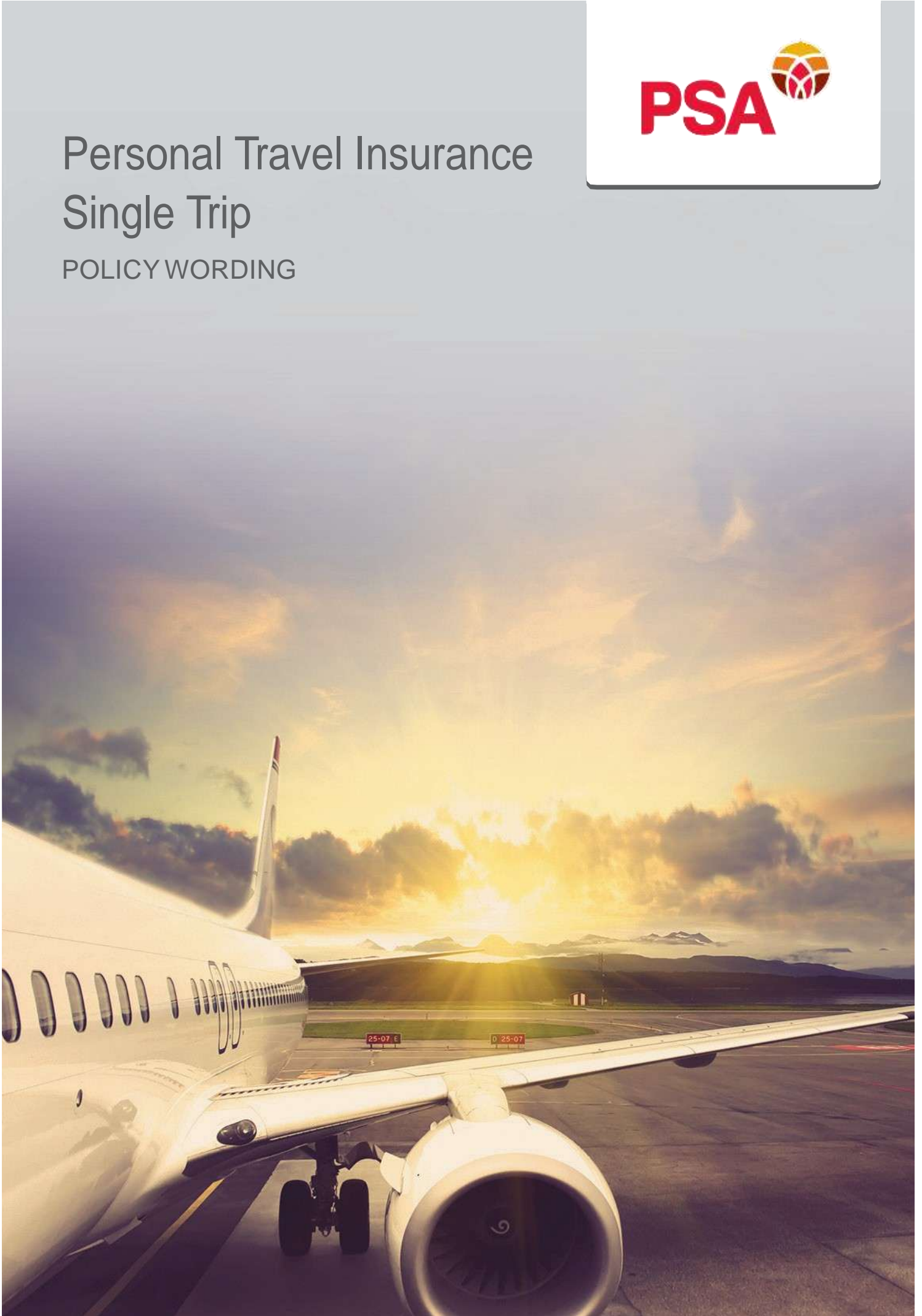




# Personal Travel Insurance Single Trip

POLICY WORDING



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## GENERAL ADVICE

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

## PREPARATION DATE

This Policy Wording was prepared on 27 June 2016.

## IMPORTANT INFORMATION ABOUT THIS POLICY WORDING

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

This Policy Wording is comprised of two contracts. The first contract provides cover for Loss of Deposits and Cancellation Charges under Benefit Section 3 on page 12. The second contract provides indemnity for the balance of cover under this Policy Wording. For the purpose of this Policy Wording, and all accompanying materials, the two contracts will be referred to and considered as one Policy document. All other provisions apart from the coverage Sections apply to both contracts.

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

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

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

You can contact Us on 0800 422 346 or write to Us at Chubb Insurance New Zealand Limited PO Box 734 Auckland.

