









## Why do you need medical and travel insurance?

Congratulations! You've made the decision to work in New Zealand. Working in a new country is an exciting adventure, but like all travel, this comes with some level of risk. For this reason, seasonal workers are recommended to insure prior to their arrival in New Zealand, and for the duration of their stay. The Seasonsafe Inbound policy is designed for this purpose.

## The Seasonsafe Inbound policy offers the following policy features\*:

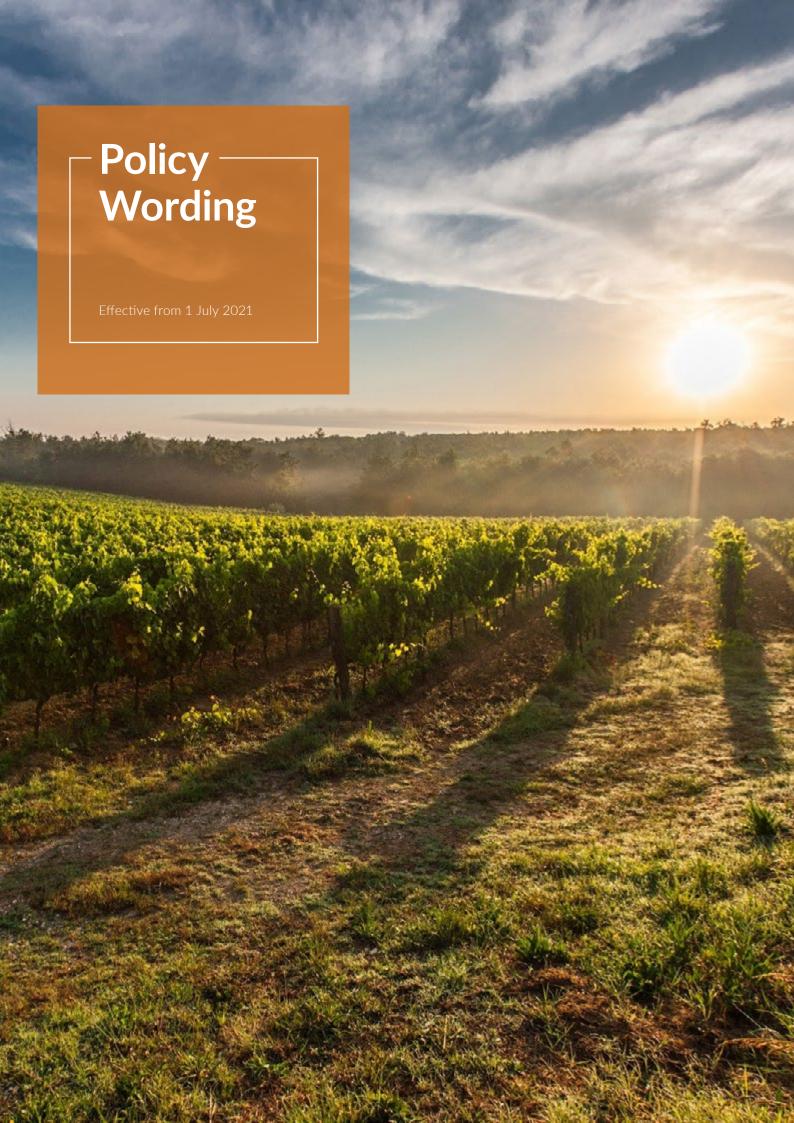
- Selected cover for epidemic and pandemic diseases including Covid-19
- Cancellation and travel disruption
- Medical expenses in New Zealand
- Emergency assistance provided 24 hours/7 days a week
- Personal baggage, effects and personal money benefits
- Personal liability benefits

## Policy extensions available:

Increased cover for specified high value items

\*Terms, conditions, limits, sub-limits and exclusions apply





## Introduction

This policy is effective for the Period of Insurance as specified in Your Certificate of Insurance. The maximum duration for this policy is 12 months.

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

The Amalgamated Workers Union New Zealand and/or Mercer Marsh Benefits may receive a commission for the arrangement of this policy.

Where a recruitment agent acts on behalf of a recognised seasonal employer, such agent cannot bind cover for Allianz Partners or Hollard and is solely a representative of Allianz Partners.

