



# TRAVEL AND ACCIDENT INSURANCE POLICY

Certificate of Insurance Wording

MARCH 2024

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## 1. TRAVEL INSURANCE CERTIFICATE OF INSURANCE WORDING

This Certificate of Insurance consists of the proposal (if any) completed and signed by the Certificate of Insurance holder, the Schedule of Insurance, the Certificate of Insurance terms, and conditions (the Travel Insurance Certificate of Insurance Wording) and any amendments or endorsements attached.

This Certificate of Insurance will not be valid unless a Schedule of Insurance signed by an Authorised Representative of the Coverholder (Insurance Wholesale Limited) is attached.

Certain words and phrases that appear in bold print have special meanings. Definitions appear in the General Definitions section and in the various Coverage Sections of this Certificate of Insurance. Please read this Certificate of Insurance carefully.

Throughout this Certificate of Insurance, the words “You”, and “Your” refer to the Certificate of Insurance holder shown in the Schedule of Insurance. The words “We”, “Us” and “Our” refer to the Underwriters providing this insurance.

All cover is subject to You paying or agreeing to pay the premium, and is subject to the terms, **conditions and exclusions of the Certificate of Insurance, including the Schedule of Insurance.**

### 1.1 Duty of Disclosure

#### 1.1.1 Your Duty of Disclosure

Before you enter into a contract of insurance with an insurer, You have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know, is material to the insurer’s decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before You renew, extend, vary or reinstate a contract of general insurance, when you make a claim and when your circumstances change.

You are to give Us notice in writing as soon as possible of every change materially varying any of the facts or circumstances existing at the commencement of this insurance. This includes, for example:

- Any criminal convictions.
  - Any previous refusal by an insurance company to insure you.
  - Any previous claims, including any claims that were declined by an insurance company.
  - Any current or previous bankruptcy, receivership or liquidation.
- In addition for your travel insurance examples of material facts include:
- Any pre-existing medical conditions or symptoms.
  - All countries where you are travelling, including any changes to your itinerary.
  - The country you normally reside in.
  - The length of time you are seeking cover for.
  - Whether the insured travel is for personal, or business, or both purposes.
  - Any high-risk activities you will be engaging in (for example, extreme sports and winter sports).

Your duty, however does not require disclosure of a matter:

- (a) That diminishes the risk to be undertaken by the underwriter;
- (b) That is common knowledge;
- (c) That Your insurer knows or, in the ordinary course of his/hers business, ought to know; and
- (d) Any circumstance as to which information is waived by the insurer.

These lists do not include everything that we may need to know. Please ask us for help if you are not sure what information is relevant. Giving us this information does not necessarily mean your application or claim will be declined. It helps us assess the risks we are insuring you for.

#### 1.1.2 Who needs to tell Us

You must answer Our questions in this way for You and for anyone else whom You want to be covered by this Certificate of Insurance.

#### 1.1.3 Non-disclosure

If You fail to comply with Your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract from the start date of your policy. We will respond reasonably in relation to non-disclosure.

## 1.2 Operation of Cover

**1.2.1** The cover provided by this Certificate of Insurance will only apply during the Period of Insurance stated in the Schedule of Insurance. This may be further limited by the 'Operation of Cover' stated in the Schedule of Insurance.

**1.2.2** If no 'Operation of Cover' is stated, then the cover provided by this Certificate of Insurance will apply continuously during the Period of Insurance. There may be some sections of your cover which only operate during or in connection with a Journey. If no Journey is specified in the 'Operation of Cover' (as stated in the Schedule of Insurance), then that section will not provide any cover.

## 1.3 General Definitions

In this Certificate of Insurance:

<b>Accidental Bodily Injury</b>	means any injury to the body of an Insured Person caused by an Accident which occurs during the Period of Insurance but does not include any condition which is a Sickness or Disease or any degenerative condition.
<b>Accident or Accidental Assistance Provider</b>	means a sudden, unforeseen and unexpected event, happening by chance. means Global24 or such other organisation as We may designate from time to time.
<b>Civil War</b>	means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, included in the definition is a med rebellion, revolution, sedition, insurrection, coup, the consequences of martial law.
<b>Close Business Associate</b>	means either: a fellow employee of the Insured Person whose duties and responsibilities directly affect the Insured Person's work; or a business associate not a fellow employee where the business relationship with the Insured Person necessitates the immediate return of the Insured Person.
<b>Country of Residence</b>	means the country of which the Insured Person is a citizen or permanent resident (i.e., holder of a multiple entry visa or permit which gives the Insured Person resident rights in such country); or the country in which the Insured Person is residing on an overseas expatriate assignment.
<b>Dependent Child/Children</b>	means the Insured Person's unmarried dependant children who are under 19 years of age and living with the Insured Person, or under 25 years of age and are full-time students at an accredited institution of higher learning and primarily dependant upon the Insured Person for maintenance and support. This includes step or legally adopted children.
<b>Event</b>	all instances of Accidental Bodily Injury and/or losses arising out of and directly occasioned by one sudden, unexpected, unusual, and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instances of Accidental Bodily Injury and/or losses attributable to a cause occurring outside such period and/or radius shall be included in that event.
<b>Excess</b>	means the first amount of each and every claim that the Insured or Insured Person shall pay.
<b>Insured</b>	means the organisation stated as the Insured in the Schedule of Insurance.
<b>Insured Persons</b>	whether in the singular or the plural, means the person(s) who come within the description of Insured Persons stated in the Schedule of Insurance, who are nominated by You from time to time and for whom premium has been paid or agreed to be paid.

**Journey**

means any journey which:

commences during the Period of Insurance;

is undertaken on Your behalf for a business purpose; is authorised by You; begins and ends in the Insured Person's Country of Residence; and does not exceed the maximum Journey period as stated in the Schedule of Insurance.

a Journey includes associated holiday travel for all Insured Persons and all overseas leisure travel for Your Directors, Chief Financial Officer, Chief Executive Officer, Chief Operating Officer, Company Secretary and their Spouse/Partner and Dependant Children if they are Insured Persons, however the Journey for unaccompanied Spouse/Partner and dependant children cannot exceed 30 days.

a Journey commences at the time the Insured Person leaves the Insured Person's normal place of residence or work, whichever is the place of departure for the Journey, and ends at the time the Insured Person returns to the Insured Person's normal place of residence or work, whichever occurs first.

a Journey does not include any normal commutation travel between the Insured Person's normal place of residence and normal place of work.

**Operation of Cover**

means the extent, nature and period of cover stated on the Schedule of Insurance during which the Insured is covered by the terms and conditions of this Certificate of Insurance.

There are some sections of your cover which only operate during or in connection with a Journey. If no Journey is specified in the 'Operation of Cover' (as stated in the Schedule of Insurance), then that Coverage Section will not provide any cover.

**Period of Insurance**

subject to the following, means the period stated in the Schedule of Insurance, as limited by the Operation of Cover stated in the Schedule of Insurance. If any Insured Person commences a Journey during the Period of Insurance which is covered under this Certificate of Insurance, then in respect of the Insured Person only, the Period of Insurance is extended until the Journey ends provided that the extension does not apply in the case of coverage in respect of War or Civil War.

**Physician**

means any suitably qualified medical practitioner registered by the General Medical Council in New Zealand (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the New Zealand Dental Association (or foreign equivalent) and who is not an Insured Person, a Relative of an Insured Person or an employee of the Insured.

**Pre-existing Medical Condition**

means any sickness, dental condition, injury, defect or disease or any other medical condition for which advice, treatment, medication or investigation has been received or prescribed in the 12 months prior to the insured becoming an eligible class of Insured Person as described on the Certificate of Insurance which may or may not be of a recurring or ongoing nature or any complication directly or indirectly attributable to it; and/or - of which You are aware, or the symptoms of which You are aware, or could reasonably be expected to have been aware at the time of becoming an eligible class of Insured Person as described on the Certificate of Insurance.

