



Go Insurance New Zealand
Corporate Travel Policy Wording

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# Before You Buy

### | Purpose of the cover

The purpose of this Policy is to provide insurance cover against certain unforeseen or unexpected events that may occur whilst an Insured Person is travelling. The Policy does not cover all possible events and expenses. The Policy is a contract between You and Certain Underwriters at Lloyd's. Please read the Policy to ensure it meets Your needs. If You require further information, please contact Us or Your broker.

# | About Go Insurance

YourCover Pty Ltd ABN 35 169 038 466 T/as Go Insurance (Go) is an Australian Financial Services Licensee (no. 461299) authorised by the Australian Securities and Investments Commission (ASIC) to deal in and provide general advice on insurance products. This insurance is underwritten by Certain Underwriters at Lloyd's. These underwriters have authorised Go to act on their behalf to arrange, issue, vary and cancel insurance products. Go is also authorised to handle claims on the Underwriters' behalf.

# | About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks. Around 80 syndicates are underwriting insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

# | Fair Insurance Code

This Policy is not subject to the provisions of the Insurance Council of New Zealand Fair Insurance Code.

# | Significant features and Benefits

This Policy offers a range of significant Benefits. For full details of the Benefits provided by this Policy, please refer to the Policy and Your Certificate of Insurance which outlines the sums insured and which Policy sections You selected at the time of purchase. Some significant benefits of the Policy include:

- Overseas medical expenses, evacuation, repatriation and additional travel expenses cover
- Cancellation, Curtailment and Travel Disruption Benefits
- Personal Accident Benefits
- Personal Liability and Legal Expenses cover
- Search and Rescue Benefits
- Rental Vehicle Excess Waiver protection
- Compensation for loss, theft or damage to Baggage, Money and Business Property
- Hijack, Kidnap and Kidnap for Ransom cover
- Political and Natural Disaster Evacuation Benefits

### | What is not covered

In certain circumstances, the Policy will not provide any cover to You. You must read the Policy for full details, including the exclusions which apply to each section and the General Exclusions which apply to all Policy sections. For example, the Policy does not cover:

- Medical and dental treatment provided in the Insured Person's Country of Residence;
- · Deliberate exposure to needless danger;
- Legal liability arising out of the use of firearms, motor vehicles or animals; and
- Travel to Afghanistan, Belarus, Central African Republic, Chechnya, Cuba, Democratic Republic of Congo, Egypt, Iran, Iraq, Israel (West Bank, Gaza and Occupied Territories), Libya, Nigeria, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and/or Yemen.

# | Directors' and Executives' Private Travel

This Policy is designed to cover business travel. However, We will also cover Directors' and Executives' Private Travel that is declared to and accepted by Us. There is no cover at any time for Directors' and Executives' Private Travel which is not declared and noted on the Certificate of Insurance. The percentage of Directors' and Executives' Private Travel must not exceed 40% of all declared Journeys.

# | How to apply for cover

To apply for cover, You will need to complete a proposal form which You can obtain from an insurance broker or distributor who has an agency agreement with Us. The broker/distributor can then approach Us to obtain a quotation on Your behalf. In some cases and at Our discretion, We may agree to a provide a quotation and/or issue cover direct.

# | Non payment of premium

You must pay the premium within the agreed credit terms or Your Policy may not be in force. When You take out the Policy, if You do not pay the premium by the due date or Your payment is dishonoured, We may give You written notice to cancel the Policy and/or decline any claim(s) You have made. When You renew Your Policy, if You don't pay the renewal premium by the due date, the Policy will end and We may decline any claim(s) You have made.

# | Limits of cover

Our total liability for all claims is limited to the amounts specified in each section of the Policy. In the event of duplicate insurance, We may only be liable for Our proportion of the claim.

### | Limitations on the Benefits paid

There are limitations on the maximum amount We will pay for claims under the Policy during any one Period of Insurance. The Aggregate Limit of Liability noted in Your Certificate of Insurance represents the maximum amount We will pay for all claims during the Period of Insurance. If this amount is insufficient to cover all claims in full, the Benefit payable to each Insured Person will be proportionately reduced to ensure that the total payments do not exceed the Aggregate Limit of Liability. Additionally,

there are individual sub-limits for specific Benefits payable under the Policy.

### | Currency conversions

Settlement of claims for expenditure incurred overseas will be made at the official rate of conversion applicable at the date of the loss or expense. All Benefits are noted in New Zealand Dollars.

### | Age limits

This Policy does not cover any person aged 75 years or older. In some instances, We may agree to insure a person who is aged over 75 years of age. This is at Our discretion and subject to Our agreement before the Policy is issued. If You require cover for a person aged 75 years or more, please complete a Supplementary Health Questionnaire and send it to Us for consideration. We will advise You if We agree to extend cover to this person and if so, on what terms before You decide whether to purchase the Policy. Section 8 (Personal Accident) provides for reduced Benefits in respect of Insured Persons aged less than 18 years or more than 65 years. Please refer to the Policy for further details.

# | Renewal procedure

If this Policy is an annual contract, We will invite You to apply for renewal before it expires. At that time, We will ask You to provide updated travel estimates for the next twelve month period. Once You provide this information, We will determine if We can renew Your Policy. If We decide to offer renewal terms, We will provide these to You or Your intermediary in writing. Please note that Your duty to Us applies at every renewal of this Policy.

# | Duty of Disclosure

If You fail to tell Us something that would have influenced the judgment of a prudent insurer in deciding whether to insure You and on what terms, or You say something to Us which is substantially incorrect and material, We may reduce the amount of the claim payment or refuse to pay the entire claim. We may also avoid the Policy from its beginning.

A statement is substantially incorrect only if the difference between what is stated and what is actually correct would have been considered material by a prudent insurer.

A statement is material only if that statement would have influenced the judgment of a prudent insurer in fixing the premium or in determining whether it would have taken or continued the risk upon substantially the same terms.

This duty applies when You apply for insurance or alter the Policy.

# | Cooling Off Period

If You decide that You no longer want this Policy, You are entitled to a refund of the total amount paid provided Your request to cancel the Policy occurs within fourteen (14) days of issue and before any insured travel begins and no claim has been paid or is payable and no incident has occurred which could give rise to a claim under the Policy. Please see "Cancellation by You" for information about premium

refunds if You cancel the Policy outside the Cooling Off Period.

### | Policy cancellation by You

You may cancel this Policy at any time by providing written notice to Us.

If You cancel the Policy, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under the Policy, We will refund the proportion of the premium (if applicable) for the unexpired Period of Insurance, after deducting reasonable allowance for Our administration costs, taxes and/or charges that We cannot recover.

We may choose to charge an administration fee for any request You make to amend Your Policy after the Cooling Off Period has expired.

### | Policy cancellation by Us

We may cancel the Policy in any way permitted by law. For instance, We may cancel the Policy if You have

- Failed to comply with Your duty of disclosure;
- Made a misrepresentation to Us before the Policy was entered into;
- Failed to comply with a Policy provision including failure to pay the applicable premium;
- Made a fraudulent claim under this Policy or any other current policy; or
- Failed to notify Us of a specific act or omission as required by this Policy.

If We cancel the Policy, We will give You written notice. If the Policy is cancelled, We will deduct from the premium, an amount to cover the shortened period for which You were insured by Us and refund the balance to You provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under the Policy.

When the Policy is cancelled, We will refund the proportion of the premium (if applicable) for the unexpired Period of Insurance, after deducting reasonable allowance for Our administration costs, taxes and/or charges that We cannot recover.

### I How to make a claim

If You wish to make a claim, there are some important things You must do. For full details of how to make a claim, please refer to the Claims Procedure section of the Policy.

# | Taxation

Depending on Your entitlement to claim input deductions under the Policy, We may reduce the amount paid in the event of a claim by the amount of any input deduction. In the event of any payment to an Insured Person under section 8B, it is the Insured Person's responsibility to declare this payment when completing their tax return. If necessary, You or the Insured Person should seek appropriate taxation advice.

# Policy Wording

# **Definitions: Words That Have Special Meaning**

Some words in this Policy have special meanings. Where this is the case, the word(s) will commence with a capital letter. In such cases, the word(s) relate to the following definitions.

Throughout this Policy, words in the singular include the plural and vice versa. The male gender includes the female and neuter.

The following definitions apply to all sections of the Policy and all clauses, extensions and endorsements unless otherwise stated.

### | Accident/Accidental

A sudden, unexpected, unusual, specific, violent external event which occurs at a single identifiable time and place during the Period of Insurance.

# | Accompanying

Travelling with or travelling separately from but with the intention of meeting or continuing to travel with an Insured Person who is on a Journey.

## Act of Terrorism

An act, 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 governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any member of the public in fear.

# | Adverse Weather Conditions

Weather of such severity that the police or other relevant authority warn by means of public communication facilities (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route on which the Insured Person is scheduled to travel or any reasonable alternative route.

# | Aggregate Limit of Liability

The maximum amount of all Benefits payable under this Policy (excluding Personal Liability). If the aggregate amount of all Benefits payable under this Policy exceeds the Aggregate Limit of Liability, the Benefit payable for each Insured Person shall be proportionately reduced until the total of all Benefits does not exceed the Aggregate Limit of Liability.

### | Benefit(s)

Any benefit to which an Insured Person is entitled under the terms of this Policy.

### | Benefit Period

The maximum period from the date of Temporary Total Disablement or Temporary Partial Disablement for which compensation is payable. This period starts at the end of the Excess Period.

### | Business Property

General office supplies, business documentation, stationery, manuscripts and plans belonging to You or the Insured Person and which are used for business purposes.

### | Bodily Injury

Identifiable physical injury which:

- (a) is sustained by the Insured Person, and
- (b) is caused by an Accident that occurs during the Period of Insurance (for claims against section 1) or the Journey, and
- (c) solely and independently of any other cause, except Illness directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within 12 months from the date of the Accident (for claims against section 8).

### | Car Club Company

A company or agency which is fully licensed with the regulatory authority of the country, state or local authority in which the company or agency provides the registered paying members use of all Rental Vehicles within the Car Club Company fleet.

# | Certificate of Insurance

Certificate of insurance attaching to and forming part of the Policy or any subsequently substituted certificate of insurance. The certificate of insurance is part of the contract of insurance and sets out Your details, the Policy sections that apply, the Period of Insurance and any amendments to the Policy.

### | Close Relative

The Insured Person's mother, father, legal guardian, sister, brother, husband, wife, fiancé(e), common law cohabitating domestic partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

# | Computer Systems

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured Person or any other party.

### | Consequential Loss

Any other loss, damage or additional expense following on from an event for which You are claiming.

### Consultant

A person or company appointed by Us that specialises in the negotiations of Kidnap and Kidnap for Ransom release.

### | Coronavirus COVID-19

Any contagious or infectious disease or illness or any illness or disease directly or indirectly resulting from any of the following:

- a) Coronavirus disease (Coronavirus COVID-19);
- b) Any mutation or variation of Coronavirus COVID-19;
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variations of SARS-CoV-2;
- e) Any fear or threat of a), b), c), or d) above.

# | Country of Residence

New Zealand. The Insured Person will be repatriated to New Zealand if medically necessary during the Journey.

### I Cvber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

### | Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

## | Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

# | Dependent Child

Any of the following:

 An unmarried child of the Insured Person or the Insured Person's spouse who lives with the Insured Person and is under the age of 19 years and primarily dependant on the Insured Person for financial maintenance and support.

- An unmarried child of the Insured Person or the Insured Person's spouse who lives with the Insured Person and is aged between 19 and 25 years if they are in full time education and primarily dependant on the Insured Person for financial maintenance and support.
- An unmarried child of any age who is physically or mentally incapable of self-support and is travelling with the Insured Person during the Journey.

### Director

An appointed or elected member of the board of directors of a company.

# | Directors' and Executives' Private Travel

Non-business travel undertaken by the Policyholder's Directors (executive and non-executive), chief executive officer, chief financial officer, chief operating officer, company secretary, general manager and their Accompanying Partner and/or Dependent Child(ren) that:

- a) involves air travel or requires an overnight stay; and
- b) is declared to and accepted by Us at the time of Policy inception or otherwise endorsed onto the Policy during the Period of Insurance.

# | Electronic Equipment

Electronic items such as personal or business computer, laptop, computer tablet, mobile telephone, GPS device, personal music device, digital camera, video camera and any other item We deem to be electronic for which the Insured Person is legally responsible and is taken on or acquired during the Journey. The maximum benefit for each item of electronic equipment includes its accessories and associated equipment such as but not limited to chargers, batteries, memory sticks, media cards, lenses, and filters.

### | Employee

Any person in the Policyholder's service including Directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons engaged to undertake work on the Policyholder's behalf.

### | Epidemic

Fast spreading contagious or infectious disease or illness in an area as documented by a recognised public health authority.

# Excess

Your financial contribution towards any valid claim. The Excess is that amount of the claim which You must bear and will be applied per Insured Person for each incident that results in a valid claim.

### **LExcess Period**

The period prior to the commencement of the Benefit Period for which no Benefit is payable.

### | Express Kidnapping

The unlawful seizure, abduction and detention by force or fraud of the Insured Person against their will by an individual or group for the purpose of obtaining cash directly from the Insured Person by way of fraudulent or coercive use of a financial card.

### **I** Fraud

An intentional deception made for personal gain or to damage the Policyholder or the Insured Person.

# | Hijack

The unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the Insured Person is travelling as a passenger.

### Illness

Any disease, sickness, malady or infection which is unexpectedly contracted during the Period of Insurance and/or first manifests itself after the Insured Person departs on the Journey and which requires treatment by a Medical Practitioner. In respect of claims against section 1, such treatment must result in the Medical Practitioner certifying that the condition prevents commencement or continuation of the Insured Person's Journey.

## | Incidental Private Travel

Non-business travel which is taken either side of or during a Policyholder authorised business Journey.