## ABOUT THE INSURER

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

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

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

Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers. It leverages global expertise and local acumen to tailor solutions to mitigate risks for clients ranging from large multinational companies to local corporates.

More information can be found at [www.chubb.com/nz](http://www.chubb.com/nz).

## DUTY OF DISCLOSURE

### Your Duty of Disclosure

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

### What You must tell Us

You have a general duty to:

- tell Us any facts or circumstances that may affect Our decision to insure You or an Insured Person and on what terms (regardless of whether or not a specific question is asked about it); and
- ensure that You have provided complete, accurate and relevant information to Us.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by Us.

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

### If You do not tell Us

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

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

### Who needs to tell Us

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

## THE MEANING OF CERTAIN WORDS

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions, as set out on pages 26-27 of this Policy Wording. Please refer to the definitions for their meaning.

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

## SELECTING YOUR COVER

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

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

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

Coverage options

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

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

## Who can be covered

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

Dependent Children and up to two (2) Unrelated Children are covered for free when the Insured purchases this Policy. There is no maximum number of Dependent Children that can be covered in this Policy, but all Dependent Children and Unrelated Children to be covered under the Policy must be named on Your Certificate of Insurance.

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

### Choose Your Policy excess

All claims are subject to an excess amount payable by You in respect of each Event where you make a successful claim.

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

You select Your Policy excess when You purchase Your Policy. A higher excess option will reduce Your premium. The excess You select will be shown on Your Certificate of Insurance.

Excess Options
\$0
\$100
\$250

## SUMMARY OF BENEFITS

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

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

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

The amounts shown in the Summary of Benefits Table are the maximum amount payable for each benefit per Insured Person (except if the Insured Person is a Dependent Child or an Unrelated Child). For policies that include Dependent Children and/or Unrelated Children the limits are not increased. Claims relating to Dependent Children and/or Unrelated Children are payable as part of an adult Insured Person's maximum benefit amount. The maximum amount We will pay under a Joint Cover policy is twice the amount of the limits shown in the Summary of Benefits Table.

## Summary of Benefits Table

Summary of Benefits	Essentials	Premium	Elite
1) Overseas Medical and Dental Expenses	Unlimited	Unlimited	Unlimited
Continuation of Medical Treatment after returning to New Zealand (sub limit) (please refer to Section 1)	-	\$2,000	\$2,000
2) Additional Expenses	Unlimited	Unlimited	Unlimited
2.1 Resumption of Journey (sub limit)	\$5,000	\$5,000	\$5,000
2.2 Special Events (sub limit)	\$5,000	\$5,000	\$5,000
2.4 If You Die (sub limit) (please refer to Section 2)	\$10,000	\$10,000	\$10,000
3) Loss of Deposits and Cancellation Charges	\$10,000	\$15,000	Unlimited
Travel Agent's Cancellation Fee (sub limit) (please refer to Section 3)	Lesser of \$750 or 15% of the refundable amount	Lesser of \$750 or 15% of the refundable amount	Lesser of \$750 or 15% of the refundable amount
4) Luggage and Travel Documents			
4.1 Loss, Theft or Damage	\$5,000	\$10,000	\$20,000
a) Item Limit (sub limit per item)	\$500	\$1,000	\$1,500
b) Camera, Video & Electronic Equipment (sub limit per item)	\$3,500	\$3,500	\$3,500
c) Jewellery, Watches, Camera, Video and Electronic Equipment placed in the care of a Transport Provider (sub limit per item)	\$1,000	\$1,000	\$1,000
The item limit and sub limit shown in a) and b) do not apply to items that You have specified under Optional Extra Cover for Valuable specified Items as shown on Your Certificate of Insurance			
4.1.1 Optional Extra Cover for Valuable (Specified) Items			
Item limit (as specified on the Certificate of Insurance)	\$10,000	\$10,000	\$10,000
Combined maximum limit of Valuable Specified Items	\$20,000	\$20,000	\$20,000
4.2 Delayed Luggage Allowance			
a) More than 24 hours (sub limit)	\$250	\$500	\$750
b) More than 72 hours (sub limit) (please refer to Section 4)	\$750	\$1,000	\$1,500
5) Replacement of Money (please refer to Section 5)	-	\$500	\$500
6) Rental Vehicle Excess (please refer to Section 6)	-	\$3,000	\$5,000