**Relative**

means the Insured Person's Spouse, parent, parent-in-law, , step-parent, child, step-child, grandchild, brother, brother in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew of the Insured Person, provided such person(s) resides in the Insured Person's Country of Residence.

<b>Sickness or Disease</b>	means illness or disease which occurs during the Period of Insurance stated in the Schedule of Insurance, which is the direct and independent cause of loss for which a claim is made under this Certificate of Insurance, and which requires the attendance of a Physician.
<b>Spouse</b>	means the husband or wife of the Insured Person or any partner with whom the Insured Person has continuously lived during the three months immediately prior to the commencement date of the Journey.
<b>Underwriters</b>	means Certain Underwriters at Lloyd's of London.
<b>War</b>	means armed opposition, whether declared or not, between two countries.

## 1.4 General Exclusions

Applicable to all Coverage Sections

- 1.4.1** We will not be liable for any claim or loss under this Certificate of Insurance caused by or arising out of:
- (a) An Insured Person travelling in any unlicensed aircraft or flying or engaging in any other aerial activity as part of the aircraft's crew;
  - (b) An Insured Person participating in or training for any professional sport;
  - (c) Suicide, attempted suicide or any deliberately self-inflicted injury;
  - (d) Radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process for nuclear fission;
  - (e) Any sexually transmitted disease;
  - (f) Any criminal act or intentional illegal act committed by You or the Insured Person;
  - (g) The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
  - (h) Deliberate exposure to exceptional danger (except in an attempt to save human life);
  - (i) An Insured Person travelling to a country or territory to which the New Zealand Ministry of Foreign Affairs and Trade or equivalent authority in the Insured Person's Country of Residence advises against all travel. Such reference can be made via <https://www.safetravel.govt.nz/travel-advice-levels>.
- 1.4.2** War or Civil War
- a. Our aggregate limit of liability under all sections in respect of all claims or related claims arising out of War or Civil War shall be the amount stated in the Certificate of Insurance Schedule of Insurance.
  - b. Our liability ceases at the end of the Period of Insurance stated in the Schedule of Insurance, regardless of whether a Journey has been completed or not.
- 1.4.3** Passive War Clause
- Notwithstanding any provision to the contrary within this insurance or any thereto it is agreed that this insurance does not cover claims in any way caused or contributed to by War, whether war be declared or not, hostilities or any act of war or civil war:
- 1. When the insured person is taking an active part therein; or
  - 2. In the insured's or Insured Person's country of domicile.
- 1.4.4** Age Limits
- The Certificate of Insurance does not cover any Insured Person unless he or she at the start of the Period of Insurance is under eighty (80) years of age. If the Insured Person turns eighty (80) years of age during the policy period they will remain covered until renewal.
- 1.4.5** Epidemic
- an actual or likely epidemic or pandemic, or the threat of an epidemic or pandemic. Refer to [www.who.int](http://www.who.int) for further information on epidemics and pandemics;

## **1.5 General Conditions**

Applicable to all Coverage Sections

### **1.5.1 Other Insurance**

You must inform Us of any other insurance which may also provide cover for You or the Insured Person for the circumstances of any claim under this Certificate of Insurance.

To the extent that any loss insured under this Certificate of Insurance is insured under any other insurance, then to the extent to which it is permitted by law, coverage is only provided under this Certificate of Insurance for such loss.

### **1.5.2 Assignment and Beneficiary Change**

No assignment of interest under this Certificate of Insurance shall be binding on Us unless and until the original or a duplicate thereof is filed with Us. We assume no responsibility for the validity of an assignment. No Beneficiary change under this Certificate of Insurance shall bind Us unless We receive written notice of such change.

### **1.5.3 Entire Contract/Alteration**

This Certificate of Insurance shall not be modified except by written amendment or endorsement attached hereto.

### **1.5.4 Examination of Books and Records**

We may examine Your records relating to the insurance under this Certificate of Insurance at any time during the Period of Insurance and up to three (3) years after the Certificate of Insurance expiration, or until final adjustment (if any) and resolution of all claims under the Certificate of Insurance.

### **1.5.5 Applicable Law and Jurisdiction**

This Certificate of Insurance shall be governed and construed in accordance with the laws of New Zealand. Any dispute under this Certificate of Insurance shall be resolved in accordance with the laws of New Zealand.

### **1.5.6 Limits of Liability and Deductions**

This Certificate of Insurance is subject to the Limits of Liability and Deductible Amounts stated in the Schedule of Insurance.

### **1.5.7 Territory**

Worldwide. Please see 1.5.13 'Sanction Limitation and Exclusion clause' which provides territorial limitations to the insurance coverage.

### **1.5.8 Subrogation**

If We make any payment under this Certificate of Insurance, then to the extent of that payment, We may exercise any rights of recovery held by You or the Insured Person. You and the Insured Person must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

### **1.5.9 Cancellation**

You can cancel this insurance at any time by writing to Your broker. We can cancel this insurance by giving You thirty (30) days' notice in writing.

If You cancel this insurance within fourteen (14) days then provided You have not made a claim, We will refund in full any premium You have paid.

If this insurance is cancelled after fourteen (14) days then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis subject to a minimum amount of \$150.

If We pay any claim, in whole or in part, then no refund of premium will be allowed.

### **1.5.10 Currency**

All amounts shown are in New Zealand dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published by the Reserve Bank of New Zealand on the date the expense is incurred or loss is sustained.



### **1.5.11** Aggregate Limits of Liability

- (a) Except as provided in (b) Our total liability for all claims in respect of any one Event, shall not exceed the amount stated in the Schedule of Insurance.
- (b) Our total liability for all claims directly arising out of air travel in aircraft whose flights are not conducted in accordance with the fixed schedules to and from fixed terminals over specific routes, shall not exceed the amount stated in the Schedule of Insurance.

### **1.5.12** Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **1.6 Claims Procedures**

### **1.6.1** Notice of Claim

Any occurrence or loss which may give rise to a claim under this Certificate of Insurance should be reported to Us in writing within thirty (30) days after the occurrence or loss

However the Assistance Provider must be informed as soon as reasonably possible of any circumstance likely to give rise to a claim for Medical Emergency Assistance (see Section 3.4) or Political, Natural Disaster Evacuation (see Section 11.4).

For general claims email: [TAIClaims@gbtpa.co.nz](mailto:TAIClaims@gbtpa.co.nz) or call 0800 858 563

For emergency assistance contact Global24

Phone: +61 2 9312 5168

Email: [assistance@global24.com.au](mailto:assistance@global24.com.au)

Failure to furnish notice within the time provided in the Certificate of Insurance shall not invalidate any claim if it can be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

When you make a claim, we will acknowledge receipt within 5 business days of receiving your claim, and determine whether or not to accept your claim within 10 business days of the date we have all the information we need to determine your claim. We may not always be able to determine whether or not to accept your claim within 10 business days. You might have a complex claim which takes us longer to evaluate, or we might depend on receiving information from third parties.

### **1.6.2** Proof of Loss

Written Proof of Loss must be given to Us as soon as possible and, in any event, within thirty (30) days after receipt of Notice of Claim, together with original copies of all relevant documentation.

You or the Insured Person shall, at Your or his expense, provide us with such certificates, information and evidence as We may from time to time require, in a form prescribed by Us.

### **1.6.3** Physical Examination and Autopsy

Provided that We give reasonable notice, We shall be allowed to have any Insured Person medically examined or, in the event of an Insured Person's death, a post mortem examination carried out at Our expense.

### **1.6.4** Claim Investigation

In the event of a claim, We may make any investigation We deem necessary, and both You and the Insured Person shall cooperate fully with such investigation. Failure by You or the Insured Person to cooperate with Our investigation may result in denial of the claim or cancellation of the Certificate of Insurance.