### Insured Person

Any person shown or described in the Certificate of Insurance as being an Insured Person. For each Insured Person, cover applies until the end of the Period of Insurance or the date upon which the Insured Person ceases their employment or association with the Policyholder, whichever is the sooner.

### | Journey

The time during the Period of Insurance which commences when the Insured Person leaves their home or workplace (whichever occurs last) and until the earlier of the following:

- a) the Insured Person returns to their home or workplace;
   or
- the Insured Person arrives at a hospital or residential care facility in their Country of Residence if We repatriate them.

Commuting between the Insured Person's home and workplace is not considered a Journey.

# | Kidnap

The unlawful seizure, abduction and detention by force or fraud of the Insured Person against their will by an individual or group.

# | Kidnap for Ransom

The unlawful seizure, abduction and detention by force or fraud of the Insured Person against their will by an

individual or group for the purpose of obtaining a form of payment for their release.

### | Left Behind

Not taken by the Insured Person when vacating or leaving any accommodation facility (including but not limited to a hotel, motel, hostel, B&B or peer-to-peer private rental such as Airbnb, ship or train cabin), restaurant, café, bar, Rental Vehicle or any other Public Place including Public Transport.

### | Limb, Limbs

The entire arm (between the shoulder and the wrist) or the entire leg (between the hip and the ankle).

### | Medical Practitioner

A registered practising member of the medical profession recognised by the law of the country in which they are practising and who is not related to the Policyholder, the Insured Person or any person with whom the Insured Person is travelling.

### | Minimum Connecting Time

The time needed to transit from one flight to another, with the following requirements:

For flights booked on the same ticket:
All minimum connecting times specified by the airline(s).

For flights booked on separate tickets: Domestic to Domestic = 2 hours Domestic to International = 4 hours International to International = 4 hours

### | Money

Bank notes, coins, postal and money orders, travellers cheques, bank cheques, prepaid travel money cards, credit and debit cards and any other negotiable instrument.

## | Moped / Scooter

Any two-wheeled or three-wheeled motor vehicle with an engine capacity no greater than 100cc or if electric powered, it has a maximum speed or is speed limited to 25 kilometres an hour or less.

## | Motorcycle

Any two-wheeled or three-wheeled motor vehicle with an engine capacity no greater than 250cc or if electric powered, it has a maximum speed or is speed limited to 25 kilometres an hour or less.

# | Natural Disaster

An event or force of nature that has catastrophic consequences such as earthquake, flood, tsunami, volcanic eruption, bushfire or cyclone but not an Epidemic or Pandemic.

# Our, Us, We, Underwriters

Certain Underwriters at Lloyd's and their nominated representatives.

### | Pandemic

An Epidemic that has spread across a large region such as multiple countries and is expected to affect many people.

### | Partner

The Insured Person's spouse, civil partner or the person with whom they are co-habiting as a couple.

### | Period of Insurance

The period beginning at the effective time and date and ending at the expiry time and date as shown in the Certificate of Insurance and any other period for which We have accepted Your premium.

Where the Insured Person's Journey extends past the expiry of the Period of Insurance, cover will remain in force until they return to their home or workplace (whichever occurs first).

If a Journey is declared but does not commence in the Period of Insurance, cover ceases at the expiry time and date as shown in the Certificate of Insurance.

### l Permanent Partial Disablement

Disablement which forever prevents the Insured Person from attending to more than 50% of the duties of his business or occupation whilst he is under the regular care of and acting in accordance with the instructions and advice of a Medical Practitioner.

### | Permanent Total Disablement

Disablement which continues for more than 12 consecutive months and at that time is certified by a Medical Practitioner to be beyond hope of improvement and entirely prevents the Insured Person from engaging in any business, profession, occupation or employment for which he is qualified by training, education or experience.

### | Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the expiry of that period is medically certified as beyond hope of improvement.

# | Permanent Total Loss of Sight

Permanent total and irrecoverable loss of sight which lasts 12 consecutive months and at the expiry of that period is medically certified as beyond hope of improvement.

### | Personal Baggage

Items of luggage and their contents belonging to the Insured Person or for which they are legally responsible and taken on or acquired during the Journey.

# Policy

The Policy consists of:

- a. This document (Policy wording including the Schedule of Benefits);
- b. Your Certificate of Insurance; and
- c. Any written endorsements We issue to You.

# Policyholder

The named company or organisation listed as the Policyholder in the Certificate of Insurance with which We enter into the Policy. It is the contracting Insured.

### | Pollution

Pollution or contamination by naturally occurring or manmade substances, forces, organisms or any combination of them whether permanent or transitory.

### | Pre-Booked

Either booked by the Policyholder or by the Insured Person prior to commencement of the Journey and for which payment has been or will be made.

### | Pre-existing Medical Condition

Pre-existing Medical Condition is defined to mean:

Any physical and/or mental defect, illness, disease, condition or injury

- that is currently being or has been investigated or treated by a Medical Practitioner or other health professional in the 2 years prior to the Insured Person's Journey; and/or
- of which the Insured Person is aware or the symptoms of which the Insured Person is aware at the time this Policy is issued; and/or
- for which the Insured Person takes prescribed medication at the time this Policy is issued; and/or
- d. of an ongoing or recurring nature or complication attributable to the condition.

### | Professional Sport

Any sport or leisure activity for which the Insured Person receives compensation including fees, allowances, sponsorships or other monetary rewards as a result of their participation, which collectively constitute more than fifteen percent (15%) of their total annual income from all sources.

# | Public Place

Any place to which the public has access except a place where only the Insured Person or accommodation providers have access. Such places include but are not limited to buses, trams, trains, planes, taxis, peer-to-peer service transport vehicles (e.g. Uber), rental cars, airports, railway stations, bus terminals, wharves shops, streets, galleries, museums, markets, accommodation foyers and common areas, beaches, carparks, restaurants and public toilets.

### | Public Transport

Any aircraft, ship, train, coach or similar mode of transport operated under licence for the purpose of carrying passengers for which a fee is payable and on which the Insured Person is booked to travel.

### | Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

### | Ransom Monies

Cash, bullion, securities, property or services.

# | Reasonable (for the purpose of Sections 1, 2, 3, 4, 5, 6, 7, 12, 15 and 28)

For medical/dental treatment - a comparable level of care which would be expected in New Zealand;

For travel, accommodation and similar expenses - the standard mode or level in the country the Insured Person is in but not better than the travel class or accommodation rating comparable to the level the Policyholder or the Insured Person booked for the Journey.

# | Reasonable Care

The Insured Person's responsibility to exercise an appropriate degree of care which a reasonable person in the circumstances would do to minimise the potential of suffering any Bodily Injury/Illness or any loss/damage and to safeguard insured property.

### | Rental Vehicle

Any of the following which is rented from a licensed motor vehicle rental company, Car Club Company or agency – a Motorcycle, Moped/scooter, sedan, SUV, station wagon, hatchback, people mover, coupe, convertible, four-wheel drive, minibus or motorhome/ campervan that does not exceed four and a half tonnes.

# Salary

- For an Insured Person employed by the Policyholder, the average weekly value of their income package earned from personal exertion (including wages, motor vehicle and travelling allowances, subscriptions, fees, subsidies, meal and clothing allowances) before deductions and income tax but excluding bonuses, commissions, overtime and other allowances.
- 2. For a self-employed Insured Person, their average gross weekly income earned from personal exertion after deduction of all business expenses incurred to earn that income

In all cases, the Insured Person's average gross weekly income will be calculated by reference to his earnings in the 6 months prior to the Bodily Injury giving rise to the claim (or any shorter period if they have not been employed by the Policyholder for a period of 6 months).

### | Temporary Total Disablement

Disablement which temporarily and totally prevents the Insured Person from attending to any part of his usual business or occupation whilst he is under the regular care of and acting in accordance with the instructions and advice of a Medical Practitioner.

# | Temporary Partial Disablement

Disablement which temporarily prevents the Insured Person from attending to more than 50% of the duties of his business or occupation whilst he is under the regular care of and acting in accordance with the instructions and advice of a Medical Practitioner.

### Tooth, Teeth

Sound and natural permanent tooth (teeth) but not first or baby teeth, implants, prostheses or other dental restorations.

### | Total Loss

Complete and permanent physical loss or loss of use of the relevant body part.

### | Travel Documents

Passports, visas, entry permits, travel tickets, driving licences or other similar documents in possession and control of the Insured Person.

## l Travel Service Provider

Any commercial airline, hotel, accommodation provider, car hire company, bus line, shipping line or railway company.

### | Unattended

Leaving Your or the Insured Person's property with a person the Insured Person did not know prior to commencing the Journey; leaving it in a position where it can be taken without the Insured Person's knowledge (including a Public Place); or leaving it at such a distance that the Insured Person is unable to prevent it from being taken.

### l War

Any activity or conflict where military force is used and includes one of the following:

- 1. Hostilities or warlike operations (whether war be declared or not).
- 2. Invasion, civil war, rebellion, insurrection, revolution.
- 3. Act of an enemy foreign to the nationality of the Insured Person or the country in or over which the act occurs.
- 4. Civil commotion assuming the proportions of, or amounting to, an uprising.
- 5. Overthrow of the legally constituted government.
- 6. Military or usurped power.
- 7. Explosions of War weapons.
- 8. Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether War be declared with that state or not.

### | Valuables

Jewellery, watches, spectacles, sunglasses, hearing aids, wearable technology, headphones, items made of or containing gold, silver or other precious metals or (semi) precious stones, CDs, DVDs, leather goods, animal skins/furs, antiques, binoculars, telescopes, works of art and musical instruments.

### You, Your, Yours, Policyholder

The insured company or organisation and/or Insured Person as stated in the Certificate of Insurance.

# What the Policy Covers

### | The Policy

We will cover the Insured Person against the circumstances outlined in sections 1 to 28 of this Policy happening whilst they are travelling on behalf of the Policyholder having a destination outside their Country of Residence or within their Country of Residence if such travel involves an overnight stay or air travel. Cover also extends to Incidental Private Travel and Directors' and Executives' Private Travel which is declared to and accepted by Us.

The amounts listed in the Schedule of Benefits are the maximum amounts payable per Insured Person under each Policy section and are noted in New Zealand Dollars.

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

## | Section 1: Cancellation or Curtailment

This section is operative from the date of booking a Journey or the commencement date of the Period of Insurance whichever is the later

We will pay up to the amount shown in the Certificate of Insurance for all deposits and advance payments that have been paid for transport and accommodation costs and/or Reasonable additional transport and accommodation expenses incurred for the Insured Person to return to their Country of Residence) if a Pre-Booked Journey has to be cancelled, cut short or rearranged directly and necessarily as a result of:-

- 1. The Insured Person's unexpected death, Bodily Injury, Illness or compulsory quarantine.
- 2. The unexpected death, Bodily Injury, Illness or compulsory quarantine of the Insured Person's Close Relative, a member of the travel party or the person with whom the Insured Person had pre-arranged to stay or conduct business with at the destination.
- 3. The Insured Person or a member of the travel party being summoned to jury service or witness attendance in a court of their Country of Residence or unavoidable requirement to be present in their Country of Residence for service in any military or civil emergency.
- 4. Hijack.
- 5. Theft of the Insured Person's Travel Documents.
- 6. The Public Transport on which the Insured Person is booked to travel is cancelled, delayed, rescheduled, diverted or otherwise restricted by the Travel Service Provider because of Adverse Weather Conditions, Natural Disaster, riot, strike or civil commetion.
- 7. The Insured Person or member of the travel party's inability to travel to the point of departure for the Public Transport on which they are booked to travel due to a motor vehicle accident or vehicle breakdown delaying the vehicle in which they are travelling.
- 8. A government regulation, Adverse Weather Conditions, Natural Disaster or civil unrest which prevents the Insured Person or a member of the travel party from undertaking the Pre-Booked Journey.
- 9. Major damage or burglary at the home or workplace of the Insured Person, a member of the travel party or a person with whom the Insured Person had pre-arranged to stay or conduct business with at the destination.
- 10. A travel warning issued by the New Zealand government on the www.safetravel.govt.nz website advising against travel to or through a country which forms a major part of the Insured Person's itinerary or prevention of access by the government of the country in question. New Zealand government advice on the www.safetravel.govt.nz website advising against travel must be issued after You booked the Journey or purchased the Policy, whichever is the later and still be in place 7 days prior to the Insured Person's scheduled travel to the country/area in question for this section to respond.
- 11. Any other unforeseen circumstances (not listed in this section and not otherwise excluded under the Policy) which are outside the Policyholder's control and/or the control of the Insured Person.

### | Section 2: Travel Disruption Expenses

We will pay up to the amount shown in the Certificate of Insurance for Reasonable additional travel, accommodation and meal expenses necessarily incurred for the Insured Person to continue a Journey if, following departure, the Insured Person is forced to alter their Pre-Booked travel arrangements as a direct result of:

- 1. Strike, locked out workers or industrial action.
- 2. Riot or civil commotion.
- 3. Bomb scare, criminal action, an Act of Terrorism or Hijack.

- 4. Natural Disaster or Adverse Weather Conditions.
- 5. Accident to or mechanical breakdown of Public Transport.
- 6. The death, Bodily Injury or Illness of a fellow passenger or crew member.
- 7. Any other unforeseen circumstances (not listed in this section and not otherwise excluded under the Policy) which are outside the Policyholder's control and/or the control of the Insured Person.

# | Section 3: Missed Transport Connection

We will pay up to the amount shown in the Certificate of Insurance for Reasonable additional travel, accommodation and meal expenses incurred if the Insured Person is scheduled to attend a business meeting or conference which cannot be delayed or rescheduled and they fail to meet a Pre-Booked connection due to:

- 1. Strike, locked out workers or industrial action.
- 2. Riot or civil commotion.
- 3. Bomb scare, criminal action, an Act of Terrorism or Hijack.
- 4. Natural Disaster or Adverse Weather Conditions.
- 5. Accident to or mechanical breakdown of Public Transport.
- 6. Any other unforeseen circumstances (not listed in this section and not otherwise excluded under the Policy) which are outside the Policyholder's control and/or the control of the Insured Person.