To be eligible for this policy, You must hold a current Recognised Seasonal Employer Limited Visa.

You are not eligible for this policy if You:

- a) are a citizen or permanent resident of New Zealand;
- are travelling to New Zealand with the intention of obtaining medical or dental treatment, cosmetic surgery or related advice; or
- c) are travelling against the advice of a Registered Medical Practitioner.

## What We will pay

In consideration of the payment of the premium and You meeting all obligations and conditions of this policy, We agree to indemnify You in the manner and to the extent set out in this document, the Certificate of Insurance and any written confirmation issued by Us extending or limiting cover.

We will pay claims up to the Maximum Claimable Amount shown in the Schedule of Benefits, which are in New Zealand Dollars.

Please read this Policy Wording carefully and note the exclusions in each section, and the general conditions and exclusions at the end of the Policy Wording, to ensure that You understand the cover provided by Us.

If You need any clarification on Your cover or the Policy Wording please call the Customer Service Centre on **Toll Free 0800 800 048 or +64 9 486 0048.** 

## **Insured Person**

The Insured Person under this policy is the person or persons named on the Certificate of Insurance. In this document, the Insured Person is also referred to as "You" or "Your".

## Extension of the period of cover

You may extend Your cover with no additional charge if You find that Your return to Your Country of Origin has been delayed because of one or more of the following:

- a) a bus line, airline, shipping line or rail authority You are traveling on, or that has accepted Your fare or Personal Baggage, is delayed; or
- b) the delay is due to a reason for which You can claim under this policy (subject to Our written approval).

## Travel and transit cover outside New Zealand

During the Period of Insurance, You are covered for up to a maximum of seven days to transit to and from Your Country of Origin and New Zealand.

## **Pre-existing Medical Conditions**

It is important to understand that Pre-existing Medical Conditions are not automatically covered under Your policy. We will not pay any claims arising directly or indirectly from:

- a) Your Pre-existing Medical Conditions;
- b) the Pre-existing Medical Conditions of a Close Relative; or
- c) the Pre-existing Medical Conditions of any other person on whose state of health Your Journey depends,

under Section 1 or Section 2 of this policy.

To understand what We consider to be a Pre-existing Medical Condition, You must check the policy definition on page 7.

# Important notice to travellers who require Pre-existing Medical Condition cover

If you require cover for your Pre-existing Medical Condition(s), You must complete Our medical risk assessment form and We must receive it within 14 days of Your arrival in New Zealand. This will be reviewed by Us based on an assessment of Your Pre-existing Medical Condition(s), age and the duration of Your Journey. If We do not receive Your medical risk assessment form with 14 days of Your arrival in New Zealand, We will be unable to process Your medical assessment and Your Pre-existing Medical Condition(s) will remain excluded.

Following Our review of Your medical risk assessment form, we will confirm whether cover for Your Pre-existing Medical Condition(s) is approved and if We confirm cover, You (or someone on Your behalf) must pay Us an additional premium.

## Continuous cover

If We have agreed in writing to cover Your Pre-existing Medical Condition, or, if You experience a new Illness, Mental Illness or Injury during Your Period of Insurance (which would not otherwise be excluded by this policy), cover for the condition will continue during Your subsequent Periods of Insurance, provided that Your cover under Seasonsafe Inbound remains unbroken.

### **Excess**

An excess is the first amount of any loss that You are responsible for in the event of making a claim. No excess will be deducted from Our settlement if You make a claim under Section 2: Medical Benefits. However, a policy excess of \$50 applies to each separate event giving rise to a claim under all other Sections.

An excess of NZ\$200 in addition to Your standard policy excess of \$50 will apply once for each separate event giving rise to a claim for loss or theft of any portable electronic devices under Section 4: Personal Baggage, Effects and Personal Money Benefits.

## Important claims information

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

All claims must be notified as soon as possible and, in any event, no later than 30 days after the completion of the Journey. If You do not contact Us within this time frame this may affect the acceptance or payment of Your claim.