Summary of Benefits	Essentials	Premium	Elite
7) Travel Delay Accommodation (please refer to Section 7)	\$250	\$500	\$1,500
8) Flight Delay			
a) More than 4 hours	-	\$100	\$150
b) More than 12 hours (please refer to Section 8)	-	\$200	\$300
9) Cash in Hospital			
a) Daily amount	\$100	\$100	\$150
b) Maximum amount (please refer to Section 9)	\$5,000	\$10,000	\$15,000
10) Public Transport Hijacking & Kidnapping			
(a) Daily amount	\$1,000	\$1,000	\$1,000
(b) Maximum amount (please refer to Section 10)	\$15,000	\$15,000	\$15,000
11) Personal Liability (please refer to Section 11)	\$2,000,000	\$3,000,000	\$5,000,000
12) Accidental Loss of Life & Permanent Loss	\$20,000	\$25,000	\$50,000
Maximum amount for Dependent Children/ Unrelated Children:			
(a) Accidental Loss of Life	\$1,000	\$1,000	\$1,000
(b) Permanent Loss (please refer to Section 12)	\$10,000	\$10,000	\$10,000
13) Credit Card Balance (please refer to Section 13)	-	-	\$2,500
14) Legal Expenses (please refer to Section 14)	-	-	\$5,000
15) Loss of Income			
(a) Maximum weekly amount	-	\$400	\$400
(b) Maximum amount (please refer to Section 15)	-	\$10,400	\$10,400
16) Domestic Pets			
(a) Daily limit	-	\$25	\$25
(b) Maximum amount (please refer to Section 16)	-	\$500	\$500
17) Home Help (please refer to Section 17)	-	\$500	\$500

#### Period of Cover

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

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

#### Free Extension of Period of Insurance

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



Chubb Assistance is a twenty-four (24) hour emergency service available to you. In the Event of a medical or similar emergency simply phone +64 9 374 1774 and get immediate help from their professional team in locating and receiving medical assistance in Your local area. This service also extends to provide non-medical assistance.

Where Your claim is excluded or falls outside the Policy coverage, Chubb Assistance will still be able to provide you with non-financial assistance if required.

64 9 374 1774

(Country) (City) (Number)

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

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

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

## BENEFITS

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

Cover is only provided for each applicable benefit:

- o where the relevant covered Event occurs in a location covered by the applicable geographical region and plan (See Your Certificate Of Insurance and the Coverage options table above for details);
- o if the relevant covered Event occurs during the Period of Insurance whilst You are on a Journey, other than for Loss of Deposits and Cancellation Charges;
- o up to the maximum limits specified in the Summary of Benefits Tables above;
- o subject to the applicable excess You selected, as shown on Your Certificate of Insurance; and

subject to the terms, conditions and exclusions of the Policy.

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

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

## SECTION 1 - OVERSEAS MEDICAL AND DENTAL EXPENSES

We will pay under Section 1:

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

If You are admitted to hospital or You anticipate costs covered under this Section 1 are likely to exceed \$2,000, You must advise Chubb Assistance as soon as practically possible.

If You have incurred medical expenses overseas that are payable by Us and for which You still require a

continuation of medical treatment after returning to New Zealand (as prescribed by a Doctor within one (1) week of Your return to New Zealand), We will reimburse You for the medical expenses incurred in New Zealand, for a maximum of twelve (12) months from the date of the Event, up to the limit specified in the Summary of Benefits Table and subject to the terms and conditions of this Policy.

We will not pay under Section 1:

1. for medical treatment, dental treatment or ambulance transportation which is provided in New Zealand, unless relating to continuation of a medical treatment claim in New Zealand;
2. for dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue or involving the use of precious metals;
3. for the continuation of treatment (including medication) commenced prior to Your Journey;
4. any expenses incurred for prostheses, contact lenses, spectacles, hearing aids, dentures or medical equipment unless prescribed by a Doctor for the treatment of the Accidental Injury or Sickness or Disease suffered on the Journey;
5. any expenses relating to specialist treatment not referred by a Doctor;
6. any expenses incurred in relation to treatment by a person who is not a Doctor.

See also terms and conditions applicable to Sections 1 and 2 only below and General Exclusions on page 21 and General Conditions on page 22.

## SECTION 2 - ADDITIONAL EXPENSES

We will pay under Section 2:

### 2.1 Resumption of Journey

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

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

Terms and conditions applicable to Resumption of Journey only:

We will pay under Section 2.1 provided:

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

## 2.2 Special Events

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

## 2.3 If You Become Ill

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

- a) reasonable additional hotel accommodation and transport expenses incurred by Your Travelling Companion who remains with or escorts You, until the completion of the Period of Insurance, or You are able to resume Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by

reason of the Accidental Injury, Sickness or Disease, and acceptance by Chubb Assistance of Your inability to continue Your Journey; or