# | Section 4: Employee Replacement Expenses

If during the Journey the Insured Person is victim of a Hijack, dies or must return home due to:

- 1. Their Bodily Injury, Illness or compulsory quarantine;
- 2. The unexpected death, Bodily Injury or Illness of their Close Relative which necessitates the Insured Person's return to their Country of Residence; or
- 3. Any other unforeseen circumstances (not listed in this section and not otherwise excluded under the Policy) which are outside the Policyholder's control and/or the control of the Insured Person,

We will pay up to the amount shown in the Certificate of Insurance for any Reasonable additional expenses necessarily incurred in:

- (a) Returning the Insured Person to their Country of Residence; and
- (b) Sending another Employee to complete the original business of the Insured Person.

# Conditions applicable to Sections 1- 4 inclusive: Cancellation or Curtailment, Travel Disruption Expenses, Missed Transport Connection and Employee Replacement Expenses

- 1. If You used frequent flyer points, air miles, loyalty card points and/or redeemable vouchers to purchase the Journey, We will only compensate You for these if You are not able to reinstate or otherwise recover Your loss. The most we will pay is the lesser of the following:
  - the cash value of the respective travel arrangement at the time of booking, if it had been purchased using cash.
  - the cost of an equivalent class fare or travel arrangements based on the best available advance purchase fare for the same booking period less any payment You made towards the booking;
  - multiplied by the total amount of points lost;
  - divided by the total number of points used to make the booking.

If the Pre-Booked travel arrangements are cancelled and We have paid travel costs for the Insured Person to return home or reach their destination other than as scheduled, We will deduct from Your claim the value of frequent flyer points (or similar) that You are able to recover for the cancelled booking.

- 2. The Insured Person must plan to arrive at the pre-booked departure point(s) in advance of the carrier's earliest scheduled check-in time and/or allow Minimum Connecting Time (as applicable).
- 3. Any claim attributable to accident or mechanical breakdown of non-scheduled transport must be supported by a police, garage or motoring organisation report confirming the date, time and cause of the accident or mechanical breakdown.
- 4. In the event of a claim due to failure or delay of Public Transport, You must provide written confirmation from the carrier, transport company or relevant authority confirming the duration of the delay and its cause.
- 5. If the Policyholder or the Insured Person become aware of circumstances which make it necessary for the Journey to be cancelled prior to departure, the Policyholder or the Insured Person must advise the Travel Service Provider(s) in writing within 48 hours. The maximum amount We will pay will be limited to the applicable cancellation charges at that time.
- 6. If the Policyholder or the Insured Person wish to curtail the Journey and claim additional costs thereby incurred, You must obtain Our consent. Failure to obtain Our agreement to the proposed arrangements may result in Your claim being limited or declined.
- 7. The Benefits provided under sections 1-4 are not cumulative. You cannot claim against more than one Policy section in respect of the same event. If You make a claim for disruption to Pre-Booked travel arrangements, We retain the right to decide which Policy section will be considered to determine Policy response.

# Exclusions applicable to Sections 1 – 4 inclusive: Cancellation or Curtailment, Travel Disruption Expenses, Missed Transport Connection and Employee Replacement Expenses

We will not pay any claim for:

- 1. Any amount which is refundable or otherwise recoverable or offered as credit (regardless of whether You accept the refund or credit) from any source including tour operators, travel agents and/or Travel Service Provider(s).
- 2. Loss of unused travel arrangements which are planned to occur outside the Period of Insurance.
- 3. Losses or costs arising from the failure of any travel agent, tour operator, transport or accommodation provider, person or agency to pass on monies paid by You or on Your behalf to Travel Service Provider(s).
- 4. Losses arising from the failure of any travel agent, tour operator, transport or accommodation provider, person or agency to deliver promised or contracted services.
- 5. Losses arising from the refusal, failure or inability of any person, company or organisation, including but not limited to any Travel Service Provider, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related products and services, to provide services, facilities or accommodation, due to their own financial default or the financial default of any person, company or organisation with whom or with which they do business.
- 6. Losses or costs resulting from the cancellation, delay or rescheduling of Public Transport on which the Insured Person is booked to travel due to operational, technical, schedule, mechanical breakdown or maintenance reasons under section 1 (cancellation or curtailment). Please refer to sections 2 and 3 for the limited cover We offer for losses arising from carrier caused delays and cancellation of Public Transport services.
- 7. Travel agent cancellation fees above the level of commission and/or service fees normally earned by the agent if the Insured Person's Journey had not been cancelled. If no travel agent commission had been earned at the time the Insured Person's Journey was cancelled, the most We will pay for the agent to cancel the Journey is in accordance with their fee schedule provided to You at the time of booking or standard industry charges (whichever is the lesser).
- 8. More than \$2,000 for any claim arising from death, Bodily Injury or Illness of the Insured Person's Close Relative, a member of the travel party or any person with whom the Insured Person intends to stay or conduct business with during the Journey if they;
  - a) had been hospitalised (including attendance at Accident & Emergency or day surgery in the 12 months prior to Policy inception) for the condition that triggers the claim and/or any condition related to or exacerbated by the condition giving rise to the claim;
  - b) were living in a nursing home, aged care facility, residential aged care home, high or low care facility, privately owned accommodation facility or residential care facility;
  - c) were not living independently at home or in a retirement home/village and required home care or flexible care services;
  - d) were aware of symptoms of an undiagnosed medical condition and/or on a waiting list for surgery, inpatient treatment or tests at a hospital or clinic;
  - e) had a drug or alcohol addiction; and/or
  - f) had a terminal illness.
- 9. Any amount that exceeds the Insured Person's or the Policyholder's contractual liability.
- 10. Loss arising from the Insured Person's disinclination/reluctance to travel, deciding to cancel or curtail the Journey, changing their travel plans and/or loss of enjoyment.
- 11. Loss arising from or related to the Insured Person being made redundant, resigning or having his contract of employment terminated within 31 days prior to a Journey or once the Journey has commenced.
- 12. The failure of any travel agent, tour operator, accommodation provider, hire company or travel carrier to provide advertised services and/or facilities.
- 13. The Policyholder or the Insured Person's personal circumstances, business commitments, financial and/or contractual obligations.
- 14. Loss arising from any regulations made by any public authority or government.
- 15. Delay of, or for cancellation following the delay of, a ship, aircraft or train, if:
  - a) The Insured Person fails to check in according to their itinerary unless the failure was itself due to strike or industrial action; and/or
  - b) The delay is due to the withdrawal from service temporarily or permanently of Public Transport on the orders or recommendation of any Port Authority or Civil Aviation or any similar body in any country.
- 16. Loss arising out of any of the contingencies specified above in exclusion 15 if such contingencies had already started or been forecast before the Journey was booked or the Policy was effected, whichever is the later.
- 17. Loss resulting from the inability of any tour operator, carrier or wholesaler to fulfil any travel arrangements due to a deficiency in the required number of travellers to commence any travel or tour.
- 18. Loss arising from circumstances known to the Policyholder and/or the Insured Person prior to booking the Journey and/or purchasing the Policy and which could reasonably be expected to give rise to the cancellation, curtailment or rearrangement of the Journey.
- 19. Loss of pre-paid travel and/or accommodation arrangements which were unused where We have also paid additional travel and/or accommodation expenses for the same period.
- 20. Loss, damage, liability, cost or expense arising directly or indirectly out of a Cyber Act or Cyber Incident.
- 21. Loss and/or costs arising directly or indirectly from Coronavirus COVID-19. Please see Section 28 for details of the limited cover provided for claims arising from Coronavirus COVID-19.

22. Any event or loss which is excluded by the General Exclusions applicable to this Policy.

### | Section 5: Overseas Medical, Repatriation and Additional Expenses

If the Insured Person sustains a Bodily Injury, Illness or dies whilst overseas during the Journey, We will pay up to the amount shown in the Certificate of Insurance for the following:

- 1. The Reasonable cost of medical and surgical treatment including specialists' fees, hospital, nursing home and nursing attendance charges, massage and manipulative treatment, surgical and medical requisites and ambulance charges necessarily incurred outside the Insured Person's Country of Residence.
- 2. The Reasonable cost of emergency dental treatment to healthy, natural teeth incurred outside the Insured Person's Country of Residence for the immediate relief of pain and suffering. The most We will pay for emergency dental treatment in any one Journey is \$2,000 per Insured Person.
- 3. The Reasonable cost to repair, replace or adjust dentures as the direct result of a Bodily Injury sustained by the Insured Person up to a maximum of \$2,500.
- 4. The Reasonable cost of repatriation (including medical escort if required) to the Insured Person's Country of Residence by whatever means deemed medically necessary. We reserve the right to either repatriate or evacuate the Insured Person to another region or country where medical facilities comparable to those available in New Zealand exist where in the opinion of the treating Medical Practitioner and Our medical advisers the Insured Person is fit to travel. In these circumstances We reserve the right to determine the manner in which repatriation or evacuation will occur.
- 5. The Reasonable cost of repatriating the Insured Person's mortal remains and Personal Baggage to their Country of Residence or the Reasonable cost of a funeral in the country where death occurs.
- 6. The Reasonable cost of additional travel and accommodation expenses incurred for the Insured Person and one member of the travel party to remain if necessary on medical grounds when, in the opinion of the Insured Person's treating Medical Practitioner and Our medical advisers the Pre-Booked onward travel or return journey is impossible on medical grounds.
- 7. An Economy Class fare and the cost of Reasonable accommodation for a Close Relative to travel to the Insured Person where in the opinion of the treating Medical Practitioner and Our medical advisers, their presence is necessary on medical grounds.

# Conditions applicable to Section 5: Overseas Medical, Repatriation and Additional Expenses

- 1. If the Insured Person is admitted to hospital as an inpatient or is likely to incur medical costs which exceed \$5,000, You must contact Us. Failure to do so may result in Your claim being limited or declined.
- 2. If the Insured Person wishes to return to their Country of Residence other than as scheduled and claim additional costs incurred, You must obtain Our consent. Failure to obtain Our agreement to the proposed arrangements may result in Your claim being limited or declined. The Insured Person must use medical facilities covered by any Reciprocal Health Agreements where possible. Where the Insured Person wishes to obtain treatment outside the facilities covered by applicable Reciprocal Health Agreements, We must authorise this.
- 3. If We agree to repatriate the Insured Person to their Country of Residence, We may use their Pre-Booked return ticket towards Our costs.
- 4. If We determine that the Insured Person should return to their Country of Residence but the Policyholder and/or the Insured Person do not agree, We will pay the equivalent amount that would have been incurred in respect of Your claim if the Policyholder and/or the Insured Person had agreed with Our recommendation. You will then be responsible for any ongoing or additional costs relating to or arising from the event and/or medical condition for which You have claimed. Where We do not require the Insured Person to return to their Country of Residence for treatment, We will only pay for necessary and Reasonable treatment received overseas as provided for under this section for up to 12 months after the Bodily Injury or Illness giving rise to Your claim first occurred.
- 5. If We decide to repatriate the Insured Person to their Country of Residence and they do not have any Pre-Booked return travel arrangements, You may be required to contribute the cost of a one-way ticket to the Insured Person's Country of Residence. This contribution will be assessed as the published fare(s) available for purchase on the date of the Insured Person's repatriation and of comparable standard to their Pre-Booked travel arrangements.
- 6. If the Insured Person sustains an injury and requires treatment from a physiotherapist, chiropractor or osteopath, they can obtain the first three treatments before asking for Our consent. For any treatments beyond the initial three, You will need Our consent.

# | Section 6: Search and Rescue Expenses

We will pay up to the amount shown in the Certificate of Insurance for Reasonable costs that are necessarily incurred to conduct a search and rescue operation to locate the Insured Person reported as missing to the police, coastguard or other authority responsible for rescue service where:

- (a) It is known or suspected that the Insured Person may have sustained Bodily Injury or become ill; or
- (b) Weather or safety conditions are such that it becomes necessary to do so to prevent the Insured Person from sustaining Bodily Injury or becoming ill.

In the event of a claim under this section, a written statement must be obtained from the police, coastguard or other authority that was responsible for the search and rescue operation.

# | Section 7: Overseas Hospital Benefit

If the Insured Person suffers a Bodily Injury or Illness whilst overseas during the Journey and they are admitted as an inpatient to a hospital outside their Country of Residence for a continuous period of 24 hours or more, We will pay to the Insured Person \$100 per day or part thereof up to the amount shown in the Certificate of Insurance.

This benefit is in addition to the cover provided under section 5 (Overseas Medical, Repatriation and Additional Expenses).