### **1.6.5** Payment of Claim

Indemnity for Accidental death of the Insured Person will be paid to You or as You direct.

Unless otherwise specified in a particular Coverage Section, all other indemnities shall be payable to the Insured Person.

### **1.6.6 Fraudulent Claims**

If the Insured or Insured Person shall make any claim knowing the same to be false or fraudulent, as regards to amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

## **1.7 Privacy Statement**

Insurance Wholesale Limited is committed to protecting your privacy. Insurance Wholesale Limited collects, uses and retains your personal information in accordance with the principles of current relevant legislation.

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

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

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Compliance Officer. From time to time, Insurance Wholesale Limited may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below. If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Compliance Officer on +64 21 935 788 or email [inbox@insurancewholesale.co.nz](mailto:inbox@insurancewholesale.co.nz). If you have a complaint or want more information about how Insurance Wholesale Limited is managing your personal information, please contact the Compliance Officer, Insurance Wholesale Limited, PO Box 290 Silverdale 0944.

## **1.8 Complaints**

If You have cause for complaint in relation to Your Certificate of Insurance or the standard of service agreed You should, in the first instance, contact Your broker. Your broker has 10 business days to attempt to resolve the complaint.

Should you remain dissatisfied with the initial complaint response received, you may if you wish, refer your complaint to Lloyd's Australia, who will investigate and assess your complaint further. Lloyd's contact details are as follows:

### **Lloyd's Australia Limited**

Level 9, 1 O'Connell St

Sydney NSW 2000

Phone: (02) 8298 0783

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Lloyd's Australia will at this time initiate a full review and provide you with an acknowledgment within 5 business days. Lloyd's Australia will then aim to issue a final response within 10 business days.

Should you remain dissatisfied with Lloyd's Australia's final response you may now have the right to refer your complaint to the Insurance & Financial Services Ombudsman Scheme:

## Insurance & Financial Services Ombudsman Scheme

PO Box 10-845  
Wellington 6143  
NEW ZEALAND

Level 8, Shamrock House  
79-81 Molesworth Street  
Wellington  
Phone: 04 499 7612  
Email: info@ifso.nz

## 2. COVERAGE SECTION - PERSONAL INJURY

### 2.1 Description of Cover

If, while on a Journey during the Period of Insurance, an Insured Person suffers Accidental Bodily Injury which results within twelve (12) months in any event described in the Table of Benefits, We will pay You or the Insured Person the Benefit Amount stated in the Table of Benefits.

### 2.2 Exposure and Disappearance

**2.2.1** We will also pay You the Benefit stated in the Table of Benefits if, as the result of such an Accidental Bodily Injury, the Insured Person is exposed to the elements and as the result of that exposure within 12 months suffers an event set out in the Table of Benefits.

**2.2.2** If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which he was travelling, death will be presumed in the absence of any evidence to the contrary. The Death Benefit Amount set out in the Table of Benefits shall become payable subject to a signed undertaking by the Beneficiary that if the insured Person is subsequently found alive, such Death Benefit Amount shall be refunded to us.

### 2.3 Definitions Applicable to Coverage Section - Personal Injury

**Employment Training Expense**

means the reasonable actual costs incurred by a Spouse for tuition, fees, room and board charged by an Institution of Higher Learning. Employment Training Expense also means costs for required books or course supplies. These costs must be incurred by the Spouse to attend an Institution of Higher Learning for the purpose of obtaining or refreshing skills needed for Employment.

**Fingers or Toes**

whether in the singular or plural, means the digits of a hand or foot.

**Income**

means the average weekly gross income net of business expenses, earned by an Insured Person through personal exertion during the twelve (12) months immediately preceding the Accidental Bodily Injury or Sickness, but does not include bonuses, commission, overtime payments and any allowances. Where an Insured Person has elected to salary sacrifice his Income, weekly gross income shall be deemed to mean the total cost of employment inclusive of such items salary sacrificed.

**Institution of Higher Learning**

means any accredited public or private college, university, tertiary institution, professional trade or vocational school beyond Year 12.

**Limb**

whether in the singular or plural, means an arm at or above the wrist or a leg at or above the ankle.

**Paraplegic**

means total paralysis of both legs and part or whole of the lower half of the body.

**Permanent**

as used with respect to disablement, means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**Quadriplegia**

means total paralysis of both legs and arms.

**Total Permanent Disablement**

means the inability of the Insured person to engage in a substantial part of his usual occupation or employment.

**Temporary Total Disablement**

means the inability of the Insured person to engage in his usual occupation or employment.

**Total Disablement**

means disablement which entirely prevents the Insured Person from engaging in his usual occupation or employment, or any other occupation or employment for which he is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of his life.

**2.4 Table of Benefits**

<b>BENEFIT</b> Accidental Bodily Injury resulting in:		<b>THE BENEFIT AMOUNT</b> (each Insured Person) Being a percentage of the Personal Injury Sum Insured stated in the Schedule of Benefits.
<b>1</b>	Death	100%
<b>2</b>	Permanent Total Disablement	100%
<b>3</b>	Permanent Paraplegia or Quadriplegia	100%
<b>4</b>	Permanent and incurable paralysis of all limbs	100%
<b>5</b>	Permanent Total loss of sight of one or both eyes	100%
<b>6</b>	Permanent Total loss of use of one or more limbs	100%
<b>7</b>	Permanent and Incurable Insanity	100%
<b>8</b>	Permanent Total loss of the lens of: both eyes one eye	100% 50%
<b>9</b>	Permanent Total loss of hearing of: both ears one ear	80% 20%
<b>10</b>	Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body	80%
<b>11</b>	Permanent Total loss of use of four fingers and thumb of either hand	80%
<b>12</b>	Permanent Total loss of use of four fingers of either hand	50%
<b>13</b>	Permanent Total loss of use of fingers of the thumb of either hand: both joints one joint	30% 15%
<b>14</b>	Permanent Total loss of use of toes of either foot: three joints two joints one joint	10% 7.5% 5%
<b>15</b>	Permanent Total loss of use of toes of either foot: all - one foot great - both joints great - one joint other than great - each toe	15% 5% 3% 1%

<b>BENEFIT</b> Accidental Bodily Injury resulting in:		<b>THE BENEFIT AMOUNT</b> (each Insured Person) Being a percentage of the Personal Injury Sum Insured stated in the Schedule of Benefits.
<b>16</b>	Fractured leg or kneecap with established non-union	10%
<b>17</b>	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% (up to \$10,000 in total for all teeth)
<b>18</b>	Shortening of leg by at least 5cm	7.5%
<b>19</b>	Permanent Partial Disablement not otherwise provided for under Benefits 8 to 18	Such percentage of the Personal Injury Sum Insured as We at Our absolute discretion determine being in Our opinion not inconsistent with the Benefit Amount provided under Benefits 8 to 18. The maximum amount payable under Benefit 19 is \$50,000.
<b>20</b>	Temporary Total Disablement	The Weekly Benefit Amount stated the Schedule of Insurance or the 75% of the Insured Person's Income, whichever is less payable up to the Maximum Benefit Period specified in the Schedule of Insurance after expiry of the Excess period shown in the Schedule of Insurance from the date on which the Insured Person first became disabled.
<b>21</b>	Temporary Partial Disablement	a) If the Insured Person returns to work in a reduced capacity, The Benefit Amount Payable shall be the difference between the Compensation payable for Benefit 20 per week and the weekly Income earned from personal exertion per week; or b) If the Insured Person does not return to work, The Benefit Amount Payable shall be 25% of the Compensation payable for Benefit 20 per week. c) Benefit is payable up to the Maximum Benefit Period specified in the Schedule of Insurance after expiry of the Excess period shown in the Schedule of Insurance from the date on which the Insured Person first became disabled.
<b>22</b>	Broken Bone Benefits – Accident Bodily Injury: Neck or spine (full break) Hip, pelvis Skull, shoulder blade Collar bone, upper leg Upper arm, kneecap, forearm, elbow Lower leg, jaw, wrist, cheek, ankle, hand, foot Ribs (per rib) Thumb, Finger, Toe (per thumb, Finger, Toe) Maximum Compensation any one Accident	\$5,000 \$2,500 \$1,000 \$1,000 \$750 \$500 \$200 \$150 \$5,000

## **2.5 Escalation of Claim Benefit**

**2.5.1** After payment of the Benefit Amount under Benefits 20 and 21 continuously for twelve (12) months, the Benefit Amount will be increased by 5 per cent per annum compound.