- b) reasonable additional hotel accommodation and transport expenses incurred by one of Your Relatives who travels to and remains with You, following Your being hospitalised as an in-patient, until the completion of the Period of Insurance, or You are able to continue Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury, Sickness or Disease and acceptance by Chubb Assistance of Your inability to continue Your Journey;
- c) reasonable additional hotel accommodation and transport expenses incurred by You and at the same class/level as originally booked, if You are unable to complete the Journey on the written advice of a Doctor solely by reason of the Accidental Injury, Sickness or Disease and acceptance by Chubb Assistance of Your inability to continue Your Journey. An upgrade of class/level can be offered if it is deemed necessary by the Doctor and Chubb Assistance approved the upgrade;
- d) reasonable expenses incurred in returning a hired motor vehicle to the nearest depot provided that, on the written advice of a Doctor, You are unfit to drive it solely by reason of the Accidental Injury, Sickness or Disease, and acceptance by Chubb Assistance of Your inability to drive.

## 2.4 If You Die

If You die during the Period of Insurance and while on a Journey, We will pay or reimburse reasonable funeral or cremation expenses or the cost of returning Your remains to Your Home up to the maximum amount specified in the Summary of Benefits Table.

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

If, during the Period of Insurance, Your Home or Business Premises is destroyed by a natural disaster, We will pay or reimburse You for the additional cost of Your early return to Your Home up to the maximum amount specified in the Summary of Benefits Table.

## 2.6 Other Circumstances

We will pay or reimburse up to the maximum amount specified in the Summary of Benefits Table, any reasonable and necessary additional hotel accommodation and transport

expenses You incur during the Period of Insurance and while on a Journey that result from:

- (a) disruption of Your scheduled transport because of riot, strike, civil commotion or hijack if there had been no warning prior to the purchase of the Policy that any such event was likely to occur;
- (b) loss of passport or travel documents, except involving government confiscation or articles sent through the mail;
- (c) a quarantine regulation You unknowingly breach;
- (d) a natural disaster;
- (e) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling; or
- (f) Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions. We will pay or reimburse up to \$250, providing written confirmation of the delay has been obtained from the Transport Provider.

Terms and conditions applicable to Sections 1 and 2 only:

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

1. In all cases, the cost of evacuation or to repatriate You back to New Zealand from overseas will only be paid if it was arranged by and deemed necessary by Chubb Assistance.
2. If You are hospitalised overseas, We will pay for a share room. If a share room is not available, We will, at Our discretion and that of Our medical advisers, pay to upgrade You to a single room.
3. If You do not hold a return airline ticket, an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.

See also General Exclusions on page 21 and General Conditions on page 22.

### SECTION 3 - LOSS OF DEPOSITS AND CANCELLATION CHARGES

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

We will pay under Section 3:

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

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

We will not pay under Section 3:

For loss caused by or arising from:

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

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 4 - LUGGAGE AND TRAVEL DOCUMENTS

We will pay under Section 4:

### 4.1 Loss, Theft Or Damage

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

- (i) reimburse the value (after allowing for reasonable depreciation for items which are more than twenty-four (24) months old excluding jewellery and watches specified as shown on Your Certificate of Insurance which will not attract depreciation) of; or
- (ii) repair; or
- (iii) replace,

the luggage, personal effects and/or travel documents up to the maximum amount specified in the Summary of Benefits Table.

Terms and Conditions Applicable to Section 4.1 and 4.1.1

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

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

A Policy sub limit applies to camera, video & Electronic Equipment as set out in the Summary of Benefits Table.

For all jewellery, watches, camera & video equipment and Electronic Equipment placed in the care of a Transport Provider, the maximum amount We will reimburse is \$1,000 in total. The \$1,000 sub limit will not apply where the Transport Provider has specifically instructed You that such items must be placed in the hold and no prior instruction or advice regarding this requirement was available to You prior to checking in.

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

Optional extra cover is available for Your luggage and personal effects by specifying the individual items and paying an additional premium when You buy Your Policy. Cover is available for an amount equal to the original cost price of the item, or current valuation as detailed in the "Terms and Conditions Applicable to Section 4.1.1" - Optional Extra Cover for Valuable "Specified" Items, up to a maximum of \$10,000 per

item, provided the combined total for all specified items under this section 4.1.1 does not exceed \$20,000.

If this option is selected, the most We will pay is limited to the specified item value shown on Your Certificate of Insurance, subject always to the terms and conditions and sub-limits set out in Section 4.1 above.

Terms and Conditions Applicable to Section 4.1.1 – Optional Extra Cover for Valuable (Specified) Items:

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

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

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

### 4.2 Delayed Luggage Allowance

If, during the Period of Insurance, all Your luggage is delayed by a Transport Provider for more than twenty-four (24) hours, We will reimburse You for essential emergency items of clothing and toiletries You purchase up to the maximum amount specified in the Summary of Benefits Table. This limit will increase to the amount shown next to Item 4.2 (b) in the Summary of Benefits Table if You have still not received Your luggage after seventy-two (72) hours.