We provide Our customers with easy access to Our 24 hour emergency assistance service. A single call will put You directly in touch with a doctor or a travel specialist who will be able to assist You and confirm the cover available under Your policy. You will be advised of any steps You will need to follow in claiming under Your policy. You can call collect from anywhere in the world for emergency medical and travel assistance or use one of Our toll free numbers:

## Reverse charge through call collect +64 9 488 1638 or NZ toll Free 0800 486 004.

If Your Personal Baggage, effects or Personal Money are stolen, You must notify the local police or local government authority within 24 hours and You must obtain a copy of their incident report. Any loss or damage to Personal Baggage whilst in the custody of the carriers (e.g. an airline or a bus company) must be notified to them immediately and a property irregularity report obtained.

You must provide Us with a completed claim form including all reports, receipts, doctor's certificates, information and proof We reasonably require to help substantiate any claim.

## Correctness of statements and fraud

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

## Your duty of disclosure

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

Examples of information You may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction subject to the Criminal Records (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past.

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

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

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

## Change of circumstances

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

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

Once You have told Us, We may change the terms of the policy or cancel it and provide You with a pro-rata refund of premium for the remaining duration of the policy. If We change the terms of the policy You can choose to cancel the policy and receive a pro-rata refund of premium for the remaining duration of the policy. If You fail to tell Us, We may apply these changes retrospectively from the date You ought to have reasonably told Us.

## **Defined Terms**

Each section of this policy is subject to all the terms and exclusions of the relevant section, and all the Defined Terms of this section.

## Definitions used in this policy

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

#### Act of Terrorism

means 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 government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear. An Act of Terrorism also includes any act that is verified or recognised by the local government as being an Act of Terrorism.

#### Certificate of Insurance

means the certificate issued to You by Us confirming Your insurance cover.

### Close Relative

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

## **Computer System**

Means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

## **Country of Origin**

Means the country in which You principally resided prior to applying for cover.

## Cyber Risk

Means any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:

- i) any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any Computer System;
- ii) any error or omission involving access to, or the processing, use, or operation of any Computer System;

- iii) any partial or total unavailability or failure to access, process, use, or operate any Computer System; or
- iv) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

## **Cover End Date**

You are insured provided You have (or someone on Your behalf has) paid the premium and You meet all the obligations and conditions of this policy until the earlier of the following:

- 1. Your return to Your Country of Origin following completion of Your seasonal work; or
- 2. Expiry date of Your Recognised Seasonal Employer Limited Visa, whichever is the earlier,
- 3. You are being repatriated under this policy to Your Country of Origin; or
- 4. You are withdrawing from Your seasonal work and leaving New Zealand; or

Any date that We have otherwise agreed or notified You in writing.

#### **Cover Start Date**

The Cover Start Date will be the date outlined on the Certificate of Insurance.

## **Epidemic**

means the sudden development and rapid spreading of a contagious disease in a region where it developed in an endemic state or within a previously unscathed community.

### Illness

means a medical condition, not being an Injury, the symptoms of which occur or manifest during Your Period of Insurance.

## Injury

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

## Journey

means when You depart Your normal place of residence in Your Country of Origin to travel to New Zealand, or on the cover start date specified on Your Certificate of Insurance, whichever occurs later, and continues until the date You return to Your normal place of residence in Your Country of Origin, or the cover end date as shown on Your Certificate of Insurance, whichever is the earlier date.

## **Mental Illness**

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

### **Pandemic**

means a form of an Epidemic that extends throughout an entire continent.

#### Period of Insurance

means the period between the Cover Start Date and Cover End Date for an Insured Person.

## Personal Baggage

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

## **Personal Money**

means cash, bank or currency notes, cheques, postal or money orders, current postage stamps, travellers' cheques, coupons or vouchers that have a monetary value, admission tickets, travel tickets and pre-paid passes (e.g. for ski lifts) taken with You on Your Journey.

## **Pre-existing Medical Condition**

means:

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

## **Professional Sport**

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

## **Public Place**

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

## **Public Transport**

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

## Reasonable

Means:

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

in each case as determined by Us.

## **Recognised Seasonal Employer Limited Visa**

means the visa issued to You by New Zealand Immigration allowing You to work in New Zealand for a recognised seasonal employer for a limited period.

## **Registered Medical Practitioner**

means a qualified doctor or dentist (other than You, someone You work with, or a Close Relative) holding the necessary certification in the country in which they are currently practising.