Exclusions applicable to Sections 5 – 7 inclusive: Overseas Medical, Repatriation and Additional Expenses, Search and Rescue Expenses and Overseas Hospital Benefit

We will not pay any claim for:

- 1. The cost of routine treatment, continued investigation of and/or medication for a Pre-existing Medical Condition.
- 2. Expenses incurred more than 12 months after the date of the incident which gave rise to the claim.
- 3. Expenses incurred in the Insured Person's Country of Residence.
- 4. Expenses which We are prohibited from paying by law.
- 5. Expenses which are recoverable from any other source including private health insurance and the Accident Compensation Corporation.
- 6. Medical treatment which is cosmetic, routine, experimental, preventive or elective and/or can reasonably be delayed until the Insured Person returns to their Country of Residence.
- Medical treatment not verified by a report obtained from the treating Medical Practitioner and/or the cost of over-thecounter medication/consumables unless the Insured Person has consulted a Medical Practitioner in respect of the Bodily Injury or Illness giving rise to the claim.
- 8. Additional accommodation expenses where We have also paid a claim for the value of cancelled/forfeited accommodation in respect of the same period.
- 9. Private hospital or medical treatment where public funded services or care is available, including but not limited to under any Reciprocal Health Agreement (RHA) between the New Zealand government and the government of any other country.
- 10. Medical treatment of any kind after the Insured Person has refused the offer of repatriation when in the opinion of the treating Medical Practitioner and Our medical advisers the Insured Person is fit to travel.
- 11. The cost of manufacturing, installing, repairing or replacing dental bridges, dental implants, veneers, crowns or caps.
- 12. Dental expenses which relate to treatment of gingivitis, deterioration/decay, normal maintenance of dental heath, cleaning, scaling or tooth whitening.
- 13. Loss and/or cost arising directly or indirectly from Coronavirus COVID-19. Please see section 28 for details of the limited cover provided for claims arising from Coronavirus COVID-19.
- 14. Expenses incurred for search and rescue without Our prior approval except in any situation or circumstance where it is not reasonably practicable to do so.
- 15. Costs incurred for search and rescue expenses where the police, coastguard or other authority responsible for rescue services advise that continuing the search and rescue operation is no longer viable.
- 16. Compensation under section 7 (Hospital Benefit) unless the Bodily Injury or Illness which results in the Insured's Person's hospitalisation for inpatient treatment is covered under section 5 (Overseas Medical, Repatriation and Additional Expenses).
- 17. Any event or loss which is excluded by the General Exclusions applicable to this Policy.

### | Section 8: Personal Accident

# 8A – Death and Capital Benefits

If the Insured Person suffers a Bodily Injury during the Journey which results in their death or disablement within 12 months of the Accident giving rise to the claim, We will pay to the Insured Person (or their estate in the event of their death), the corresponding Benefit listed in the relevant table below.

If the Insured Person disappears and after 12 calendar months it is reasonable for Us to consider they have died because of a Bodily Injury, We will pay the death Benefit. This undertaking is conditional upon You agreeing to repay the death Benefit if it is subsequently found that the Insured Person did not die as a result of a Bodily Injury during the Journey.

Cover under this section applies only if nominated in the Certificate of Insurance.

The amount payable will be the percentage listed in the table below of the amount shown against section 8A in the Certificate of Insurance:

Table 1

Table 1	Bodily Injury resulting in:	Percentage of Benefit payable
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent paraplegia or quadriplegia	100%
4.	Permanent Total Loss of Sight in both eyes	100%
5.	Permanent Total Loss of Sight in one eye	60%
6.	Permanent Total Loss of use of two Limbs	100%
7.	Permanent Total Loss of use of one Limb	80%
8.	Permanent Total Loss of Hearing in both ears	75%
9.	Permanent Total Loss of Hearing in one ear	15%
10.	Third degree burns and / or resultant disfigurement covering more than 40% of the external body	50%
11.	Permanent Total Loss of use of four fingers and thumb on one hand	70%
12.	Permanent Total Loss of use of four fingers on one hand	40%
13.	Permanent Total Loss of use of one finger	10%
14.	Loss of at least 50% of sound, natural teeth (per tooth to a maximum of \$10,000)	1%

In the event of Permanent Partial Disablement not otherwise provided for in the above table, the amount payable will be a percentage of the Sum Insured shown in the Certificate of Insurance that We, at Our absolute discretion, determine as being commensurate with the degree of disability arising from the Bodily Injury which has given rise to the claim, but subject to a maximum not exceeding \$50,000.

In the event the Insured Person suffers a broken bone as a result of an Accident during the Journey, We will pay the following Benefits to the Insured Person.

Table 2

	Bodily Injury resulting in:	Benefit payable
15.	Broken neck or spine	\$5,000
16.	Broken skull, hip or pelvis	\$2,500
17.	Broken jaw, collar bone or shoulder blade	\$1,000
18.	Broken upper leg, upper arm, kneecap, elbow or nose	\$750
19.	Broken lower arm, lower leg, wrist, ankle, hand or foot	\$500
20.	Broken ribs (per rib)	\$200
21.	Broken finger, thumb, toe (per digit)	\$100

### 8B - Weekly Injury Benefits

Cover under this section applies only if nominated in the Certificate of Insurance.

If the Insured Person suffers Temporary Total Disablement as a result of Bodily Injury sustained during the Journey and the Temporary Total Disablement persists after the Excess Period, We will pay to the Insured Person the lesser of 85% of the Insured Person's Salary or \$2,000 per week but such payment shall not exceed the amount shown in the Certificate of Insurance.

If the Insured Person suffers Temporary Partial Disablement as a result of Bodily Injury sustained during the Journey and the Temporary Partial Disablement persists after the Excess Period, We will pay to the Insured Person the lesser of 85% of the Insured Person's Salary or \$2,000 per week but less any current earnings which result from the Insured Person working in a reduced capacity (but not exceeding the amount shown in the Certificate of Insurance). If the Insured Person can work in a reduced capacity but chooses not to do so, the maximum amount payable under this section is 25% of the amount shown in the Certificate of Insurance for this Benefit (but not exceeding the amount shown in the Certificate of Insurance).

# 8C – Bodily Injury resulting in surgery outside New Zealand

Cover under this section applies only if nominated in the Certificate of Insurance.

If the Insured Person has surgery whilst overseas to treat a Bodily Injury sustained during the Journey, We will pay the following Benefits to the Insured Person.

Table 3

	Bodily Injury necessitating:	Benefit payable
1.	Brain surgery	\$20,000
2.	Amputation of a Limb	\$20,000
3.	Fracture of a Limb or dislocation of a joint requiring open reduction	\$5,000
4.	Any other surgical procedure performed under general anaesthesia	\$2,500

### Conditions applicable to Section 8: Personal Accident

- 1. We will not pay more than one of the Benefits covered under sections 8A and/or 8C in respect of the same Accident. If a Benefit is payable under sections 8A and 8C in respect of the same Accident, the highest Benefit amount will be paid.
- 2. If payment of a claim is made under section 8B and subsequently a Benefit is claimable under section 8A from the same Accident, then any amount already paid will be deducted from any lump sum payment due.
- 3. Benefits payable under section 8B will not be payable after the expiry of the Benefit Period, during the Excess Period, after the Insured Person is deemed fit to return to work by a Medical Practitioner and/or after the Insured Person's death.
- 4. The Insured Person must follow the advice of or submit to treatment recommended by the treating Medical Practitioner for the Bodily Injury or Illness which gave rise to the claim. Failure to do so may result in Your claim being limited or declined.
- 5. If the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause within six months, the subsequent period of disablement will be deemed a continuation of the initial disablement. A new Excess Period will not apply and the total Benefit Period shall not exceed the maximum Benefit Period as specified in the Certificate of Insurance inclusive of the Benefits already paid.
- 6. If the Insured Person returns to work for more than five days during the Excess Period and suffers a recurrence of the Bodily Injury or Illness which gave rise to the claim, then the Excess Period shall recommence from the day that the Insured Person suffered Temporary Total Disablement after returning to work.
- 7. In the event of an Accident involving more than one Insured Person, where the total value of the claims exceeds the Aggregate Limit of Liability, the amount payable in respect of each Insured Person shall be proportionally reduced until the total does not exceed that limit.
- 8. Where the Insured Person is a Dependent Child at the time of the Accident giving rise to the claim:
  - (a) the Benefit under section 8A for event 1 in Table 1 (death) shall be limited to \$20,000;
  - (b) the Benefit under section 8A for events 2, 3, 4 and 6 in Table 1 shall be limited to \$100,000;
  - (c) the Benefit under section 8A for event 5 and 7-14 inclusive in Table 1 will be the percentage noted in that table applied to the maximum amount of \$100,000; and
  - (d) The definition of Permanent Total Disablement shall be amended to read as follows:
    - "Disablement which entirely prevents the Insured Person from attending to full time education for a period of 12 consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support him/herself financially".
- 9. Where the Insured Person is one of the Policyholder's Employees and is over the age of 65 years at the effective date of this Policy, the definition for Permanent Total Disablement shall be amended to read as follows:
  - "Disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts 12 months and at the end of that period is beyond hope of improvement".
- 10. Benefits payable under section 8B will be made monthly in arrears.
- 11. The amount of any Benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such Benefit payable under the Policy shall not exceed the percentage of Salary of the Insured Person shown in the Certificate of Insurance and/or the Salary of the Insured Person.
- 12. If a Benefit is payable under this section and it is also payable under any other policy issued by Us, the claim will only be payable under one policy and in which case, We will pay the claim under the policy which carries the highest Benefit amount to which the claim relates.

# Exclusions applicable to Section 8: Personal Accident

We will not pay any claim:

1. Arising from or attributable to disease, natural causes and/or surgical treatment (unless rendered necessary by Bodily Injury covered hereunder).

- 2. For any type of Illness, disease and/or infection unless medically acquired during treatment of the Bodily Injury.
- 3. Arising directly or indirectly from any Pre-existing Medical Condition.
- 4. Where the Insured Person does not follow the advice and instructions of the treating Medical Practitioner.
- 5. Which is excluded by the General Exclusions applicable to this Policy.

# | Section 9: Personal Liability

We will pay up to the amount shown in the Certificate of Insurance, for any one event or series of events (including legal expenses), if the Policyholder and/or Insured Person becomes legally liable to pay compensation for death, bodily injury to another person or for accidental loss of or damage to tangible property belonging to another person, which occurs during the Journey.

# Conditions applicable to Section 9: Personal Liability (see also General Conditions)

- 1. The Policyholder and the Insured Person must not make any admission of liability whatsoever, or make any arrangements, offer or promise of payment without Our written consent.
- 2. We shall be entitled to take over and conduct, in the name of the Policyholder and/or the Insured Person, a defence of any claim or to prosecute in its/their name any claims for indemnity, contribution or damages or otherwise against any third party. In such case, We will have discretion over the conduct of any negotiations or proceedings or the settlement of any claim. The Policyholder and the Insured Person shall, whenever possible, give Us all such information and assistance as We may reasonably require.
- 3. In the conduct of any claim, the Policyholder and the Insured Person shall comply with all rules of court and orders made by the court, shall attend any hearings, meetings or conferences and sign any documents, as may be reasonably required.

# Exclusions applicable to Section 9: Personal Liability

We will not pay any claim for:

- 1. Bodily Injury to any member of the Insured Person's family or household, or to any of the Policyholder's Employees.
- 2. Accidental loss or damage to property owned by the Policyholder, the Insured Person, the Insured Person's family or the Policyholder's Employees.
- 3. Liability which has been assumed by the Policyholder or the Insured Person under agreement unless the liability would have attached in the absence of such agreement.
- 4. Liability arising from the pursuit of any business, trade, profession, occupation or supply of goods and services.
- 5. Any claim arising from ownership, possession or operation of any motorised vehicle, aircraft or device such as but not limited to car, motorcycle, moped, scooter, e-scooter, quad bike/All Terrain Vehicle (ATV), jet ski, motorboat, hoverboard, hovercraft, segway, electric (or power assisted) bicycle, drone or watercraft (other than surfboard).
- 6. Liability arising from ownership or occupation of land or buildings (other than occupation of any rented holiday accommodation).
- 7. Liability resulting from a wilful or malicious act.
- 8. Liability arising from the ownership or use of any firearm or weapon.
- 9. Liability arising from animals belonging to or in the Insured Person's care or custody.
- 10. Any event or loss which is excluded by the General Exclusions applicable to this Policy.

### | Section 10: Legal Expenses

We will pay up to the amount shown in the Certificate of Insurance, for legal expenses incurred by or on behalf of the Insured Person in the pursuit of a claim for damages against a third party who has caused death, Bodily Injury or Illness of the Insured Person during the Journey.

## Conditions applicable to Section 10: Legal Expenses

- 1. We shall be entitled to nominate and appoint a legal representative to act on behalf of the Insured Person (or their estate) and to always have direct access to that legal representative.
- 2. We reserve the right to withdraw at any stage and thereafter shall not be liable for any further expenses after the appointed legal representative or claims administrator has obtained the opinion that a reasonably prudent uninsured would not incur further costs in pursuing the matter.
- 3. In the conduct of any claim, the Policyholder and the Insured Person shall comply with all rules of court and orders made by the court, shall attend any hearings, meetings or conferences and sign any documents, as may be reasonably required.

# Exclusions applicable to Section 10: Legal Expenses

We will not pay any claim for:

- 1. Legal expenses incurred without Our written consent (which shall not be unreasonably withheld).
- 2. Legal action against travel agents, tour operators, Us, the Insured Person's Close Relative, the Policyholder and/or its Employees.
- 3. The continued pursuit of any claim where We consider the Policyholder or the Insured Person do not have a likely prospect of establishing a legal liability against the party being pursued and/or of recovering charges from such party.

- 4. Punitive and exemplary damages.
- 5. Loss, damage, death, Bodily Injury or Illness directly or indirectly caused by Pollution.
- 6. Any event or loss which is excluded by the General Exclusions applicable to this Policy.

### | Section 11: Personal Baggage, Business Property and Money

We will pay up to the amounts shown in the Certificate of Insurance for loss, theft or damage to accompanied Personal Baggage, Business Property, Electronic Equipment, Money and Valuables which occurs during the Journey.

### We will at Our option pay

- 1. the value of the claimed item at the date of loss, theft or damage (i.e. the item's market/used value);
- 2. the original cost price of the claimed item from which We will deduct an amount for wear and tear/loss of value;
- 3. the cost of repairing the claimed item; or
- 4. the applicable sub-limit.

We may elect to use more than one of the above options in settling Your claim. If We elect to apply depreciation, this will be in accordance with the Depreciation Schedule noted in the Claims Procedure section.

The Policyholder and/or Insured Person must be able to prove ownership and value of claimed items. At Our sole discretion, We reserve the right to limit the claim to \$250 for each single item and \$500 in total for all items where You cannot provide an original receipt or proof of purchase (which pre-dates the loss).