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

### 4.3 Travel Document Replacement

If, during the Period of Insurance, Your travel documents and/or credit cards are lost or stolen, We will reimburse You their replacement cost up to the maximum amount specified in the Summary of Benefits Table. We will also pay or reimburse for Your legal liability

arising from their illegal use up to the maximum amount specified in the Summary of Benefits Table. You must however comply with all the conditions of the issue of the travel documents and/or credit cards prior to and after their loss or theft.

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

In the Event that a claimable loss or damage to Your luggage and/or personal effects is incurred, We will allow You one (1) automatic re-instatement of that maximum amount but only in respect of loss or damage to Your luggage and/or personal effects. Note that this does not apply to Section 4.1.1 - Optional Extra Cover for Valuable Items.

We will not pay under Section 4:

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report;
2. for items left unattended in any motor vehicle unless the vehicle is locked, the items are stored out of sight and forced entry is gained;
3. for items left unattended in any motor vehicle overnight (even if stored out of sight);
4. jewellery, watches, camera and video camera equipment or Electronic Equipment left unattended in any motor vehicle at any time (even if stored out of sight);
5. for jewellery, watches, camera and video camera equipment or Electronic Equipment whilst carried in or on any Conveyance, unless they accompany You as personal cabin baggage. Cover will apply if the Transport Provider has specifically instructed You that such items must be placed in the hold and no prior instruction or advice regarding this requirement was available to You prior to checking in;
6. for items left unattended in a Public Place;
7. for sporting equipment & bicycles whilst in use;
8. for items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied;
9. for surfboards or waterborne craft of any description;
10. for damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles or to lenses in cameras, video cameras or binoculars;
11. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
12. for electrical or mechanical breakdown;

13. for negotiable instruments or any cash, bank or currency notes, postal or money orders.

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 5 - REPLACEMENT OF MONEY

We will pay under Section 5:

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

We will not pay under Section 5:

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

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 6 - RENTAL VEHICLE EXCESS

We will pay under Section 6:

If, during the Period of Insurance and while on a Journey, You become liable to pay a Rental Vehicle insurance excess as a result of a collision involving, or theft of, a Rental Vehicle whilst in Your control, We will reimburse You for the excess up to the maximum amount specified in the Summary of Benefits Table.

We will not pay under Section 6:

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

rental agreement or applicable motor vehicle insurance Policy.

See also General Exclusions on page 21 and General Conditions on page 22.

#### SECTION 7 - TRAVEL DELAY ACCOMODATION

We will pay under Section 7:

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

Terms and conditions applicable to Section 7:

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

See also General Exclusions on page 21 and General Conditions on page 22.

#### SECTION 8 - FLIGHT DELAY

We will pay under Section 8:

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

Terms and conditions applicable to Section 8:

1. You must claim from the Transport Provider first and provide Us with written confirmation from the Transport Provider of the cause and period of the delay and the amount of compensation offered by them. You must also provide Us with receipts for the restaurant meals and refreshments expenses incurred.
2. Should more than one (1) person under Your Policy claim under this benefit in relation to the same event, You can only claim a maximum of double the benefit limits specified.

See also General Exclusions on page 21 and General Conditions on page 22.

#### SECTION 9 - CASH IN HOSPITAL

We will pay under Section 9:

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

See also General Exclusions on page 21 and General Conditions on page 22.

#### SECTION 10 - PUBLIC TRANSPORT HIJACKING AND KIDNAPPING

We will pay under Section 10:

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

See also General Exclusions on page 21 and General Conditions on page 22.

#### SECTION 11 - PERSONAL LIABILITY

We will pay under Section 11:

If during the Period of Insurance and while on a Journey, bodily injury or death to any person or loss of or damage to property occurs for which You become legally liable to pay damages and such bodily injury or death or damage is caused by an accident, We will indemnify You against such damages up to the maximum amount specified in the Summary of Benefits Table.

We will also pay all legal costs and expenses which are recoverable by a claimant from You and/or incurred with Our written consent in the investigation or defence of any claim, in addition to the maximum amount specified in the Summary of Benefits Table.

## Terms and Conditions Applicable to Section 11:

No admission, offer, promise, payment or indemnity shall be made without Our written consent. Consent can be applied for by calling Chubb.

We shall be entitled to take over and conduct in Your name, the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.