## **2.6 Recurrence of Temporary Total Disablement or Temporary Partial Disablement**

**2.6.1** If, as a result of Accidental Bodily Injury the Benefit Amount is payable under Benefit 20 or 21 of this Certificate of Insurance, and if while this Certificate of Insurance is in force an Insured Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of Temporary Total or Temporary Partial Disablement shall be deemed a continuation of the prior period of disablement unless between such periods of disablement the Insured Person has performed occupational duties on a full time basis for at least six continuous months, in which event such Temporary Total or Temporary Partial Disablement shall be deemed the result of a new Accidental Bodily Injury and be subject to a new Excess period and Maximum Benefit Period.

## **2.7 Rehabilitation Expenses**

**2.7.1** After payment of the Benefit Amount under Benefit 20 and or 21, We will pay for expenses incurred for tuition or advice from a licensed vocational school obtained by the Insured Person, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Insured Person's attending Physician.

**2.7.2** The Benefit Amount payable will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of 26 weeks.

## **2.8 Domestic Help Expenses for Accompanying Spouse/Partner**

**2.8.1** Should the Accompanying Spouse be a non-income earner prior to sustaining Accidental Bodily Injury, Compensation shall be payable under Benefit 20 and or 21 up to 85% of the actual cost of Domestic Help, including childcare and outdoor household activities, certified as necessary by a Physician subject to a maximum of \$500 per week and not exceeding 26 weeks for any event. The Domestic Help may not be performed by a person who is a Relative of the Insured Person.

## **2.9 Spouse Employment Training Expense**

**2.9.1** We will reimburse Spouse Employment Training Expense up to the Benefit Amount if an Insured Person, whilst on a Journey during the Period of Insurance, suffers Accidental Bodily Injury resulting within twelve (12) months in Death. The Benefit Amount for Spouse Employment Training Expense is payable in addition to any other applicable Benefit Amount payable under this Certificate of Insurance.

**2.9.2** This benefit applies only if the surviving Spouse incurs Employment Training Expense within twenty-four (24) months following the date of the Insured Person's death and the Benefit Amount payable will be limited to the actual costs incurred not exceeding \$10,000.

## **2.10 Conditions Applicable to Coverage Section - Personal Injury**

**2.10.1** A Benefit Amount will not be payable for more than one of the Benefits 1 to 19 in respect of the same Accidental Bodily Injury.

**2.10.2** Any Benefit Amount payable for Benefits 1 to 19 or 22 shall be paid in addition to any Benefit Amount already paid for under Benefits 20 and 21 in respect of the same Accidental Bodily Injury.

**2.10.3** After the occurrence of any of the Benefits 2 to 8(a), all cover with respect to that Insured Person under this Coverage Section shall cease.

**2.10.4** No Benefit Amount shall be payable:

(a) for Benefits 20 and 21 for any Insured Person unless he or she at the date of the claim is under sixty-five (65) years of age.

(b) For Benefit 2 for any Insured Person unless he or she at the date of the claim is under seventy (70) years of age.

(c) at all unless the Insured Person shall as soon as possible after the happening of an Accidental Bodily Injury giving rise to a claim under this Coverage Section, procure and follow proper medical advice from a Physician.

- 2.10.5** If as a result of an Accidental Bodily Injury the Insured Person is entitled to receive disability income benefits under any Workers' Compensation Act or Transport Accident Act or any legislation having a similar effect, the Benefit Amount payable for Benefits 20 and 21 will be reduced by the amount necessary to limit the total of all such disability income benefits and Benefit Amount under this Section to the Insured Person's Income.
- 2.10.6** The Benefit Amount payable to Insured Persons under 16 years of age for Benefit 1 (Death) will be 10% of the Personal Injury Sum Insured stated in the Schedule of Insurance or \$20,000, whichever is less, unless otherwise specified.
- 2.10.7** All Benefit Amounts are payable to You or to such person or persons as You nominate.

## **2.11 Exclusions Applicable to Coverage Section - Personal Injury**

- 2.11.1** We will not be liable, under the Coverage Section - Personal Injury, for any claim or loss caused by or arising out of Sickness or Disease even if contracted through Accidental Bodily Injury, except that this Exclusion shall not apply to medically acquired infections or blood poisoning.

## **3. COVERAGE SECTION - MEDICAL AND EMERGENCY EVACUATION EXPENSES**

### **3.1 Description of Cover**

- 3.1.1** If during a Journey the Insured Person sustains Accidental Bodily Injury or Sickness or Disease We will reimburse the Insured up to the Medical and Emergency Expenses Sum Insured stated in the Schedule of Insurance for:
- (a) Medical Expenses and Emergency Evacuation Expenses reasonably and necessarily incurred outside the Insured Person's Country of Residence;
  - (b) Transport and accommodation expenses for an Insured Person and up to two persons who, on the advice of a Physician, need to travel to, remain with or escort the Insured Person back to their Country of Residence, such expenses being limited to a one-way economy ticket per person for the most appropriate method of transport;
  - (c) Emergency dental expenses as advised by a Physician as being necessary for the relief of pain and discomfort to enable an Insured Person to continue their trip; or dental expenses incurred as a result of Accidental Bodily Injury;
  - (d) Medical Expenses incurred that are not provided for within the New Zealand Public Health system and within the Insured Person's Country of Residence following Emergency Medical Evacuation up to a maximum of \$50,000 or for a period of twenty four (24) months following the Insured Person's return to their Country of Residence ,whichever is the lesser.
  - (e) Funeral Expenses of an Insured Person incurred outside of their Country of Residence or expenses incurred in relation to transportation of the Insured Person's body or ashes back to their Country of Residence up to an amount not exceeding the Sum Insured stated in the Schedule.
  - (f) Hospitalisation Expenses, in respect of which We will pay \$200 for each completed twenty-four (24) hour period up to a maximum of \$5,000, if an Insured Person is hospitalised as an in patient due to Accidental Bodily Injury or Sickness or Disease during a Journey outside their Country of Residence.

### **3.2 Definitions Applicable to Coverage Section - Medical and Emergency Evacuation Expenses**

<b>Emergency Medical Evacuation Expenses</b>	means all reasonable costs necessarily incurred in repatriating an Insured Person to the most suitable Hospital or to the Insured Person's home address in their Country of Residence provided that such repatriation is: <ul style="list-style-type: none"> <li>a) Medically necessary; and</li> <li>b) Organised by the Assistance Provider.</li> </ul>
<b>Funeral Expenses</b>	means reasonable and customary burial or cremation expenses.
<b>Medical Expenses</b>	means reasonable and customary costs for medical treatment including surgery, hospitalisation, ambulance services, chiropractic, physiotherapy, and medical supplies prescribed by a Physician.