## Unattended

means leaving Your Personal Baggage, effects and Personal Money:

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

## We, Our, Us

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

## You, Your and Insured Person

means the person or persons named in the Certificate of Insurance.

## **Schedule of Benefits**

The Schedule of Benefits sets out a summary only of the cover that is provided and the most We will pay in total for all claims under each section. You will be eligible for each policy benefit up to the Maximum Claimable Amount shown in the table subject to the terms and conditions of this document.

IMPORTANT - PLEASE NOTE: A MAXIMUM TOTAL LIMIT APPLIES FOR ALL CLAIMS BY ALL INSURED PERSONS UNDER CERTAIN SECTIONS AND OTHER LIMITS, SUB-LIMITS, CONDITIONS AND EXCLUSIONS APPLY. WHERE USED, 'UNLIMITED' ONLY MEANS THAT THERE IS NO CAPPED DOLLAR SUM INSURED AND ALL COSTS AND EXPENSES MUST BE REASONABLE. TERMS, CONDITIONS, LIMITS AND EXCLUSIONS APPLY AS SET OUT IN YOUR POLICY WORDING, PARTICULARLY IN SECTIONS 1A, 2A, 2D, AND 4B. UNDER SECTION 2 (MEDICAL BENEFITS), WE WILL ONLY PAY FOR COSTS INCURRED WITHIN 12 MONTHS OF THE ILLNESS, MENTAL ILLNESS OR INJURY (UNLESS CONTINUOUS COVER IS IN PLACE AS SET OUT ON PAGE 6).

Policy benefit	Maximum Claimable Amount (NZD)
SECTION 1: CANCELLATION AND TRAVEL DISRUPTION BENEFITS	
1A.* Loss of Deposits	Unlimited
1B. Cancellation of Journey Paid in Full	Unlimited
1C. Curtailment	Unlimited
1D. Missed Connection	\$10,000
1E. Travel Delay	\$10,000
1F. Resumption of Travel	\$10,000
1G. Strikes and Hijacks	\$10,000
1H. Additional Expenses – resulting from an Act of Terrorism	\$3,000
1I.* Epidemics and Pandemics	Unlimited
SECTION 2: MEDICAL BENEFITS	
2A.* Medical Expenses in New Zealand	Unlimited \$20,000 \$20,000 \$20,000
2B. Act of Terrorism - Medical Expenses in New Zealand	\$150,000
<ul> <li>2C. Emergency Dental Treatment</li> <li>As a result of an Injury</li> <li>Pain relief not accident related</li> </ul>	\$2,000 \$1,000
2D.* Incidental Hospital Expenses	\$4,000
2E. Accompanying Person	\$15,000
2F. Search and Rescue – Natural Disaster	\$10,000
SECTION 3: LIFE AND PERSONAL ACCIDENT BENEFITS	¢05.000
3A. Funeral Expenses	\$25,000
3B. Accidental Death or Permanent Disablement	\$50,000
3C. Accidental Death or Permanent Disablement – resulting from an Act of Terrorism	\$25,000
SECTION 4: PERSONAL BAGGAGE, EFFECTS AND PERSONAL MONEY BENEFITS	¢05.000
<ul> <li>4A. Personal Baggage – Total limit including specified high value items</li> <li>General item limit</li> <li>Special item limit for items where the primary use is as a portable electronic device</li> </ul>	\$25,000 \$2,500 \$3,000
4B.* Emergency Baggage	\$1,500
4C. Specified High Value Items  Maximum Value Per item  Maximum Total Value	\$10,000 \$20,000
4D. Travel Documents	\$2,000
4E. Personal Money	\$500
4F. Additional Expenses – resulting from an Act of Terrorism	\$3,000
SECTION 5: PERSONAL LIABILITY BENEFITS	
5A. Rental Vehicle Excess	\$4,000
5B. Personal Liability	\$2,500,000
5C. Defence Costs – including wrongful arrest	\$10,000

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

## **Section 1:**

# Cancellation and Travel Disruption Benefits

You are eligible for each Cancellation or Travel Disruption Benefit up to the Maximum Claimable Amount shown in the Schedule of Benefits.

You must advise Us as soon as You are aware of any health or other circumstances that are likely to result in cancellation or curtailment of Your Journey.