We may at any time pay to You, in connection with any claim or series of claims arising from the one original cause, the maximum amount specified in the Summary of Benefits Table (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

We will not pay under Section 11:

1. for injury to any person arising in the course of their employment, contract of service or apprenticeship with You;
2. for loss of or damage to property belonging to or held in trust by or in the custody or control of You or any of Your employees;
3. for injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when You are the owner, driver or pilot thereof or have it in Your care, custody or control or where the pilot is an employee or agent of You;
4. for injury, loss or damage to property caused by or arising from:
  - (a) the nature of products sold by You;
  - (b) advice furnished by You; or
  - (c) the conduct of Your business, trade or profession;
5. for liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. for aggravated, exemplary or punitive damages or the payment of any fine or penalty;
7. for liability arising out of any willful or malicious act;
8. for liability arising out of the transmission of a sexually transmittable disease.

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 12 - ACCIDENTAL LOSS OF LIFE AND PERMANENT LOSS

We will pay under Section 12:

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

1. that solely results in Your Accidental Loss of Life, We will pay Your estate the amount shown on Your Certificate of Insurance provided Your Accidental Loss of Life occurs within twelve (12) months of the date of the Accidental Injury. The maximum amount We will pay in respect of Dependent Children/ Unrelated Children is \$1,000 each to the estate of the Dependent Child/Unrelated Child;
2. that results in Your Permanent Loss within twelve (12) months of the date of the Accidental Injury, We will pay You the amount shown on Your Certificate of Insurance. The maximum amount We will pay in respect of Dependent Children/ Unrelated Children is \$10,000 each to the estate of the Dependent Child/Unrelated Child.

Terms and conditions applicable to Section 12:

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

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 13 - CREDIT CARD BALANCE

We will pay under Section 13:

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

See also General Exclusions on page 21 and General Conditions on page 22.



## SECTION 14 - LEGAL EXPENSES

We will pay under Section 14:

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

We will not pay under Section 14:

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

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 15 - LOSS OF INCOME

We will pay under Section 15:

If, during the Period of Insurance and while on a Journey (other than the part of Your Journey occurring in New Zealand), You suffer an Accidental Injury that results in:

1. Your disability (certified by a Doctor) within thirty (30) days of the Accidental Injury; and
2. You being unable to attend Your usual work in New Zealand for a period of more than thirty (30) days after You originally planned to resume Your usual work in New Zealand; and
3. You lose all of Your regular wage/salary;

We will pay You:

- (a) Your regular weekly wage/salary (net of income tax) up to the maximum weekly amount specified in the Summary of Benefits Table;
- (b) for the period that You are unable to attend Your usual work, for up to six (6) months;

subject to the maximum amount specified in the Summary of Benefits Table.

Terms and conditions applicable to Section 15:

Payments will only commence following thirty (30) days from the date you originally planned to resume Your usual work in New Zealand or you ceased your Journey, whichever is the latter).

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 16 - DOMESTIC PETS

We will pay under Section 16:

If, during the Period of Insurance, while You are on a Journey, You suffer an Event for which we accept a claim under this Policy which delays Your return to New Zealand. We will indemnify You the additional cost of putting Your pet in a pet's boarding home, or extending current pet boarding arrangements up to the relevant benefit amount specified in the Summary of Benefits Table.

See also General Exclusions on page 21 and General Conditions on page 22.

## SECTION 17 - HOME HELP

We will pay under Section 17:

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury or Sickness or Disease, that results in You being unable to conduct Your normal household duties for more than fourteen (14) consecutive days after completing the Journey and for which we accept a valid claim under the Overseas Medical and Dental Expenses benefit. We will also pay you the relevant lump sum benefit specified in the Summary of Benefits Table.

Terms and conditions applicable to Section 17:

1. You will be required to provide a Doctor's certificate if You submit a claim.

See also General Exclusions on page 21 and General Conditions on page 22.

## PREMIUM

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

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

We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

Cover is effective from the Policy Issue Date as shown on Your Certificate of Insurance.

## PRE-EXISTING MEDICAL CONDITIONS

You will not be covered for any claim that arises directly or indirectly due to a Pre-Existing Medical Condition (see general exclusion number 12 on page 21). Pre-Existing Medical Condition means:

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

### Automatic cover for certain Pre-Existing Medical Conditions

Cover is available for certain Pre-Existing Medical Conditions listed in the Approved Pre-Existing Medical Condition Table below (subject to the terms, conditions and exclusions of the Policy) unless You are taking blood-thinning prescription medication (including but not limited to the following brands: Warfarin, Coumadin, Jantoven, Lawarin, Marevan, Waran and Warfant) which may result in a number of serious complications and side effects. We will not cover any claims that result directly or indirectly from You taking any blood-thinning prescription medication (see general exclusion number 13 in the General Exclusions applicable to all Sections (page 21)).