### **3.3 Exclusions Applicable to Coverage Section - Medical and Emergency Evacuation Expenses**

**3.3.1** We will not be liable for:

- (a) any Medical Expenses incurred more than twenty four (24) months after the date of Accidental Bodily Injury, or in the case of Sickness or Disease, more than twenty four (24) months after the date on which the Medical Expenses were first incurred;
- (b) Medical Expenses incurred in respect of the rendering in New Zealand of a professional service for which an Accident Compensation Corporation benefit is payable.
- (c) expenses incurred for continuing regular medical or treatment or for any associated travel, accommodation or other expenses incurred in procuring such medical or treatment in respect of any condition for which medical advice or treatment was being followed at the time that the Journey commenced;
- (d) any expenses We are prohibited by law from paying;
- (e) any expenses incurred where the Journey was undertaken against the advice of a Physician or when the Insured Person is unfit to travel or if the purpose of the Journey is for the Insured Person to seek medical attention or as a result of a terminal condition of the Insured Person diagnosed prior to the commencement of the Journey;
- (f) any expenses incurred for routine medical, optical or dental treatment or consultation;
- (g) any Medical Expenses recoverable by the Insured or the Insured Person from any other insurance Certificate of Insurance or National Insurance Programme;
- (h) any claim that comes from pregnancy or childbirth unless a Physician confirms that the claim comes from complications of pregnancy or childbirth.
- (i) Any Emergency Evacuation Expenses or Funeral Expenses incurred without the prior approval of the Assistance Provider.

### **3.4 Conditions Applicable to Coverage Section - Medical and Emergency Evacuation Expenses**

**3.4.1** The Assistance Provider must be immediately informed by the Insured or an Insured Person of any medical emergency which may give rise to a claim;

**3.4.2** To avoid prejudicing the reimbursement of expenses, the Insured and/or an Insured Person will not try to provide solutions to medical emergency problems encountered without involving the Assistance Provider.

**3.4.3** In the event that Emergency Evacuation Expenses are necessarily incurred by Us when acting in good faith in respect of any person not insured under this Certificate of Insurance, the Insured will reimburse us for all such costs incurred.

## **4. COVERAGE SECTION - TRAVEL CANCELLATION/ CURTAILMENT/ ADDITIONAL EXPENSES**

### **4.1 Description of Cover**

**4.1.1** If an Insured Person's Journey during the Period of Insurance has to be cancelled, curtailed or rearranged as a direct result of:

- a) The Insured Person's unexpected death;
- b) The Insured Person sustaining an Injury or contracting an Illness or Sickness which results in the Insured Person being certified by a Physician as unfit to commence the Journey;
- c) A Relative, travelling companion or business associate of the Insured Person dying unexpectedly or sustaining a Serious Injury or Serious Sickness;
- d) The Insured Person's residence or business suffering major loss or damage; or
- e) Any other unforeseen circumstance outside the control of the Insured or the Insured Person not otherwise excluded under the Certificate of Insurance;



- 4.1.2** We will reimburse the Insured up to an amount not exceeding the Sum Insured stated in the Schedule of Insurance for:
- a) Advance payments, deposits and other charges which have not been, and will not be used but become forfeit or payable under contract;
  - b) Reasonable travel and accommodation expenses.

**4.1.3** Aggregate Limit of Liability

Our total liability for all claims in respect of any one Event shall not exceed the amount stated in the Schedule of Insurance.

## **4.2 Exclusions Applicable to Coverage Section - Travel Cancellation/ Curtailment/ Additional Expenses**

**4.2.1** We will not pay any loss arising directly or indirectly out of:

- (a) Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the particular Journey was booked that such events were likely to occur;
- (b) Common carrier caused delays where the cost of the expense is recoverable from the common carrier;
- (c) Any business or financial or contractual obligations of You or of the Insured Person or of any other person;
- (d) Any change of plans or disinclination, on the part of the Insured Person or of any other person, to commence a Journey;
- (e) The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or Journey;
- (f) An Insured Person travelling or arranging to travel against the advice of a Physician;
- (g) The insolvency or bankruptcy of a travel agent, tour operator, accommodation provider or supplier, airline or other carrier, or any other travel or tourism services provider or the insolvency of any person they deal with;
- (h) Any detention attributable to the Insured Person breaking the law of any Country or State;
- (i) The delay of public transport if an Insured Person fails to check in according to their itinerary;
- (j) The delay or cancellation of public transport on the recommendation or orders of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body;
- (k) Redundancy of an Insured Person;
- (l) The Insured or the Insured Person's financial circumstances.

## **5. COVERAGE SECTION - PERSONAL LIABILITY**

### **5.1 Description of Cover**

**5.1.1** We will Indemnify You for damages up to the limit shown in the Schedule of Insurance for which You or the Insured Person become legally liable as a result of Your or the Insured Person's negligence during a Journey causing:

- (a) Accidental Bodily Injury to a third party;
- (b) Accidental loss of or damage to their material property.

**5.1.2** We will indemnify the Insured for:

- (c) all legal costs and expenses recoverable by third parties from the Insured or an Insured Person in respect of the claim made against the Insured or an Insured Person for which indemnity is provided in clause 5.1.1 above.
- (d) any legal costs and expenses incurred with Our prior written consent.

Note: We will not be liable to indemnify the Insured for any amount exceeding the specified Sum Insured stated in the Schedule of Insurance for the total amount payable under clauses 5.1.1 and 5.1.2 above.

## **5.2 Conditions Applicable to Coverage Section - Personal Liability**

**5.2.1** The Insured and/or an Insured Person or their legal personal representatives will give notice in writing to Us as soon as reasonably possible after any event, occurrence or circumstance which may give rise to a claim under this Section and will provide all details of the event, occurrence or circumstance.

- a) Every claim notice, letter, writ or process or other document served on the Insured or an Insured Person shall be forwarded to Us immediately on receipt of the same.
- b) Notice in writing shall be given to Us by the Insured or an Insured Person of any impending prosecution, inquest or fatal accident inquiry in connection with any such event.
- c) No admission of liability, offer of settlement, promise, payment or indemnity shall be made by or on behalf of the Insured or an Insured person without Our prior written consent.

**5.2.2** We shall be entitled at any time and at Our own discretion to:

- (a) Take over and conduct in the name of the Insured the defence of or the settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity' against all other parties or persons.
- (b) Pay to the Insured the Sum Insured stated in the Schedule of Insurance less any costs incurred by Us or any lesser sums for which any claim or claims under any section of this Certificate of Insurance can be settled. In this event We shall not be under any further liability.

## **5.3 Exclusions Applicable to Coverage Section - Personal Liability**

**5.3.1** We will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

- (a) Loss of or damage to property or bodily injury, arising out of Your or the Insured Person's ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft, except for the use of motorised golf carts and golf bikes for the purposes of playing golf, horse-drawn vehicles, caravans or trailers, firearms, and/or any animal;
- (b) Bodily injury to the Insured Person or to any Relative ordinarily residing with him;
- (c) Bodily injury to any of Your or the Insured Person's employees arising out of or in the course of employment;
- (d) Loss of or damage to property owned by or in the control of the Insured Person's business or trade, or out of professional advice given by You or by the Insured Person;
- (e) Loss of or damage to property or bodily injury, arising out of Your or the Insured Person's business or trade, or out of professional advice given by You or by the Insured Person;
- (f) Any contract unless such liability would have arisen in the absence of that contract;
- (g) The ownership or occupation of land or buildings;
- (h) The carrying on of any trade, business or profession;
- (i) Any participant to participant injury whilst participating in or practising for any sporting event or similar;
- (j) Any fine or penalty;
- (k) Punitive or exemplary damages.

## **6. COVERAGE SECTION LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS, MONEY AND CREDIT CARDS**

### **6.1 Description of Cover**

**6.1.1** We will pay You or the Insured Person up to the Sum Insured stated in the Schedule of Insurance for the following losses sustained by the Insured Person during a Journey:

- (a) or Accidental loss of or damage to the Insured Person's accompanying luggage, personal effects (other than Personal Money) and Business Property.