Extensions applicable to Section 11: Personal Baggage, Business Property and Money

# | Loss of Travel Documents

In the event of loss, theft or damage to Travel Documents, We will pay up to the amount shown in the Certificate of Insurance for reasonable additional expenses incurred for travel, accommodation and other associated costs, to enable the Insured Person to obtain essential replacement Travel Documents.

### Loss of keys

If during the Journey, the Insured Person loses their house keys to their main permanent residence in their Country of Residence, We will pay for the parts and labour costs of replacing the locks up to the amount shown in the Certificate of Insurance.

# | Loss of prescription medication

We will cover the cost of medical consultations and replacement medication if the Insured Person's prescription medication is lost, stolen, or damaged whilst they are travelling overseas during the Journey. The most We will pay for all such expenses is \$1,000. We are unable to provide this benefit if the loss or damage to the Insured Person's medication occurs in their Country of Residence.

# Conditions applicable to Section 11: Personal Baggage, Business Property and Money

- 1. The Insured Person shall always take Reasonable Care in the supervision of the insured property.
- 2. The Insured Person shall in the event of any loss, take all reasonable steps to recover such item(s).
- 3. The Insured Person must report any loss and/or theft of Personal Baggage, Electronic Equipment, Valuables, Business Property, Travel Documents and/or Money to the police or similar authority within 24 hours of discovery, and a written statement must be obtained.
- 4. Money shall be covered from the time of collection from a bank or from 72 hours prior to commencement of the Journey, whichever is the later, and up to 48 hours after completion of the Journey or time of conversion or encashment, whichever is the earlier.
- 5. Claims for loss, theft or damage under this section must be substantiated by receipts or proof of purchase of claimed articles and withdrawal confirmation for any Money lost or stolen.

### Exclusions applicable to Section 11: Personal Baggage, Business Property and Money

We will not pay any claim for:

- 1. Damage caused by atmospheric or weather conditions, mould, fungus, insects, birds, moth, vermin, rust, corrosion, wear and tear or gradual deterioration.
- 2. Loss, theft or damage to items sent by post, freight or other form of unaccompanied transit.
- 3. Loss or damage caused by any form of cleaning, repair, restoration or alteration.
- 4. Damage due to leakage of liquid, powder or other substances from containers carried in the Insured Person's luggage.
- 5. Mechanical or electrical breakdown or derangement.
- 6. Money shortages due to accounting or similar error, omission, depreciation in value or failure of automatic teller machines to issue the correct amount of cash.
- 7. Loss and/or theft of Personal Baggage, Electronic Equipment, Valuables, Business Property, Travel Documents and/or

- Money not reported to the police or similar authority within 24 hours of discovery, and a written statement obtained.
- 8. Loss arising from confiscation or destruction by customs or any other authority.
- 9. Personal Baggage, Electronic Equipment, Valuables, Business Property, Travel Documents or Money which are insured elsewhere (except for any part of the loss that is not covered by the other policy).
- 10. Loss or damage to items whilst in the custody of a Travel Service Provider, unless reported to the relevant company within 24 hours of discovery and a report obtained.
- 11. Loss, theft or damage to Electronic Equipment, Valuables, Travel Documents and/or Money which have been checked-in and/or transported in the cargo hold of any aircraft, bus, train, ship, ferry or similar transport which means any loss from the point of check-in until collection by You from the baggage carousel or collection area at the conclusion of Your travel on Public Transport services.
- 12. More than \$500 for all items of Personal Baggage, Electronic Equipment, Valuables, Travel Documents and/or Money left in a tent, an unattended motor vehicle, Left Behind or Unattended in a Public Place at any time.
- 13. The fraudulent use of credit cards, debit cards or cheques, if the Insured Person has not reported the loss of the card to the issuing bank or company and has not complied with the terms and conditions under which the card was issued. Our liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to the Policyholder and/or the Insured Person.
- 14. Loss of or damage to fragile articles unless caused by fire or by an accident to the aircraft, ship or vehicle in which they are being carried.
- 15. Loss, theft or damage to contact or corneal lenses, dentures, bonds, coupons, securities, antiques, pictures, motor vehicles, (including spare parts and accessories), boats and/or ancillary equipment including windsurfing equipment, surfboards and sailhoards
- 16. Loss, theft or damage to household effects, furniture, furnishings and perishable items.
- 17. Loss, theft or damage to sports clothing or sporting equipment whilst in use.
- 18. Loss, theft or damage occasioned by persons the Insured Person has invited into their private accommodation or Rental Vehicle.
- 19. Loss or damage to Electronic Equipment, Money, Travel Documents and/or Valuables that occurs while the Insured Person is swimming, participating in water sports, boarding or deboarding a waterborne vessel, or if they are otherwise dropped into or submerged in water.
- 20. Any event or loss which is excluded by the General Exclusions applicable to this Policy.

### | Section 12: Delayed Personal Baggage

If the Insured Person's checked-in Personal Baggage is lost by the carrier for more than 12 hours, We will pay up to the amount shown in the Certificate of Insurance for the purchase of immediate necessities. Immediate necessities are shoes and clothing, toiletries, non-prescription medication (and bag if required) which the Insured Person needs to purchase because their checked-in luggage has been misdirected, misplaced or delayed.

We will also pay up to \$250 for transport to retrieve the Insured Person's luggage if it is not delivered to them by the carrier. This Benefit is in addition to the amount shown in the Certificate of Insurance.

### Conditions applicable to Section 12: Delayed Personal Baggage

- 1. If the Insured Person is entitled to compensation from the carrier, We will only pay the difference between the amount of the Insured Person's expenses and the amount of compensation received from the carrier up to the amount shown in the Certificate of Insurance.
- 2. You must provide the original Property Irregularity Report (PIR) issued by the carrier and original receipts for all claimed expenses.
- 3. This section does not operate if the Insured Person's Personal Baggage is misdirected, misplaced or delayed on the return or final sector of the Journey.

# | Section 13: Hijack, Kidnap and Kidnap for Ransom

In the event of detention, internment, Hijack, Kidnap or Kidnap for Ransom of the Insured Person during the Journey, We will pay \$100 per day or part thereof until their release, for a maximum of 60 days.

In the event of the Express Kidnapping of the Insured Person during the Journey, We will pay \$100 per day or part thereof until their release, for a maximum of 7 days.

In addition, We will indemnify the Policyholder and/or the Insured Person for additional expenses necessarily and reasonably incurred by way of Consultant and qualified interpreter costs, legal, hotel, travel, related incidental expenses, Ransom Monies and the like, to secure release of the Insured Person.

The maximum Benefit payable under this section is \$1,000,000 (as stated in the Certificate of Insurance) for all claims combined occurring during each Period of Insurance. Of this amount, We will not pay more than \$50,000 in respect of Consultants' costs.

# Conditions applicable to Section 13: Hijack, Kidnap and Kidnap for Ransom

- 1. The Insured Person has not engaged in any political or other activity that he knows would put him at an unusually high level of risk
- 2. The Insured Person has no family or business connections that could be expected to put him in an unusually high level of risk.
- 3. The Insured Person's Travel Documents are in order.
- 4. In the event of an incident, We must be contacted immediately with as much information as possible of any situation that could give rise to a claim.
- 5. No offer, promise or payment shall be made by the Policyholder or the Insured Person without Our consent.

# Exclusions applicable to Section 13: Hijack, Kidnap and Kidnap for Ransom

### We will not pay for:

- 1. Any claim arising from a Journey within the Insured Person's Country of Residence or any location where the Insured Person has been staying for more than one hundred and eighty (180) days.
- 2. Any Kidnap and Kidnap for Ransom occurring in Afghanistan, Iran, Iraq, Nigeria, Niger, Philippines, South Sudan, Yemen, any country located in central or South America or any country in which the United Nations armed forces are deployed.
- 3. Any claim in respect of the Kidnap or Kidnap for Ransom of a child by their parent or guardian.
- 4. Any claim resulting from any fraudulent, dishonest or criminal act committed or attempted by the Policyholder, the Insured Person, authorised representative of the Policyholder or the Insured Person including any person who has custody of any Ransom Monies.
- 5. Any amount which the Policyholder and/or the Insured Person become legally liable to pay as the result of any legal action for damages including legal costs incurred in defence of such action as the result of alleged negligence or incompetence in hostage retrieval operations or negotiations following the Hijack, Kidnap, Kidnap for Ransom or Express Kidnapping of the Insured Person or alleged negligence in not preventing the Hijack, Kidnap, Kidnap for Ransom or Express Kidnapping of the Insured Person.
- 6. Any Ransom Monies, sums, property or other consideration surrendered to any person other than persons or their associates responsible for making a previously communicated ransom demand to the Insured Person or any person(s) authorised to act on behalf of the Insured Person.
- 7. Any claim arising out of any act(s) by the Insured Person that would be considered an offence by a court of New Zealand if the act had been committed in New Zealand.
- 8. Any claim for or in respect of an insured entity or Insured Person who has previously had Hijack, Kidnap or Kidnap for Ransom insurance declined or cancelled.
- 9. Any claim which is excluded by the General Exclusions applicable to this Policy.

# | Section 14: Political and Natural Disaster Evacuation Expenses

We will pay up to the amount shown in the Certificate of Insurance for reasonable and necessary costs incurred to return the Insured Person to their Country of Residence or relocate them to the nearest place of safety if they need to be evacuated due to:

- 1. A formal recommendation by the New Zealand Ministry of Foreign Affairs and Trade that the Insured Person (or a class of persons which includes the Insured Person) specifically leave the country they are in;
- 2. The Insured Person being expelled or declared persona non grata in the country they are in; or
- 3. A Natural Disaster which necessitates their immediate evacuation to avoid risk of Bodily Injury or Illness.

If the Insured Person is unable to return directly to their Country of Residence, We will pay up to \$200 per day for a maximum of 21 consecutive days or until such time as the Insured Person can be evacuated to their Country of Residence, whichever occurs first, for reasonable and necessary expenses incurred for accommodation, transportation and food (provided that the total under this section shall not exceed the amount shown in the Certificate of Insurance).

## Conditions applicable to Section 14: Political and Natural Disaster Evacuation Expenses

1. In the event of a claim under this section, We must be contacted immediately and We will make all necessary travel arrangements to evacuate the Insured Person. Failure to notify Us may result in Your claim being limited or declined.

# Exclusions applicable to Section 14: Political and Natural Disaster Evacuation Expenses

We will not pay for any claim:

- 1. If the Policyholder and/or the Insured Person have breached or are accused of breaching the laws of the country from which the Insured Person must be evacuated.
- 2. Which results from the Policyholder or the Insured Person's failure to maintain and possess duly authorised and required documents, visas, permits and the like that are necessary for the Insured Person to remain in the country.
- 3. Arising from or attributable to debt, commercial failure, insolvency, the repossession of property or any other financial cause.
- 4. Following the Policyholder or the Insured Person's failure to:
  - (a) Honour any obligations in any contract or licence;
  - (b) Provide bond or other security because of any liability assumed by the Policyholder or the Insured Person; and/or

- (c) Obey any conditions in a licence.
- 5. For evacuation from or within the Insured Person's Country of Residence.
- 6. Where political unrest or a Natural Disaster existed prior to the Insured Person entering the country or its occurrence was foreseeable before the Insured Person entered the country.
- 7. For expenses necessarily incurred as part of the original travel budget.
- 8. Where We deem it is too dangerous to evacuate the Insured Person or it is illegal to do so.
- 9. Which is excluded by the General Exclusions applicable to this Policy.

### | Section 15: Rental Vehicle Excess Waiver

We will pay up to the amount shown in the Certificate of Insurance for any monetary excess or deductible that the Policyholder or the Insured Person is legally liable to pay in respect of loss or damage to a Rental Vehicle hired by the Insured Person during the Journey.

# Conditions Applicable to Section 15: Rental Vehicle Excess Waiver

- 1. The Rental Vehicle must be rented from a licensed rental agency or Car Club Company.
- 2. The Insured Person must comply with all the requirements of the rental organisation under the hiring agreement and of the Rental Vehicle insurer.

### Exclusions Applicable to Section 15: Rental Vehicle Excess Waiver

We will not pay for any claim:

- 1. Arising out of loss or damage due to the operation of the Rental Vehicle in violation of the terms of the rental agreement.
- 2. Due to wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect, wilful damage by the Insured Person or damage that existed at the commencement of the rental period.
- 3. For mechanical or electrical failure that is not attributable to Accident damage.
- 4. Which is excluded by the General Exclusions applicable to this Policy.

### | Section 16: Identity Theft Benefit

If during the Journey, the Insured Person suffers theft of personal data or documents relating to their identity and this results in fraudulent use to obtain money, goods or services, We will pay up to the amount shown in the Certificate of Insurance for reasonable expenses incurred with Our written consent:

- 1. To pursue closure of any disputed accounts or credit facilities.
- 2. To re-submit applications for loans, grants, credit or debit facilities that are rejected solely due to the lender receiving incorrect information as a result of the identity theft.
- 3. For notarising affidavits or similar documents, amending or correcting records relating to the Insured Person's true name/identity as a result of the identity theft.
- 4. To defend any demand brought against the Insured Person by a creditor, collection agency or any other entity acting on a creditor's behalf for non-payment of goods or services or default on a loan resulting from the identity theft.
- 5. To remove any civil judgment wrongly entered against the Insured Person because of the identity theft.

### | Section 17: Corporate Image Protection Benefit

If during the Journey, the Insured Person suffers a Bodily Injury that results in death or Permanent Total Disablement, We will pay up to the amount shown in the Certificate of Insurance for the reasonable cost incurred to engage the services of image/public relations consultants for the purpose of protecting the Policyholder's corporate image/brand.

### | Section 18: Court Attendance Benefit

If during the Period of Insurance, the Insured Person is required to attend court in relation to a valid claim against section 9 (Personal Liability), We will pay the Insured Person \$100 per day for each day the Insured Person attends court up to the amount shown in the Certificate of Insurance.