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

- a) has not been hospitalised (including day surgery or emergency department attendance) for the Approved Pre-Existing Medical condition at any time during the twenty-four (24) months prior to the Issue Date of Your Policy (unless a shorter period is specified in the Requirement column); and
- b) are not over the age of 75 (unless a lower age is specified in the Age Limit column in the Approved Pre-Existing Medical Condition Table below) at the Issue Date of Your Policy.

### Approved Pre-Existing Medical Condition Table

Item	Pre-Existing Medical Conditions	Requirement	Age Limit
1	Acne		
2	Asthma	You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months and have no other lung disease.	Sixty (60) years.
3	Bell's Palsy		
4	Benign Positional Vertigo		
5	Bunions		
6	Carpal Tunnel Syndrome		
7	Cataracts		
8	Coeliac Disease		
9	Congenital Blindness		
10	Congenital Deafness		

Item	Pre-Existing Medical Condition	Requirement	Age Limit
11	Diabetes Mellitus (Type I)^	<p>i) You were diagnosed over twelve (12) months ago, and</p> <p>ii) You have no eye, kidney, nerve or vascular complications, and iii) You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol).</p>	Sixty (60) years.
12	Diabetes Mellitus (Type II)^	<p>i) You were diagnosed over twelve (12) months ago, and ii) You have no eye, kidney, nerve or vascular complications, and</p> <p>ii) You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol).</p>	
13	Dry Eye Syndrome		
14	Epilepsy	There has been no change to Your medication in the past twelve (12) months.	
15	Eczema		
16	Folate Deficiency		
17	Food Intolerance		
18	Gastric Reflux		
19	Goitre		
20	Glaucoma		
21	Gout	The gout has remained stable for the six (6) months prior to the Issue Date.	
22	Graves' Disease		
23	Hay Fever		
24	Hiatus Hernia	No surgery is planned in the next twelve (12) months.	
25	Hip Replacement	It was performed more than six (6) months ago and less than five (5) years ago.	
26	Hypercholesterolaemia (Raised Cholesterol)^		
27	Hyperlipidaemia (Raised Lipids)^	You do not also suffer from a known cardiovascular disease and/or Diabetes.	
28	Hypertension (Raised Blood Pressure)^		
29	Hypothyroidism, including Hashimoto's Disease		
30	Impaired Glucose Tolerance		
31	Incontinence		
32	Insulin Resistance		

Item	Pre-Existing Medical Condition	Requirement	Age Limit
33	Iron Deficiency Anaemia		
34	Lipoma		
35	Macular Degeneration		
36	Meniere's Disease		
37	Menopause		
38	Migraine		
39	Nocturnal Cramps		
40	Osteopaenia		
41	Osteoporosis		
42	Peptic Ulcer	Your condition has remained stable for more than six (6) months.	
43	Pernicious Anaemia		
44	Plantar Fasciitis		
45	Raynaud's Disease		
46	Rhinitis		
47	Rosacea		
48	Sinusitis (chronic)		
49	Sleep Apnoea		
50	Solar Keratosis		
51	Trigeminal Neuralgia		
52	Trigger Finger		
53	Vitamin B12 Deficiency		

^ Diabetes (Type I and Type II), Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol) are risk factors for cardiovascular disease. If You have a history of cardiovascular disease, and it is a Pre-Existing Medical Condition, cover for these conditions are excluded.