- (b) Where the Insured Person loses identification and keys at the same time, We will pay up to \$1,000 for the replacement of keys and locks.
- (c) For emergency replacement of essential luggage up to \$1,000 if the Insured Person's luggage is delayed, misdirected or temporarily misplaced by any common carrier for more than eight (8) hours. Claims must be supported by written confirmation from the common carrier responsible and receipts for the replacement items the Insured Person needed to purchase.
- (d) For the non-recoverable cost of replacing travel documents, credit cards and Insured Person's cheques or travellers cheques.
- (e) For Your or the Insured Person's legal liability for payment arising out of the unauthorised use of Your or the Insured Person's Travel documents, or Personal Money following theft during a Journey by any person not being the Insured Person's Relative, Close Business Associate or travelling companion.
- (f) For Accidental loss of Personal Money taken with the Insured Person, limited to 25% of the Sum Insured or \$3,000 whichever is less, unless otherwise specified in the Schedule of Insurance.
- (g) For Portable Business Equipment up to \$3,000 any one item unless otherwise specified in the Schedule of Insurance.

## 6.2 Extension

- 6.2.1** In respect of Business Property or Portable Business Equipment taken as part of the Insured Person's accompanied luggage whilst on a journey, cover shall commence from the time of collection from the Insured Person's normal place of work or 72 hours prior to the start of a Journey, whichever is the later, and shall continue until such Business Property or Portable Business Equipment is either returned to the Insured Person's normal place of work, or for a period of 72 hours after termination of a Journey whichever occurs first.
- 6.2.2** In respect of Personal Money taken by the Insured Person on a Journey for the purpose of a Journey, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the Journey, whichever is the later, and shall continue until either deposited at the bank or for a period of 72 hours after termination of the Journey, whichever occurs first.
- 6.2.3** We may choose to replace, repair, or pay for the loss in cash.

## 6.3 Definitions Applicable to Coverage Section - Luggage, Personal Effects, Travel Documents, Money and Credit Cards

<b>Business Property</b>	means the Insured Person's business plans, business papers, specifications, manuscripts and stationery relating to the Insured Person's work, in respect of their paper value only.
<b>Personal Money</b>	means the Insured Person's personal cash, credit cards, bank cards, bank or currency notes, cheques, traveller's cheques, postal or money orders or other negotiable instruments.
<b>Portable Business Equipment</b>	means personal computers, portable electronic equipment and mobile phones used by the Insured Person for work purposes.
<b>Valuables</b>	means Cameras and other photographic equipment, GPS/ Satellite Navigation equipment, mobile telephones, radios and music players, video equipment, telescopes and binoculars, jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

## 6.4 Conditions Applicable to Coverage Section - Luggage, Personal Effects, Travel Documents, Money and Credit Cards

- 6.4.1** It is a condition of payment under this Coverage Section that all loss or damage attributable to theft or vandalism be reported to the local police or appropriate authority as soon as possible after the discovery of the loss and a written acknowledgment of the report obtained. Also, any loss of credit cards, Insured Person's cheques, travellers cheques or travel documents must be reported as soon as possible to the

issuing authority and the appropriate cancellation measures taken;

(a) The Insured Person shall take all reasonable precautions for the safety and supervision of any insured luggage, personal effects, Business Property, travel documents and Personal Money.

## **6.5 Exclusions Applicable to Coverage Section - Luggage, Personal Effects, Travel Documents, Money and Credit Cards**

**6.5.1** We will not pay for:

- (a) Damage or loss arising from electrical or mechanical breakdown of any item;
- (b) Damage to or replacement of any electronic data or software;
- (c) Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses;
- (d) Damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
- (e) Luggage, personal effects, Portable Business Equipment, Business Property, travel documents, money shipped under any freight agreement, or items sent by postal or courier services;
- (f) Losses due to depreciation or devaluation of currency;
- (g) Loss or damage arising from confiscation or destruction by Customs or any other authorities;
- (h) Losses recoverable from any other source, e.g. airlines, tour operators, other insurance such as automatic credit card travel insurance;
- (i) Portable Business Equipment and Valuables:
  - where theft or attempted theft occurs while such Portable Business Equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle, or
  - whilst carried in or on any conveyance unless they accompany an Insured Person as personal cabin luggage.
- (j) Contractual obligations in relation to a mobile phone purchase.
- (k) Any single article in excess of \$5,000.
- (l) Loss of cash in excess of \$3,000.
- (m) More than a reasonable proportion of the total value of the set where the lost or damaged property is part of a set or a pair.
- (n) Sports equipment lost or damaged whilst in use.
- (o) Loss of or damage to vehicles, their accessories or spare parts.
- (p) Loss of or damage to furniture, furnishings and household effects.
- (q) Loss of cheques, charge, bankers' or credit cards not reported to the issuing bank or the relevant authorities as soon as the bank or authorities' office allow.
- (r) Loss or theft not reported to either the police or the transport carrier within forty eight (48) hours of discovery.

## **7. COVERAGE SECTION - ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES**

### **7.1 Description of Cover**

**7.1.1** If during a Journey You incur expenses as the direct result of the original Insured Person suffering unexpected death, Accidental Bodily Injury or Sickness or Disease which in the opinion of a Physician will last for a period in excess of seventy two (72) hours, or having to return to their Country of Residence following the unexpected death of a Relative in New Zealand during the Journey We will reimburse You for:

- (a) Alternative Employees Expenses;
- (b) Resumption of Assignment Expenses.

**7.1.2** The maximum amount We will pay is limited to the Sum Insured stated in the Schedule of Insurance.

## **7.2 Definitions Applicable to Coverage Section - Alternative Employee or Resumption of Assignment Expenses**

**Alternative Employee Expenses** means all reasonable and necessary expenses incurred in sending a substitute person to complete the original Insured Person's business commitments and objectives.

**Resumption of Assignment Expenses** means all reasonable and necessary expenses incurred in returning the original Insured Person to recommence the assignment within 90 days of the relevant Repatriation to complete his original business commitments and objectives.

Expenses shall be limited to:

(a) An economy return air flight for air trips within New Zealand or

(b) A business class return air flight for international air trips;

and other essential expenses incurred in the transportation of the substitute person or return of the Insured Person.

## **7.3 Exclusions Applicable to Coverage Section - Alternative Employee or Resumption of Assignment Expenses**

**7.3.1** We will not pay for an expenses:

(a) Which You or the original Insured Person had paid or budgeted for before the commencement of the Journey;

(b) When the original Journey is undertaken by the Insured Person against the advice of a Physician, or when the Insured Person is unfit to undertake the Journey.

## **8. COVERAGE SECTION - RENTAL VEHICLE COLLISION DAMAGE AND THEFT EXCESS COVER**

### **8.1 Description of Cover**

We will reimburse You or the Insured Person for any excess or deductible payable under a comprehensive motor insurance Certificate of Insurance which You or the Insured Person become legally liable to pay, arising during a Journey, in respect of loss by theft collision or damage to a Rental Vehicle during the rental period, not exceeding the Sum Insured stated in the Schedule of Insurance.

### **8.2 Definitions Applicable to Coverage Section - Rental Vehicle Collision Damage and Theft Excess Cover**

**Rental Vehicle** means an automobile (other than a truck or trailer), rented or hired from a licensed motor vehicle rental company.

**Off-Road** means the use of the Rental Vehicle other than on a carriageway (whether sealed or unsealed) which is maintained by a local Council, Shire, Government body, Company or private individual.

### **8.3 Conditions Applicable to Coverage Section - Rental Vehicle Collision Damage and Theft Excess Cover**

**8.3.1** The Rental Vehicle must be rented from a licensed rental agency;

**8.3.2** The Insured Person must comply with all requirements of the rental company under the hiring agreement and of the insurer under such insurance.