### | Section 19: Corporate Transport Benefit

If the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement as a result of Bodily Injury or Illness sustained during the Journey and for which Benefits are payable under this Policy, We will pay up to the amount shown in the Certificate of Insurance for reasonable costs incurred to hire a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

This Benefit is conditional on the provision of medical evidence from a Medical Practitioner certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of transport. The maximum period for which We will pay under this section is 26 weeks and the Benefit is only payable in respect of additional costs that would not have otherwise been incurred.

### | Section 20: Independent Financial Advice Benefit

If during the Journey, the Insured Person sustains a Bodily Injury for which a Benefit is paid under section 8A – Personal Accident for event 1 (death), event 2 (Permanent Total Disablement), event 3 (Permanent paraplegia or quadriplegia), event 4 (Permanent Total Loss of Sight in both eyes) or event 6 (Permanent Total Loss of use of two Limbs), We will pay to the Insured Person up to the amount shown in the Certificate of Insurance for the reasonable cost of professional financial planning advice in respect of the section 8A Benefit paid.

This Benefit is conditional on the costs being incurred within six (6) calendar months of the section 8A Benefit having been paid and provided that the financial planning advice is obtained from a person who is not the Insured Person, their Close Relative, Partner or an Employee.

### | Section 21: Trauma Counselling Benefit

If during the Journey, the Insured Person suffers psychological trauma resulting from them being a victim of or eyewitness to an act of murder, sexual assault, rape, violent robbery or Act of Terrorism, We will pay up to the amount shown in the Certificate of Insurance for the cost of trauma counselling provided by a registered psychologist or psychiatrist who is not the Insured Person, their Close Relative, Partner or an Employee.

This Benefit is conditional on the trauma counselling being certified by a Medical Practitioner as medically necessary.

### | Section 22: Accidental HIV Infection Benefit

If during the Journey the Insured Person Accidentally contracts the Human Immunodeficiency Virus (HIV), We will pay the amount shown in the Certificate of Insurance to the Insured Person. This Benefit is payable if the infection is contracted:

- 1. As a direct result of a Bodily Injury to the Insured Person; or
- 2. As a direct result of the Insured Person receiving medical treatment provided by a Medical Practitioner following Bodily Injury or Illness.

This Benefit is conditional on the following.

- 1. There is a positive diagnosis within six (6) calendar months of the event giving rise to the HIV infection;
- 2. Any event leading to (or likely to lead to) a positive HIV diagnosis is reported to Us and medical tests are carried out by a Medical Practitioner within 48 hours of the event; and
- 3. A recognised laboratory performs medical and clinical tests that conclusively prove that the Insured Person was not HIV positive prior to the event giving rise to the claim under this section.

### | Section 23: Coma Benefit

If during the Journey, the Insured Person sustains a Bodily Injury which directly causes or results in their continuous state of unconsciousness, We will pay to the Insured Person an amount of \$100 per day for each day that they remain unconscious up to the amount shown in the Certificate of Insurance. This Benefit is conditional on the provision of medical evidence from a Medical Practitioner certifying that the Bodily Injury sustained by the Insured Person caused their continuous state of unconsciousness.

# | Section 24: Orphan Benefit

If during the Journey, the Insured Person and their accompanying Partner both suffer Accidental death resulting from the same event and they are survived by Dependent Child(ren) We will pay \$5,000 for each Dependent Child of the Insured Person up to the amount shown in the Certificate of Insurance.

This Benefit is not payable in addition to any Benefit paid under section 25.

# | Section 25: Dependent Child Benefit

If during the Journey, the Insured Person suffers Accidental death and is survived by Dependent Child(ren) We will pay \$5,000 for each Dependent Child of the Insured Person up to the amount shown in the Certificate of Insurance.

This Benefit is not payable in addition to any Benefit paid under section 24.

# | Section 26: Home Modification Benefit

If during the Journey, the Insured Person sustains a Bodily Injury for which a Benefit is paid under section 8A – Personal Accident for event 2 (Permanent Total Disablement) or event 3 (Permanent paraplegia or quadriplegia), We will pay up to the amount shown in the Certificate of Insurance for reasonable costs incurred to 1) modify the Insured Person's home and/or motor vehicle; or 2) relocate the Insured Person to more suitable residential accommodation.

This Benefit is conditional on the provision of medical evidence from a Medical Practitioner certifying that the modification or relocation is medically necessary.

### | Section 27: Domestic Assistance Benefit

If the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement as a result of Bodily Injury or Illness sustained during the Journey and for which Benefits are payable under this Policy, We will pay up to the amount shown in the Certificate of Insurance for reasonable costs incurred for the hire of domestic assistance.

This Benefit is conditional on the provision of medical evidence from a Medical Practitioner certifying that the Insured Person is unable to perform domestic duties and provided the domestic assistance is not supplied by the Insured Person, their Partner, their Close Relative or any other person who ordinarily resides with the Insured Person. The maximum period for which We will pay under this section is 26 weeks and the Benefit is only payable in respect of additional costs that would not have otherwise been incurred.

### | Section 28: Coronavirus COVID-19 Benefit

Cover under this Policy is extended to include claims arising from Coronavirus COVID-19 under section 1 (Cancellation and Curtailment) and section 5 (Overseas Medical, Repatriation and Additional Expenses) as noted below.

Except as amended by this section, cover for claims arising from Coronavirus COVID-19 are subject to the same conditions and exclusions as section 1 (Cancellation and Curtailment) and section 5 (Overseas Medical, Repatriation and Additional Expenses) in addition to the conditions and exclusions noted in this section.

Cover under this section 28 starts from the date and time We issue the Policy to You if this is within 24 hours after booking the Insured Person's Journey. If You did not purchase this Policy within 24 hours after booking the Insured Person's Journey, then We insure You under this section 28 from 7 days after the date and time We issue the Policy to You.

### Section 1 - Cancellation or Curtailment

We will pay up to the amount shown in the Certificate of Insurance in the event the Insured Person's Journey is necessarily and unavoidably cancelled, cut short or rearranged because:

- i) The Insured Person contracts Coronavirus COVID-19 in New Zealand and a Medical Practitioner certifies that the Insured Person is medically unfit to undertake the Pre-Booked Journey. The diagnosis must be confirmed by a PCR test or a rapid antigen test (RAT) taken under medical supervision or by a Medical Practitioner.
- ii) The Insured Person is ordered by the New Zealand government or a state health authority into mandatory quarantine or self-isolation because the Insured Person lives with someone who has contracted Coronavirus COVID-19 and the Insured Person is deemed to be a household contact. This order must be made after the Policyholder or the Insured Person booked the Journey or purchased the Policy (whichever is the later). This quarantine or self-isolation order must still be in force at the time of the Insured Person's scheduled departure so as to prevent them from undertaking the Pre-Booked Journey.
- iii) The Insured Person's Partner or Close Relative contracts Coronavirus COVID-19 in New Zealand and a Medical Practitioner certifies in writing that the level of infection is life threatening.
- iv) The Insured Person is ordered into mandatory quarantine by a government or public health authority during the Journey because the Insured Person has contracted Coronavirus COVID-19.
- v) The Insured Person is denied boarding of Public Transport due to the detection of possible Coronavirus COVID-19 symptoms.

# Section 5 – Overseas Medical, Repatriation and Additional Expenses

This section is extended to include cover if the Insured Person is diagnosed with Coronavirus COVID-19 by a Medical Practitioner whilst travelling overseas during the Journey.

We will also pay for the Reasonable cost of additional accommodation if, whilst travelling overseas during the Journey, the Insured Person is ordered into mandatory quarantine because the Insured Person has contracted Coronavirus COVID-19.

# Conditions Applicable to Section 28: Coronavirus COVID-19 Benefit

- 1. If the Insured Person had planned to utilise free-of-charge accommodation during the Journey (e.g. staying with friends and family) and the Insured Person needs to arrange alternative accommodation because they or their host contracts Coronavirus COVID-19, We will only pay alternative accommodation costs for the mandatory quarantine period. This benefit is limited to the cost of the alternative accommodation or \$250 per night (whichever is the lesser).
- 2. If the Insured Person contracts Coronavirus COVID-19 while travelling and can remain in their Pre-Booked accommodation during their isolation period, there is no benefit payable for costs the Insured Person would have otherwise incurred. If the Insured Person has to leave their Pre-Booked accommodation due to Coronavirus COVID-19 infection, any refund or credit available for their Pre-Booked and unused accommodation will be offset against the claim for isolation/quarantine accommodation.
- 3. If the Insured Person incurs additional travelling expenses (e.g. new airfares to travel post-recovery, any refund available on their original travel arrangements will be payable to Us or deducted from the claim. If any credit is available to the Policyholder or the Insured Person on unused original travel arrangements, this will be offset against any claim payable under this section for additional costs incurred.

- 4. This section will respond to medical, additional accommodation/quarantine/isolation and travel expenses necessarily incurred due to the Insured Person contracting or being exposed to Coronavirus COVID-19. It does not pay for costs which the Policyholder or the Insured Person would have always incurred e.g food, beverages and sustenance expenses. It also does not pay for discretional costs the Insured Person incurs during the isolation period including entertainment, alcohol, internet and phone charges etc.
- 5. General Exclusion 35 is waived in instances where the Insured Person is travelling to a destination for which the New Zealand Ministry of Foreign Affairs and Trade has in force a "Do not travel" warning which relates only to Coronavirus COVID-19. Where the "Do not travel" warning relates any other reason and/or in addition to Coronavirus COVID-19, General Exclusion 35 is not waived and We will not pay any claim arising from or related to travel to that destination.

## Exclusions Applicable to Section 28: Coronavirus COVID-19 Benefit

### We will not pay for any claim:

- 1. Which is excluded by section 1, section 5 and/or the General Exclusions applicable to this Policy.
- 2. Arising from the Policyholder or the Insured Person deciding to cancel the Journey because of potential exposure to Coronavirus COVID-19 or similar contagious disease.
- 3. Where the Policyholder, the Insured Person, the Insured Person's Partner or Close Relative cannot provide evidence of a positive Coronavirus COVID-19 diagnosis in the form of 1) a PCR test result; 2) a rapid antigen test (RAT) result performed under medical supervision; 3) written confirmation from a Medical Practitioner; or 4) evidence of registration on the relevant government register for positive Coronavirus COVID-19 cases (as applicable).
- 4. For cancelled travel arrangements and/or additional travel costs where the Insured Person is not able to provide evidence of 1) being subject to enforced government or public health authority quarantine/self-isolation/prevention of travel orders; or 2) having been denied boarding by the carrier with which the Insured Person was Pre-Booked to travel on the grounds of Coronavirus COVID-19 symptom identification (as applicable).
- 5. Arising from the Insured Person failing to follow government or public health authority quarantine/self-isolation orders or instructions.
- 6. For the cost of Coronavirus COVID-19 testing which is mandatory for travellers wishing to travel, enter or exit any region, area, state or country.
- 7. Arising from mandatory self-isolation or quarantine requirements which apply to travellers wishing to enter, travel through or cross over any area, border, region or country.
- 8. Arising from the Policyholder or the Insured Person neglecting to observe government, public health authority and/or World Health Organisation preventative and precautionary measures including vaccination, hygiene or social distancing guidelines.
- 9. For cancellation or curtailment of Pre-Booked travel within New Zealand if a state or territory government or relevant local authority imposes border restrictions and/or closes state or regional borders so that the Insured Person is prevented from travelling as planned due to the existence or perceived threat of Coronavirus COVID-19 transmission within the community of that state or region.
- 10. For cancellation or curtailment of an international Journey if the government of the country the Insured Person wishes to enter imposes border restrictions or closes its borders so that the Insured Person is prevented from travelling as planned and/or entering the country due to the existence or perceived threat of Coronavirus COVID-19 transmission.
- 11. For medical treatment which is self-administered and/or taken without medical direction or medical supervision.
- 12. In respect of accommodation costs arising from the Policyholder or the Insured Person's decision to self-isolate as a precautionary measure or where there is no official government or public health authority requirement for the Insured Person to self-isolate.
- 13. For accommodation costs incurred because the destination government or public health authority requires travellers to enter mandatory quarantine or self-isolation prior to entering, travelling through or crossing over any area, border, region or country. For the avoidance of doubt, if mandatory quarantine or self-isolation is required regardless of the Insured Person having contracted, been exposed to or suspected of having Coronavirus COVID-19, this exclusion applies.
- 14. Any claim where the Policyholder or the Insured Person cannot provide written proof of the need to incur medical or additional expenses.
- 15. Any claim arising or relating to a Coronavirus COVID-19 diagnosis which predates the purchase of the Policy.
- 16. Any claim arising or resulting from a Travel Service Provider rerouting, rescheduling or cancelling the Insured Person's Pre-Booked transport due to Coronavirus COVID-19 border closures or travel restrictions.

# | General Policy Exclusions

The following Policy exclusions apply to all sections of the Policy and all clauses, extensions and endorsements unless otherwise stated.