## GENERAL EXCLUSIONS

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

1. costs or expenses incurred outside the Period of Insurance;
2. air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by an airline or an air charter company;
3. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power;
4. any loss or expense with respect to Cuba for US Citizens or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
5. any nuclear reaction or contamination, ionising rays or radioactivity;
6. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities;
7. any unlawful act committed by You or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim;
8. any government prohibition, regulation or intervention;
9. Section 2 Additional Expenses or Section 3 Loss of Deposits and Cancellation Charges in respect of any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel;
10. travel booked or undertaken against the advice of any Doctor or after a Terminal Illness had been diagnosed;
11. loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care;
12. any Pre-Existing Medical Condition that does not appear on the accepted list of Pre-Existing Medical Conditions Table (page 18-20);
13. You taking any blood-thinning prescription medication (including but not limited to the following brands: Warfarin, Coumadin, Jantoven, Lawarin, Marevan, Waran and Warfant);
14. any Pre-Existing Medical Condition of any other person unless the person is hospitalised or dies in New Zealand after the Issue Date and at the Issue Date You have a reasonably held view that the chance of a claim occurring was highly unlikely. The maximum amount We will pay under the Policy for claims arising from this is \$4,000;
15. pregnancy or childbirth involving You or any other person
  - a) if You are aware of the pregnancy prior to the Issue Date of the Policy and:
    - (i) where complications of this pregnancy have occurred prior to this date, or
    - (ii) where the conception was medically assisted; or
  - b) after the twenty-fourth (24th) week of pregnancy or where the problem arising is not an unexpected serious medical complication;
16. suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, the transmission of any sexually transmittable disease or virus, alcohol abuse, or drugs unless prescribed by a Doctor and taken in accordance with the Doctor's advice;
17. nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey;
18. participation by You or Your Travelling Companion in hunting, quad biking, racing (other than on foot), polo playing, hang gliding, Professional Sport, mountaineering or rock climbing using ropes or guides, bungee jumping or scuba diving unless You hold an Open Water Diving Certificate or are diving with a qualified diving instructor;
19. participation by You or Your Travelling Companion in motor cycling for any purpose, except involving the use of a hired motor cycle in which case the driver must hold a current New Zealand Motor Cycle License. In addition, where the hired motor cycle has an engine capacity of 200cc or more, cover is only provided on the basis that You and Your Travelling Companion wear a helmet at all times whilst using the hired motor cycle and a sub limit of \$250,000 applies (unless a lower sub limit is specified within the Summary of Benefit Table).
20. participation by You or Your Travelling Companion in abseiling, ballooning, parachuting, paragliding or gliding;
21. consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy;
22. any Goods and Services Tax (GST) liability or any fine, charge or penalty You are liable for because of a failure to fully disclose to Us Your input tax credit entitlement for the premium;
23. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
24. any loss, damage, liability, Event, Accidental Injury or Sickness covered under any other insurance policy (including health insurance), Government or medical scheme except for any amount not covered by such insurance policy or scheme.
25. any benefit that would breach the Insurance (Prudential Supervision) Act 2010 or any other legislation applicable to Us.

## COOLING OFF PERIOD

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

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

## CANCELLATION OF YOUR POLICY

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

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

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured. You may cancel Your Policy during the cooling off period by giving Us written notice.

## GENERAL CONDITIONS

### Commencement and Period of Your Policy

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

### Significant Tax Implications

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

### Goods and Services Tax

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

### New Zealand Law

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

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

### New Zealand Currency

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

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

## CLAIMS

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

### Procedure for making a claim

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

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

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

### Processing and payment of claims

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

If We pay an Accidental Loss of Life, Credit Card Balance or Legal Expenses benefit We will pay this amount to Your estate.

In all other cases We will pay amounts under Your Policy to You.

## FAIR INSURANCE CODE

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

## COMPLAINTS AND DISPUTES RESOLUTION

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

Chubb's complaints and dispute procedures are as follows:

### **Stage 1 - Complaint Handling Procedure**

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

Email: [Complaints.NZ@chubb.com](mailto:Complaints.NZ@chubb.com)

Phone: 0800 422 346

Fax: +64 (9) 303 1909

Post: The Complaints Officer  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

### **Stage 2 – Dispute Resolution Procedure**

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

Email: [DisputeResolution.NZ@chubb.com](mailto:DisputeResolution.NZ@chubb.com)

Phone: +64 (9) 377 1459

Fax: +64 (9) 303 1909

Post: Internal Dispute Resolution Service  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

### **Stage 3 - External Dispute Resolution**

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

Postal address: PO Box 5967, Lambton Quay, Wellington 6145

Telephone: 0800 347 257 (Call Free for consumers) or (+64 4) 472 FSCL (472 3725)

Facsimile: (+64 4) 472 3728

E-mail: [info@fscl.org.nz](mailto:info@fscl.org.nz)

Web: [www.fscl.org.nz](http://www.fscl.org.nz)

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

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



## PRIVACY STATEMENT

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

### **Personal Information Handling Practices Collection, Use and Disclosure**

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

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

### **Your Choices**

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

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

### **How to Contact Us**

If you would like to access a copy of your personal information, or to correct or update your personal information, or if you have a complaint or want more information about how Chubb is managing your personal information, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com)

## UPDATING OUR POLICY WORDING

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

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

## DEFINITIONS

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

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

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

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

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

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

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

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

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

**Dependent Children** means the unmarried dependent child or children of the Insured (including step or legally adopted child(ren)) who are up to and including twenty-one (21) years of age.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Period of Insurance** means

- (a) in respect of claims arising from Loss of Deposits and Cancellation Charges under Section 3, the period starting from the Issue Date and ending at the time You complete the Journey as shown on Your Certificate of Insurance; and
- (b) in respect of all other cover, the period starting from the Start Date and ending at the time You complete the Journey, as shown on Your Certificate of Insurance.

**Permanent Loss** means:

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

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

**Pre-Existing Medical Condition** means:

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

**Policy Wording** means this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Unrelated Children** means any unmarried child or children who are not related to the Insured and who are up to and including twenty-one (21) years of age.

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

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

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