## 8.4 Exclusions Applicable to Coverage Section - Rental Vehicle Collision Damage and Theft Excess Cover

8.4.1 We will not pay:

- (a) For loss or damage arising out of operation of the Rental Vehicle in violation of the terms of the rental agreement.
- (b) For loss or damage arising out of wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.
- (c) For loss or damage to the Rental Vehicle whilst being used Off-Road.

## 9. COVERAGE SECTION - MISSED TRANSPORT CONNECTION

### 9.1 Description of cover

Cover under this Coverage Section only applies where the Insured Person must attend a Scheduled Meeting which cannot be delayed because of the Insured Person's late arrival.

We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which You or the Insured Person may be entitled from a common carrier, to enable the Insured Person to use alternative scheduled public transport services, if due to any unforeseen circumstances outside Your or the Insured Person's control, the Insured Person misses a transport connection during a Journey by more than three (3) hours.

The maximum amount We will pay is limited by the applicable Sum insured stated in the Schedule of Insurance.

### 9.2 Definitions Applicable to Coverage Section - Missed Transport Connection

**Scheduled meeting** means any official, pre-determined meeting or conference arranged by the Insured or the Insured Person which cannot be rescheduled.

### 9.3 Exclusions Applicable to Coverage Section - Missed Transport Connection

We will not pay for:

- a) Any missed transport connection arising from a business commitment, or a financial or contractual obligation of the Insured Person or of any travelling companion, Close Business Associate or Relative;
- b) Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any Journey;
- c) Any expenses arising directly or indirectly out of the insolvency or bankruptcy of a travel agent, tour operator, accommodation provider or supplier, airline or other carrier, or any other travel or tourism services provider or the insolvency of any person they deal with.

## 10. COVERAGE SECTION - KIDNAP, RANSOM AND EXTORTION

### 10.1 Description of Cover - Insuring Clauses

10.1.1 We will pay for loss of any property or other consideration actually surrendered as a Ransom payment by You or on Your behalf as the result of an actual or alleged Kidnapping of an Insured Person during a Journey.

10.1.2 We will pay for loss caused by the actual destruction, disappearance, confiscation or wrongful abstraction of property or other consideration intended as a Ransom payment covered under Insuring Clause 10.1.1 while being held or conveyed by any person(s) duly authorised by You to have custody of such property or other consideration provided such property or other consideration is not actually paid or surrendered.

10.1.3 We will pay for the following expenses incurred by You solely and directly as the result of a ransom demand which would constitute a loss under Insuring Clause 10.1.1:

- (a) reasonable fees and expenses of any independent negotiators or consultants retained by You;

- (b) reasonable fees and expenses of any independent public relations consultant;
- (c) interest costs for any loan taken by You to pay that part of a ransom or extortion payment recoverable under Insuring Clause 10.1.1;
- (d) reasonable travel and accommodation expenses incurred by You;
- (e) the reward paid by You to an Informant for information not otherwise available which leads to the arrest and conviction of persons responsible for such demand;
- (f) the Salary which You continue to pay an Insured Person while the Insured Person is being held ransom as the result of a Kidnapping, provided that coverage shall only apply at the salary level in effect prior to the Kidnapping and only for a period commencing upon the abduction of the Insured Person and ending at the time the Insured Person is released, discovered to be dead, one hundred and twenty (120) days after the last positive evidence following the abduction that the Insured Person is alive, or twelve (12) months after the abduction, whichever is earliest;
- (g) sums which the Insured Person becomes obligated to pay on account of any Insured Person's inability to attend to personal financial matters which result in any actual Consequential Personal Financial Loss;
- (h) reasonable medical, psychiatric, and legal expenses incurred by an Insured Person with Your approval for a twelve (12) month period following the release of an Insured Person;
- (i) reasonable fees for independent medical and legal advice incurred by You with Our approval;
- (j) any other reasonable expenses incurred by the Insured with Our approval.

## 10.2 Definitions Applicable to Coverage Section - Kidnap, Ransom and Extortion

When used in this Coverage Section:

<b>Consequential Personal Financial Loss</b>	means, but is not limited to, pecuniary loss incurred by an Insured Person resulting directly from the failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions.
<b>Employee</b>	means any person in Your regular service during the Period of Insurance whom You compensate by Salary, wages and/or commissions and whom You have the right to govern in the performance of such service, and any of Your non-compensated officers.
<b>Informant</b>	means any person providing information solely in return for monetary payment paid or promised by You.
<b>Kidnapping</b>	means the wrongful abduction and holding under duress or by fraudulent means of any Insured Persons by any person or group making a Ransom demand or series of Ransom demands for the release of such Insured Persons.
<b>Premises</b>	means that portion of any building occupied by You in conducting Your business.
<b>Ransom</b>	means the demanding of cash, monetary instruments, bullion or the fair market value of any securities, property or services from the Insured or Insured Person resulting directly from a Kidnapping occurring during a Journey.
<b>Salary</b>	means the direct compensation which You pay to an Employee for personal services rendered, including normal bonus, commissions, standard incentive payments, health benefits, welfare benefits or pension benefits.

## 10.3 Conditions Applicable to Coverage Section - Kidnap and Ransom

- 10.3.1** In the event of a Ransom demand directed against any Insured Person rather than against You, property or other consideration surrendered or intended to be surrendered by or on behalf of such Insured Person and expenses described in (a), (b), (c), (d), (e), (g), (h) and (j) of Insuring Clause 10.1.3 incurred by or on behalf of such Insured Person shall, at Your option, be considered property or other consideration surrendered or intended to be surrendered on Your behalf and expenses incurred by You.

- 10.3.2** The payment of any loss under this Coverage Section shall not reduce Our liability for other losses; provided, however, that Our maximum liability shall not exceed the dollar amount set forth in the Schedule of Insurance for this Coverage Section:
- (a) applicable to Insuring Clause 10.1.1, Ransom Coverage, for all loss of property and other consideration actually surrendered as Ransom payments arising from one Ransom demand or a series of related Ransom demands;
  - (b) applicable to Insuring Clause 10.1.2, Delivery Coverage, for all losses of property and other consideration intended as Ransom payments arising from one Ransom demand or a series of related Ransom demands;
  - (c) applicable to Insuring Clause 10.1.3, Expense Coverage, for all expenses arising from one Ransom demand or a series of related Ransom demands;
- 10.3.3** Our liability under this Coverage Section is further subject to the Aggregate Limit of Liability stated in the Schedule of Insurance.
- 10.3.4** Any Ransom demands made by the same person, group or collaborating groups with the apparent purpose of creating a cumulative or continuing coercive effect upon, or political effect involving, You or the Insured Person shall be considered related threats.
- 10.3.5** From all losses sustained by You arising from any one Ransom demand or series of related Ransom demands, after deducting all recoveries (except insurance or sureties held by You or Us for their benefit) on account thereof made prior to payment, shall be deducted the amount specified in the Schedule of Insurance.
- 10.3.6** A loss shall be deemed to have been sustained:
- (a) under Insuring Clause 10.1.1 at the time of the surrender of the Ransom payment;
  - (b) under Insuring Clause 10.1.1 at the time of the actual destruction, disappearance, confiscation or wrongful abstraction of the property or other consideration;
  - (c) under Insuring Clause 10.1.3 at the time of the payment of incurred expenses by You.
- 10.3.7** If You shall sustain any loss covered by this Coverage Section, all recoveries (except from suretyship, insurance, reinsurance or indemnity taken by Us or for Our benefit) on account of loss, less the actual cost of recovery, shall be distributed as follows: You shall be reimbursed for any loss which exceeds the amount of coverage provided by this Coverage Section less the deductible amount, the balance applied to Our reimbursement to the extent of Our loss and any remainder paid to You.
- 10.3.8** This Coverage Section does not cover any loss arising from any Ransom demand unless such demand occurs or is communicated directly or indirectly to You or an Insured Person prior to the effective date of termination of coverage hereunder and is discovered by You and communicated to Us in writing prior to one (1) year after the effective date of the termination of this Coverage Section in its entirety.
- 10.3.9** In no event shall We be liable under this Coverage Section for more than:
- a) the actual market value of lost, damaged or destroyed securities at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the securities, whichever is less;
  - b) the actual cash value at the time of loss of any other property or consideration, or the actual cost of repairing or replacing such property or consideration with property or consideration of similar quality and value, whichever is less;
  - c) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records; or
  - d) the New Zealand dollar value of any foreign currency based on a cash rate of exchange published by the Reserve Bank of New Zealand on the day any loss involving foreign currency is discovered
- Regardless of the number of years coverage shall continue in force, and the number of premiums which shall be payable or paid or any other circumstances whatsoever, Our liability with respect to any loss or losses shall not be cumulative from year to year or from period to period. When there is more than one Insured, the aggregate liability for loss or losses sustained by any or all of them shall not exceed the amount for which We would be liable if all losses were sustained by any one of them.