We are not liable under any section for claims in respect of or that result directly or indirectly from:

- 1. Any incident that does not occur during the Period of Insurance.
- 2. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion shall automatically be deemed inoperative if the Insured Person's presence in such country or area is attributable to:
  - (a) The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
  - (b) Involuntary diversion or transit due to force majeure, Hijack, Kidnap or the like, an Act of Terrorism or criminal act, provided always that at the time of the original occurrence or act the Insured Person was not within the confines of any country or area to which this exclusion was applicable, nor travelling to or from such country or area other than as provided for under (a).
- 3. With the exception of claims against section 1, 2, 3 and/or 5, any Act of Terrorism.
- 4. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or
  - (b) arising therefrom or any consequential loss any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - i. Pollution, Radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 5. Dispersal, application or release of pathogenic or poisonous biological or chemical materials.
- 6. Loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 7. The failure, fear of failure or inability of any equipment or any computer software to recognise, correctly interpret or process any date as its true calendar date or to continue functioning past that date.
- 8. Loss, theft or damage to property, or death, Illness or Bodily Injury if You fail to exercise Reasonable Care.
- 9. Any unlawful or dishonest act committed by the Policyholder and/or the Insured Person including any loss because of the Insured Person's legal detention or the legal confiscation or destruction of Your property.
- 10. Breach of any government prohibition or regulation including the failure to obtain and/or maintain a visa, work permit, passport or other relevant travel documents when You are required to do so.
- 11. The Insured Person's self-exposure to needless danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, provoked assault or fighting.
- 12. Loss arising from errors or omissions in the Insured Person's travel arrangements, failure to obtain vaccinations/inoculations, necessary travel permits, visas or documents that result in deportation and/or refusal of entry to the destination.
- 13. Failure of any travel agent, tour operator, accommodation provider, hire company or travel carrier to provide advertised services and/or facilities.
- 14. Any advice given, services provided or any acts or omissions of any third party service provider (other than as provided for under this insurance) including but not limited to medical providers, transport, security or legal services.
- 15. The Insured Person undertaking any manual or hazardous work whether paid or unpaid during the Journey unless specifically agreed by Us.
- 16. The Insured Person's chronic use of alcohol, substance abuse, prescription drug abuse or ingestion of non-prescription drugs or substances such as but not limited to marijuana, ecstasy, cocaine and heroin.
- 17. The Insured Person's impairment due to them having consumed too much alcohol
  - (a) which is evidenced by blood test results which show that their blood alcohol concentration level is 0.10% or higher; or
  - (b) taking into account the following:
    - i. the report of a Medical Practitioner or forensic expert;
    - ii. the witness report of a third party;
    - iii. their own admission; and/or
    - iv. the description of events the Insured Person provided to Us, Our investigators, the treating Medical Practitioner or other health care professional (such as paramedics, nurses and counsellors) as documented in their records.
- 18. Any cost which the Policyholder or the Insured Person would have incurred during the Journey if no claim had arisen including but not limited to food, beverages, sustenance expenses and/or discretionary costs such as entertainment, laundry, internet and phone charges.
- 19. Accommodation expenses for any period where the Policyholder and/or the Insured Person have not forfeited pre-paid accommodation except if the Insured Person is beyond their planned Journey end date and We agree that they are unable or unfit to travel.

- 20. Circumstances manifesting themselves between the date of booking the Insured Person's Journey and the date when You purchased this insurance.
- 21. Any expenses for which You cannot provide original receipts or invoices or for any loss which the Policyholder and/or the Insured Person cannot prove.
- 22. An event which occurs in a country or area that was not declared to and accepted by Us at Policy inception.
- 23. Use of a two-wheeled or three-wheeled motor vehicle during the Journey regardless if petrol, electric or otherwise powered (including but not limited to; Motorcycles, Mopeds and Scooters) unless;
  - (a) if You are the driver
    - i. You are wearing appropriate protective clothing and a helmet on Your head (this is irrespective of the law in the country You are in);
    - ii. You hold a current New Zealand motorcycle license valid for the same class of bike (if riding a Motorcycle);
    - iii. You hold a current New Zealand driver's license (if riding a Scooter or Moped where no motorcycle license is required);
    - iv. You hold a valid license for the country that You are riding in;
    - v. the engine capacity is no greater than 250cc (if You are riding a Motorcycle) and no greater than 100cc if You are riding a Scooter or Moped; and
    - vi. if electric powered, it has a maximum speed or is speed limited to 25 kilometres an hour or less.
  - (b) if You are the passenger
    - i. You are wearing appropriate protective clothing and a helmet on Your head (this is irrespective of the law in the country You are in);
    - ii. the driver holds a current motorcycle license valid for the same class of bike (if riding a Motorcycle);
    - i. the driver holds a current driver's license (if riding a Scooter or Moped where no motorcycle license is required);
    - ii. the driver holds a valid license for the country that You are riding in;
    - iii. the engine capacity is no greater than 250cc (if You are riding a Motorcycle) and no greater than 100cc if You are riding a Scooter or Moped; and
    - iv. if electric powered, it has a maximum speed or is speed limited to 25 kilometres an hour or less.
- 24. Consequential loss of any kind including loss of enjoyment or any financial loss (other than financial losses for which benefits are provided under this Policy).
- 25. Any loss which is recoverable under another scheme such as the New Zealand Accident Compensation Corporation, private health fund, workers compensation scheme, travel compensation fund or accident compensation scheme.
- 26. The Insured Person travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
- 27. Any Journey which is booked or commenced by the Insured Person:
  - i. Against the advice of a Medical Practitioner and/or where the Insured Person is unfit to travel;
  - i. Contrary to health and safety restriction(s) of an airline or carrier with whom the Insured Person has booked to travel;
  - iii. To obtain medical treatment or convalescent care; and/or
  - iv. After the Insured Person has been given a terminal prognosis.
- 28. Diving underwater during the Journey if the Insured Person is:
  - i. not qualified for the dive undertaken or not diving under licensed instruction;
  - ii. diving alone;
  - iii. diving in caves or ice diving; and/or
  - iv. diving to a depth greater than 30 metres.
- 29. The Insured's Person's participation in civil commotions or riots of any kind.
- 30. Any claim for death, Bodily Injury, Illness, disablement, loss or expense from the Insured Person's participation in any form of operational duties as a member of the armed forces.
- 31. The Insured Person's pregnancy:
  - i. after the 24th week of gestation; and/or
  - ii. if they have suffered pregnancy related illness/complications with this pregnancy (or a previous pregnancy) unless they have declared this to Us at the time of purchasing the Policy and We have agreed to provide cover; and/or
  - iii. for medical treatment and investigation that is normally conducted in respect of pregnancy or which is not for an unexpected, serious medical complication; and/or
  - iv. for the cost of childbirth (regardless of the cause and gestational stage); and/or
  - v. for the cost of medical treatment for the newborn(s).
- 32. The Insured Person's participation in contact sports, motor sports, hunting, pot-holing or caving, rodeo, hang gliding, paraponting/parapenting, microlight flying, BASE jumping, high diving, mountaineering or rock climbing necessitating the use of ropes and climbing equipment.
- 33. The Insured Person training for and/or participating in Professional Sport during the Journey unless declared to and accepted by Us.
- 34. Any claim arising from the Insured Person's participation in snow sport activities during the Journey (including but not limited to ski, snowboard, snow blade or skibob racing, ski jumping, the use of skeletons and bobsleighs, speed skating, ice hockey, heli-skiing, luging, ski acrobatics, ski flying, ski stunting, snow cat skiing, ski touring, ski Randonnée, snow mobiling or any snowsport) unless declared to and accepted by Us.

- 35. Any claim arising from the Insured Person travelling to, planning to travel to or choosing to remain in a country, region or destination for which a travel advisory warning of "Do not travel" has been issued by the New Zealand Government Ministry of Foreign Affairs and Trade and published on their website www.safetravel.govt.nz on or before the date of their scheduled travel to that country, region or destination. This exclusion is waived if the "Do not travel" warning relates only to Coronavirus COVID-19.
- 36. With the exception of cover provided under section 28, any claim caused by or resulting from:
  - a) Coronavirus disease (Coronavirus COVID-19);
  - b) Any mutation or variation of Coronavirus COVID-19;
  - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - d) Any mutation or variations of SARS-CoV-2;
  - e) Any Epidemic, Pandemic or mass outbreak of infectious disease;
  - f) Any fear or threat of a), b), c), d) or e) above.
- 37. Any Journey to Afghanistan, Belarus, Central African Republic, Chechnya, Cuba, Democratic Republic of Congo, Egypt, Iran, Iraq, Israel (West Bank, Gaza and Occupied Territories), Libya, Nigeria, North Korea, Russia, Somalia, South Sudan, Syria, Ukraine and / or Yemen.
- 38. Racing of any kind during the Journey (other than on foot).
- 39. The Insured Person's participation in ocean yachting during the Journey (i.e. 12 nautical miles/21.6km or more from land).
- 40. Additional travel expenses beyond the fare class the Policyholder or the Insured Person initially chose for the Journey, unless We agree that a different fare class is appropriate based on the written recommendation of the Insured Person's attending Medical Practitioner.
- 41. Any costs where the Policyholder and/or the Insured Person have not made every reasonable effort to recover from any Travel Service Provider, booking agent, travel agent and/or any other source from which compensation may be available.
- 42. Any part of any Journey which exceeds 6 months in duration unless agreed by Us in writing.
- 43. The breakdown or dissolution of any personal or family relationship.
- 44. Any Journey undertaken by an Insured Person who is aged 75 years or older at the date of Policy inception (unless declared to and accepted by Us).
- 45. Directors' and Executives' Private Travel which was not declared to and accepted by Us.
- 46. Circumstances which are excluded by the exclusions in each specific section of this Policy.

# | General Policy Conditions

The following Policy conditions apply to all sections of the Policy and all clauses, extensions and endorsements unless otherwise stated.

Each section of the Policy has conditions and they must be read in conjunction with the following General Conditions which apply to all sections unless otherwise stated. If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable, the remainder will be in full force and effect.

- 1. The Policyholder and the Insured Person must provide assistance and co-operate with Us and/or Our representatives including in obtaining or providing any records We deem necessary to evaluate the claim. In no event will We be liable to pay any claim hereunder unless the Policyholder and the Insured Person fully co-operate with Us and/or Our representatives in the investigation of a claim.
- 2. If the Policyholder and/or the Insured Person fail to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this Policy, it may prejudice Your and/or the Insured Person's entitlement to successfully claim under this Policy.
- 3. If You or anyone acting on Your behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, We may decline Your claim and cancel this Policy.
- 4. The maximum duration for any one continuous Journey shall not exceed 6 months. We will not cover the Policyholder and/or the Insured Person for any part of the Journey where it exceeds 6 months in duration unless agreed by Us in writing.
- 5. This Policy is issued on the condition that You have no knowledge of any other corporate travel Insurance in force except as specifically declared to Us at inception or agreed by Us during the Period of Insurance.
- 6. If the Insured Person has not returned to their Country of Residence before the expiration of a Journey for reasons which are beyond their control, this Policy will remain in force for up to a further three (3) months or until return, whichever is the earlier, without additional premium. In the event of the Insured Person being victim of Hijack or Kidnap, cover will continue whilst they are subject to the control of the person(s) or their associates making the Hijack and during travel direct to their Country of Residence and/or original destination up to 12 months from the date of Hijack.
- 7. This Policy is governed by the laws of New Zealand.
- 8. We shall not be deemed to provide cover and nor shall We be liable to pay any claim or provide any Benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, New Zealand, United Kingdom or United States of America.
- 9. All certificates, information and evidence required by Us will be provided at Your or the Insured Person's expense.
- 10. You and the Insured Person must take and cause to be taken all reasonable precautions to avoid injury, illness or disease; take all practicable steps to minimise loss/claim; safeguard insured property from loss, theft or damage; and to recover property that has been lost or stolen.
- 11. If, following the inception of cover and during the Period of Insurance, the Insured purchases in its entirety or creates any new branch, wholly owned subsidiary or associated company, cover shall automatically extend to such entity from the date of such purchase or creation at no additional premium. It is a condition of this Policy that following such event, the wage roll, number of Insured Persons or travel pattern shall not increase by more than 10%. Where such an event results in an increase of more than 10%, We agree to extend cover to that entity for fourteen (14) days during which time You shall provide relevant additional information including any information required by Us and pay any additional premium required by Us. If this information is not forthcoming after fourteen (14) days, cover in respect of the new entity shall be deemed to have never been in force.
- 12. Any material change in the Policyholder's business activities that involves increased risk must be notified to Us and agreed in writing. Further, any change to an Insured Person's occupation in which greater risk may be incurred than in the occupation originally disclosed must be notified to Us and agreed in writing. Failure to notify Us of these changes may result in the Policy not operating and any claim not being covered. Special terms may be applied and an additional premium may be required.
- 13. Only the Policyholder (the insured entity) can vary or cancel the Policy.
- 14. Any benefit payable under the Policy will be paid to the Policyholder (the insured entity) or if an Insured Person suffered the loss, that benefit will be paid to the Insured Person. Under no circumstances will We pay both the Policyholder and an Insured Person in respect of the same event or loss.
- 15. If the aggregate amount of all sums payable under this Policy exceeds the Aggregate Limit of Liability, the Benefits payable to the Policyholder or each Insured Person shall be proportionally reduced until the total of all Benefits payable hereunder is equal to the Aggregate Limit of Liability.
- 16. Directors' and Executives' Private Travel must be declared and accepted by Us. The percentage of Directors' and Executives' Private Travel must not exceed 40% of all declared Journeys.

# | Global Emergency Assistance

In case of emergencies, Go Insurance has a team of medical, insurance and travel specialists to help the Policyholder and the Insured Person 24 hours a day, seven days a week. Our dedicated team is multi-lingual and has a wealth of resources available to help when the Policyholder and the Insured Person need it most. Our emergency assistance team can assist with the following:

- Liaising with doctors and hospitals to ensure the Insured Person obtains necessary medical treatment.
- Attending to payment of hospital and treatment costs on Your behalf.
- Co-ordinating the Insured Person's return home if they are injured or fall ill and cannot continue their Journey.
- Repatriation and/or evacuation due to medical necessity.
- Providing assistance with lost or damaged Travel Documents.
- Providing emergency funds if necessary.
- Passing urgent messages to the Insured Person's family or travel agent.
- Helping to reschedule travel arrangements following an emergency if Your agent is unable to do so.
- Arranging travel for Close Relatives to travel to the Insured Person if necessary on medical grounds.
- Emergency travel arrangements.

Contact details for Our emergency assistance team are noted below.

|Telephone +64 9 918 2505

|Email sosnz@goinsurance.co.nz

Please have Your Policy number available when contacting Us in an emergency.

