* claim arising from biological and or chemical material(s), substance(s), compound(s) or the like used directly or indirectly for the purpose to harm or to destroy human life and or create public fear;

## 11. High and Extreme Risk Warnings

a high or extreme risk travel warning issued by the New Zealand Government on the New Zealand Ministry of Foreign Affairs and Trade (MFAT) website at [www.safetravel.co.nz](http://www.safetravel.co.nz), if the warning was issued prior to the booking of *your* travel arrangements, unless *you* have received prior approval by Allianz Partners in writing;

## 12. Sanctions

any payment, service or benefit to any person or party where providing such cover, payment, service or benefit would contravene or violate any applicable trade or economic sanction or any law or regulation.



## 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)  
P O Box 474  
Wellington

This policy is issued to you conditional upon you authorising 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 the applicable privacy legislation.

## Dispute Resolution Process

If you have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or its representatives, please call Allianz Partners on [0800 778 109](tel:0800778109) or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33-313, Takapuna, Auckland 0740, New Zealand or email your complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz).

We will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedure. To obtain a copy of this please contact us.

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

If your complaint or dispute is not satisfactorily resolved, we will provide you with information on our External Dispute Resolution provider.

## 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 778 109](tel:0800778109).

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 778 109](tel:0800778109). 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.



### Contact Details

Email: [corporate@allianz-assistance.co.nz](mailto:corporate@allianz-assistance.co.nz)

Phone: 0800 778 109

[www.allianzpartners.co.nz](http://www.allianzpartners.co.nz)

### AWP Services New Zealand Limited

trading as Allianz Partners,

Level 3, 1 Byron Ave, Takapuna, Auckland 0622

1 November 2020

### The Hollard Insurance Company Pty Ltd - Financial Strength Rating and Overseas Policyholder Preference Disclosure Notice.

The Hollard Insurance Company Pty Ltd has a financial strength rating of A- (Excellent) issued by A.M.Best Company Inc.

The rating scale\* in summary form is:

A++, A+	(Superior)
A, A-	(Excellent)
B++, B+	(Good)
B, B-	(Fair)
C++, C+	(Marginal)
C, C-	(Weak)
D	(Poor)
E	(Under Regulatory Supervision)
F	(In Liquidation)
S	(Suspended)

Plus (+) or minus (-): Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories.

Further information on these ratings is available here.

[www.ambest.com/home/ratings.aspx](http://www.ambest.com/home/ratings.aspx)

An overseas policyholder preference applies. Under Australian law, if The Hollard Insurance Company Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on The Hollard Insurance Company Pty Ltd's Australian assets to satisfy New Zealand liabilities.