**10.3.10** Where a Kidnapping or Extortion Threat has occurred or is believed to have occurred the Insured must:

- a) inform Us and our representatives and provide whatever information is requested as soon as possible;
- b) inform, or allow us and Our representatives to inform the law enforcement authorities in the country where an insured event has occurred of the Ransom demand or Extortion Threat as soon as is practicable having regard for the personal safety of the Insured Person.

## **10.4 Exclusions Applicable to Coverage Section - Kidnap, Ransom and Extortion**

### **10.4.1** Exclusions Applicable to All Insuring Clauses

Coverage under this Coverage Section does not apply to:

- a) Loss due to any fraudulent, dishonest or criminal act by You, Your identifiable Employee, Director, trustee, authorised representative or messenger acting alone or in collusion with others;
- b) Loss resulting from fraud or collusion by the person allegedly the subject of a Ransom demand if the person authorising the Ransom payment had not, prior to the payment, made every reasonable effort under the circumstances to determine the Ransom demand was genuine;
- c) any kidnap, ransom demands or extortion in countries where United Nations mandated or North Atlantic Treaty Organisation armed forces are present or in the Insured Person's Country of Residence or in any country or region to which the New Zealand Ministry of Foreign Affairs and Trade or equivalent authority in the Insured Person's Country of Residence advises against all travel;
- d) sums which You shall become legally obligated to pay on account of judgments resulting from any suit for damages, and reasonable defence costs incurred by You in defending such suit, brought by an Insured Person (or the estate, heirs or legal representatives of such Insured Person) alleging negligence or incompetence in hostage retrieval operations or negotiations following the Kidnapping of such Insured Person or negligence in not preventing the Kidnapping of such Insured Person or as the result of any extortion attempt to do bodily harm to an Insured Person.
- e) Sums paid or due to be paid or costs incurred more than twenty-four (24) months after the date of the Kidnapping.
- f) Any costs which can be recovered from any other insurance Certificate of Insurance.
- g) Kidnapping of a child by its parent or legal guardian.

### **10.4.2** Exclusions Applicable to Insuring Clause 10.1.1

Coverage under Insuring Clause 10.1.1 does not apply to loss of property and other consideration:

- a) surrendered away from Your Premises in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such property or other consideration at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom or extortion demand and unless actually surrendered to those responsible for such demand or their designee; or
- b) surrendered on Your Premises.

## **11. COVERAGE SECTION - POLITICAL AND NATURAL DISASTER EVACUATION EXPENSES**

### **11.1 Description of Cover**

**11.1.1** If the Insured Person is on a Journey in a country outside their Country of Residence and:

- a) officials in that country recommend that certain categories of persons, which categories include the Insured Person, should leave that country; or
- b) the New Zealand Government, through its Ministry of Foreign Affairs and Trade, or equivalent authority in the Insured Person's Country of Residence issues a Travel Advisory Warning recommending that certain categories of persons, which categories include the Insured Person, should leave that country; or
- c) If the Insured Person is expelled or declared persona non-grata (a legal term in diplomacy meaning a foreign person prohibited from entering or remaining in the country); or

d) A Natural Disaster has occurred in the Country the Insured Person is in and a state of emergency has been declared necessitating his immediate evacuation in order to avoid risk of personal Accidental Bodily Injury or Sickness or Disease.

We will pay:

- a) the reasonable cost of returning the Insured Person to their Country of Residence; or
- b) the reasonable cost of evacuating the Insured Person to the nearest place of safety;
- c) where the Insured Person is unable to return to their Country of Residence, the reasonable costs of accommodation, up to a maximum of two hundred and fifty dollars (\$250) per day each Insured Person.

**11.1.2** We will not pay:

- a) if the Insured Person is holding a valid ticket to return the Insured Person to their Country of Residence or to a place of safety. We will only pay the additional costs, if any associated with the return. (Should the Insured Person be entitled to a refund on an unused ticket We shall be entitled to deduct this amount from the Claim.);
- b) in respect of any necessary air flight, more than the cost of a business flight; and/or
- c) in respect of the costs of accommodation, for a period in excess of fourteen (14) days any one event.

## **11.2 Definitions Applicable to Coverage Section - Political and Natural Disaster Evacuation Expenses**

When used in this Coverage Section:

**Natural Disaster** means earthquake, volcanic eruption, maelstrom, tsunami, hurricane, tropical cyclone, typhoon, ice storm, tornado.

## **11.3 Exclusions Applicable to Coverage Section - Political and Natural Disaster Evacuation Expenses**

**11.3.1** We will not pay for losses arising from or attributable to:

- a) the Insured Person violating the laws or regulations of the country they are in;
- b) the Insured Person failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation;
- c) any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
- d) Your or the Insured Person's failure to honour any contractual obligation or bond to obey any conditions in a licence;
- e) the Insured Person being a national of the country they are in;
- f) the circumstance that resulted in the Insured Person's evacuation being in existence prior to the Insured Person entering the country or its occurrence being foreseeable to a reasonable person before the Insured Person entered the country.

## **11.4 Conditions Applicable to Coverage Section - Political and Natural Disaster Evacuation Expenses**

**11.4.1** The Assistance Provider must be immediately informed by the Insured or an Insured Person of any circumstance which may give rise to a claim;

**11.4.2** To avoid prejudicing the reimbursement of expenses, the Insured and/or an Insured Person will not try to provide solutions to emergency problems encountered without involving the Assistance Provider.

**11.4.3** In the event that Political and Natural Disaster Evacuation Expenses are necessarily incurred by Us when acting in good faith in respect of any person not insured under this Certificate of Insurance, the Insured will reimburse us for all such costs incurred.

## 12. COVERAGE SECTION - TRAVELLER'S FAMILY ASSISTANCE

### 12.1 Description of Cover

**12.1.1** If, while the Insured Person is on a Journey and an Insured Person's Spouse suffers Accidental Bodily Injury as defined below which results in death, We will pay \$25,000 to the Insured Person.

**12.1.2** If, while on a Journey an Insured Person suffers Accidental Bodily Injury which results in death, We will pay the amount stated in the Schedule of Insurance.

### 12.2 Definitions Applicable to Coverage Section - Traveller's Family Assistance

For this Benefit only and in respect of the Insured Person's Spouse.

### 12.3 Exclusions Applicable to Coverage Section - Traveller's Family Assistance

**12.3.1** We will not pay:

- a) if an Insured Person's Spouse is travelling in an unlicensed aircraft;
- b) if an Insured Person's Spouse is flying or engaging in any other aerial activity as part of the aircraft's crew;
- c) if an Insured Person's Spouse is participating in or training for any professional sport;
- d) for any claim which results from any criminal or illegal criminal act of the Insured Person's Spouse;
- e) under Description of Cover clause 12.1.1 if the Insured Person's Spouse is accompanying the Insured Person on a Journey.