### | Claims Procedure

For all non-emergency claims, You must give Us notice of Your claim as soon as possible. You must complete a claim form and submit it to Us with original supporting documentation. Please ensure You take a copy of Your documentation before sending Your submission to Us. When completing the claim form, please provide as much information about Your claim as possible. This will assist Us in processing Your claim quickly.

All certificates, information and evidence required for the assessment of Your claim shall be provided at Your expense. You must prove Your loss and no claim will be admitted where You are unable to do so. As a minimum, all claims must be accompanied by the following (where possible and relevant):

- A copy of the Insured Person's passport ID page declaring their name, date and place of birth.
- A copy of the Insured Person's travel itinerary.
- The Property Irregularity Report for loss or damage whilst in the custody of a travel carrier. In the event of permanent loss, evidence of any compensation provided to You by the carrier.
- In the case of Personal Baggage, Valuables, Electronic Equipment, Travel Documents and Money claims, a written report from the police or other relevant authority.
- Repair report/quotation from a reputable repairer if a claimed item has been damaged.
- Proof of ownership/value for claimed items.
- In the case of medical expenses claims, a report from the attending Medical Practitioner detailing the condition together with invoices or receipts for costs incurred.
- Proof of expenses incurred as a direct result of the event giving rise to the claim.
- Any other documentation or information We reasonably and necessarily require to assess Your claim.

All claims should be addressed to:

Go Insurance PO Box 5964 Brendale Qld 4500 Australia

|Telephone +64 9 886 8484

|Email <u>claimsnz@goinsurance.co.nz</u>

YourCover Pty Ltd ABN 35 169 038 466 T/as Go Insurance (Go) is an Australian Financial Services Licensee (no. 461299) authorised by ASIC to deal in and provide general advice on insurance products.

This insurance is underwritten by Certain Underwriters at Lloyd's. These underwriters have authorised Go to act on their behalf to arrange, issue, vary and cancel insurance products.

# | CLAIMS CONDITIONS

These conditions apply to claims and are in addition to the General Conditions which apply to the Policy.

### Claim notification

You must advise Us of any possible claim as soon as reasonably practical and within one (1) calendar month of the Insured Person's return to their Country of Residence.

If there is a delay in claim notification, We may reduce the amount We pay by the amount of prejudice We suffer due to the delay.

### **Proof of loss**

You must prove Your claim. This means You must provide independent documentary evidence to prove that You have suffered a loss which is covered by the Policy.

You must also provide evidence to prove that You owned the claimed item, its age and value.

Where You are claiming reimbursement of costs incurred, You must provide Us with invoices and/or receipts to verify the expenditure.

You must give Us any documents, letters, notices, medical certificates, medical records and reports, itemised invoices, original receipts, rental agreements, repair quotes, tickets, baggage tags/receipts, proof Your device's IMEI (International Mobile Equipment Identity) number has been blocked, mobile call logs or any other documentation that We reasonably ask You to provide to evidence Your loss/claim. This will be at Your expense.

Where You cannot provide evidence or proof that We require, We may not pay Your claim or We may reduce the amount We pay.

Following notice of a claim, the Insured Person shall, when relevant to Our consideration of the claim, provide all authorisations necessary to obtain their medical records. We have the right to have the Insured Person examined by a physician and/or vocational expert of Our choice and at Our expense when and as often as We may reasonably request. If lawful, We may also arrange for an autopsy to be performed.

# **Claim Settlements**

Where You have incurred costs and are claiming reimbursement, We will pay the claim amount (less any applicable Excess) to the New Zealand bank account You nominate at the time of submitting Your claim.

If You ask Us to pay another party on Your behalf (e.g. a hospital or accommodation provider), this is subject to Our agreement. If We do not agree to pay another party on Your behalf, We will pay You the approved amount so that You can then pay the other party. Where We agree to pay another party on Your behalf, We will advise You whether You need to pay an Excess to Us so that we can pay the approved cost in full or whether You need to pay the Excess direct to the other party.

All claim settlements are calculated based on the official exchange rate that applied on the date the expense was incurred.

We may at Our option discharge any liability under this Policy by replacing or repairing any article(s) which have been lost or damaged or by issuing a credit voucher.

# **Benefits and Depreciation**

The most We will pay for a claim is the limit shown in the Certificate of Insurance (less any applicable Excess and/or depreciation).

In settling Your property claim, We may choose to pay any of the following:

- 1. the value of the claimed item at the date of loss, theft or damage (i.e. the item's market/used value);
- 2. the original cost price of the claimed item from which We will deduct an amount for wear and tear/loss of value;
- 3. the cost of repairing the claimed item; or
- 4. the applicable sub-limit.

If Your claim is for multiple items, We may choose to settle Your claim using a number of the above options. If We pay You the depreciated value of an item, the following rates of depreciation will apply.

Item	Rate
Clothing	15%
Footwear, sporting and leisure equipment	20%
Baggage, suitcases, backpacks and other items used to carry property	20%
Toiletries, personal care items, skincare products, make-up, cosmetics, perfume	50%
Medication and perishable items	50%
Valuables (as defined but not jewellery made with precious metals)	15%
Electronic Equipment (as defined) – aged less than 12 months	0%
Electronic Equipment (as defined) – aged more than 12 months	20%

The above depreciation rates apply to each year of age or part thereof up to a maximum of 80% of the item's original cost price.

For items not listed in the above table, We will apply the rate specified for the most similar type of item.

We will not pay more than the original cost price You paid for an item. To ensure a fair and reasonable settlement, We will take into account the type of item, its age, condition and the degree of damage sustained.

A pair or related set of items is considered to be one item, no matter the quantity. For example, a camera body and its lenses, tripod, and camera accessories (attached or not) are a single item. Other types of items We consider to be one item include a pair of hearing aids, a pair of earrings, and a necklace with a pendant. This rule applies to all types of items, regardless of their size or quantity.

### Other insurance and contribution

If at the time of any incident which results in a claim under this Policy, there is another insurance policy covering the same loss, damage, expense or liability, You must give us details.

If You make a claim under one insurance and You are paid the full amount of Your claim, You cannot make a claim under the other insurance. If You make a claim under any other insurance and You are not paid the full amount of Your claim, We will pay the difference, up to the amount this Policy covers You for, provided Your claim is covered by this Policy.

We may seek contribution to amounts We have paid, or must pay, from Your other insurer. You must give us any information We reasonably ask for to help Us make a claim from Your other insurer.

# Losses recoverable from non-insurance sources

If Your loss has been caused by another party, You are required to make every reasonable effort to recover Your loss from the responsible party. If that party does not pay You the full amount of Your claim, You can claim the difference under Your Policy (provided the loss is covered by the Policy).

If this Policy covers any loss, event or liability that is also covered under a health, medical or statutory scheme or otherwise recoverable via any other source, We will only pay the difference between what is payable by that alternative source and what You or the Insured Person would be entitled to recover under the terms of this Policy and where permitted by law.

### If You do not have Pre-Booked return travel arrangements

If an insured Journey is curtailed for any reason covered by this Policy and the Insured Person does not hold a ticket for return travel to their Country of Residence, the cost of a one-way ticket to their Country of Residence will be deducted from any settlement effected under this Policy. This deduction will be assessed as the published fare(s) available for purchase on the date of the Insured Person's early return to their Country of Residence and of comparable standard to their Pre-Booked travel arrangements.

### **Subrogation and recovery**

We are entitled at Our own expense to issue proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage for which We have indemnified You under this Policy. You must assist Us to obtain or pursue a recovery or contribution from a third party or insurers by providing all information and documentation We reasonably and necessarily require.

If You have suffered uninsured losses, We may agree to include these in any recovery action We decide to take. Where We agree to include Your uninsured losses, You may need to contribute to the legal costs We incur as a result.

You must not waive any right to seek compensation from a party who is responsible for causing You loss, damage or liability. If You enter into any agreement to waive the responsible party's liability to You for loss, damage or liability, We may not compensate You.

#### Claim settlement refunds

You must refund any amounts that We have paid to You or on Your behalf that are not covered by this insurance within one calendar month of Our request or as soon as reasonably possible.

If We accept Your claim and You later receive compensation from any other source for the same losses/costs, You must reimburse Us the amount You receive from the other source (up to the amount We paid for Your claim).

If We pay You for lost or stolen property and it is subsequently recovered and returned to You, You must reimburse Us the amount We paid to You for that loss.

If You are entitled to a refund in respect of forfeited Pre-Booked travel arrangements and We have incurred costs for You to travel other than as scheduled, You must transfer or pay the refund to Us.

### Salvage

Any items which become the subject of a claim for loss or damage must be retained and not disposed of. If required, You must forward damaged items to Us for Our inspection at Your own expense. All such items will become Our property following acceptance and settlement of Your claim.

We may dispose of the item(s) or We may sell them and retain the proceeds. We may also agree to sell the item(s) to You provided You agree to pay market value.

### | Complaints and dispute resolution

We understand there may be occasions where You are dissatisfied about Your experience with Us, Our product or Our service. If You have any concerns or wish to make a complaint in relation to this Policy or Our services, please let Us know and We will attempt to resolve Your concerns in accordance with Our internal dispute resolution procedure. Please contact Go Insurance in the first instance:

**Telephone** +64 9 886 8484

Email <u>customerrelationsnz@goinsurance.co.nz</u>

We will acknowledge receipt of Your complaint within 5 business days and do Our utmost to resolve the complaint to Your satisfaction within 10 business days, unless We require further information in which case, We will agree an alternate time frame with You.

If We cannot resolve Your complaint to Your satisfaction, You can escalate the matter to Lloyd's General Representative in New Zealand:

Lloyd's General Representative in New Zealand Email: <a href="mailto:IDRNewZealand@lloyds.com">IDRNewZealand@lloyds.com</a>

Telephone: +64 4 472 7582

Post: PO Box 5639 Wellington New Zealand

Following receipt of Your complaint, You will be advised whether Your dispute will be handled by the Complaints team at Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to You.

A final decision will be provided to You within two months of the date on which You first made the complaint unless certain exceptions apply.

If Your complaint is not resolved in a manner satisfactory to You or We do not resolve Your complaint within two months of originally receiving it, You may refer the matter to the Insurance and Financial Services Ombudsman (IFSO). IFSO can be contacted as follows:

|Telephone: <u>0800 888 202</u> or <u>+64 4 499 7612</u>

|Email: info@ifso.nz or via their website www.ifso.nz | Post: PO Box 10-845 Wellington New Zealand

Your complaint must be referred to IFSO within 3 months of the final decision, unless IFSO considers special circumstances apply. If Your complaint is not eligible for consideration by IFSO, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

## | Service of suit

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to New Zealand law and practice and the Underwriters will submit to the jurisdiction of any competent Court in New Zealand;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's General Representative in New Zealand

Level 29

Plimmer Towers

2-6 Gilmer Terrace

Wellington 6011

New Zealand

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

### | Your privacy

We are committed to protecting the privacy of the personal information You provide to Us. We collect, hold, use and disclose Your personal information in accordance with the Privacy Act 2020 and in accordance with other applicable privacy laws.

### Collection of personal information

We only collect, hold, use and disclose personal information where it is necessary for legitimate business purposes, or where there is a legal requirement to do so. We collect personal information directly from You unless it is unreasonable or impracticable to do so. Where You provide personal information about other individuals, You must make them aware that You will provide this information to Us; the types of persons and entities to which the information will be available; and the purposes for which We and those to whom We disclose the information will use it. You must also make them aware that they can access the information We receive from You.

We collect and use personal information for a number of reasons which include but are not limited to:

- Evaluating Your application for insurance;
- Evaluating any request You make to vary, extend or amend Your Policy;
- Issuing and managing the insurance cover We provide to You; and
- Investigating and managing any claims You make against Your Policy.

If You do not provide Us with this information or any additional information We request, We may not be able to process Your application, offer You insurance cover or respond to any claim.

### Use or disclosure of personal information

The personal information We collect can be used or disclosed for any purpose connected to Our activities but only where You would reasonably expect for this to occur. When necessary and in relation to the above noted activities, We may need to disclose the personal information We collect to:

- Our relevant employees and agents involved in delivering Our services;
- Medical emergency companies and service providers such as claims handlers, investigators, hospitals, medical and health professionals;
- facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- the insurance companies with whom We transact business;
- the Lloyd's Syndicates We represent (which are located in the United Kingdom);
- insurance reference bureau or credit reference bureau; and
- reinsurers or reinsurance brokers (which may include reinsurers located outside of New Zealand).

We may also use or disclose Your personal information if it is required by a New Zealand law or a court/tribunal order.

### Disclosure of personal information to overseas recipients

If We are required to disclose personal information outside New Zealand, We will ensure that:

- a) the overseas recipient complies with the New Zealand Privacy Act in relation to the information, or
- b) the overseas recipient of the information is subject to a law that has the effect of protecting the information in a substantially similar way to the way in which the New Zealand Privacy Act protect the information.

# Security of personal information

We are committed to protecting personal information We hold from misuse, interference and loss, as well as unauthorised access, modification or disclosure.

### Access to and correction of personal information

You may request access to Your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). In some circumstances We may not agree to provide access to some or all of the information We hold when We are legally entitled to do so. In such cases We will inform You of the reason for this circumstance. If You would like to access a copy of Your personal information or You wish to correct or update Your personal information, please also contact Us on Email - information@goinsurance.co.nz or phone +64 9 886 8484.

### Use of personal information for marketing

We may use Your personal information to send You details of new insurance products or other insurance related information unless You have indicated to Us that You do not wish to receive such information. If You do not wish to receive future marketing material from Us, please contact Us on <a href="mailto:information@goinsurance.co.nz">information@goinsurance.co.nz</a> or phone +64 9 886 8484.

By completing Your application for this Policy, You agree to Us using and disclosing Your information as set out above. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving written notice by emailing <a href="mailto:information@goinsurance.co.nz">information@goinsurance.co.nz</a>. If You have any queries about Our privacy policy and how it affects You, please contact Us.