Note: If Your travel plans are disrupted by a claimable event, a claim can only be lodged under one of either Sections 1B. Cancellation of Journey Paid in Full; 1D. Missed Connection; 1E. Travel Delay; 2A. sub-paragraph 4. Medical Expenses in New Zealand; or 2E. Accompanying Person. You cannot make a separate claim for the same event under each of these sections.

## **1A. LOSS OF DEPOSITS**

If prior to payment of the final amount payable for Your Journey You must cancel or amend Your travel arrangements due to any unforeseeable circumstance beyond Your control, We will pay up to the Maximum Claimable Amount for Your irrecoverable travel and accommodation deposits or expenses, which have been paid in advance.

In respect of a cancellation fee charged by Your travel agent, provided the travel agent has disclosed their cancellation fees to You in writing at the time of making Your travel arrangements, We will also pay You up to a maximum of 10% of Your total travel costs (that were paid through the travel agent) or NZ\$500 per adult, whichever is the lesser.

## 1B. CANCELLATION OF JOURNEY PAID IN FULL

If following full payment of Your Journey You must cancel or amend Your travel arrangements due to any unforeseeable circumstance beyond Your control, We will pay up to the Maximum Claimable Amount for Your irrecoverable travel and accommodation expenses, which have been paid in advance.

If You lodge a claim under Section 1D. or 1E. of the policy then a claim cannot also be lodged under Section 1B.

## 1C. CURTAILMENT

If You cannot complete Your Journey due to an unforeseeable circumstance beyond Your control and have to return to Your Country of Origin earlier than planned, We will pay up to the Maximum Claimable Amount for Reasonable additional travel and accommodation expenses (necessarily and actually incurred by You in order to return to Your Country of Origin) which are additional to Your planned itinerary provided You already hold a pre-paid return ticket.

The amount claimable will be less any amounts refundable on unused travel vouchers or tickets. Wherever claims are made by You under this section and either Sections 1A. Loss of Deposits or 1B. Cancellation of Journey Paid in Full for cancelled services/facilities or alternative arrangements for the same or similar services/facilities, We will pay for the higher of the two amounts, not both.

### **1D. MISSED CONNECTION**

If Your scheduled Public Transport service is cancelled or curtailed due to riot, strike or civil commotion, natural disaster or severe weather conditions, or You miss Your connecting scheduled Public Transport service due to any unforeseeable circumstance beyond Your control, We will pay up to the Maximum Claimable Amount for the additional necessary and Reasonable travel and accommodation expenses, appropriate to the Journey being undertaken, that You incur to arrange alternative transport to enable You to maintain Your original travel itinerary, provided that:

- a) there was no warning that the cancellation may occur;
- b) You have made Reasonable efforts to avoid any additional expenses; and
- c) refunds on unused tickets or travel vouchers have been applied for.

If the purpose of Your Journey is to attend a wedding or conference, We will pay the Reasonable alternative travel costs to Your planned destination if the wedding or conference cannot be delayed solely due to Your late arrival.

The amount claimable under this section will be less any amounts refundable for unused travel vouchers or tickets.

## **1E. TRAVEL DELAY**

If the departure of the scheduled Public Transport in which You have arranged to travel is delayed for at least 12 hours from the time specified due to any unforeseeable circumstance beyond Your control, We will pay up to the Maximum Claimable Amount for the Reasonable additional travel costs to reach Your ticketed destination, and meal and accommodation expenses necessarily incurred due to the delay which are not recoverable from any other source.

Written proof of delay from the transport provider must be submitted together with receipts for the extra costs incurred.

## 1F. RESUMPTION OF TRAVEL

If You are forced to return to Your Country of Origin due to the serious Injury, Illness, Mental Illness, disease or death of a Close Relative in Your Country of Origin, We will pay up to the Maximum Claimable Amount the Reasonable transport costs actually incurred to resume Your pre-booked travel plans as per Your original itinerary, provided that:

- a) the serious Injury, Illness, Mental Illness, disease or death of a Close Relative occurred after Your departure from Your Country of Origin and was not caused by a Preexisting Medical Condition;
- b) the Journey was at least 14 days;
- c) You had been away for less than 50% of the duration of Your Journey;
- d) You have not made a claim under Section 1C.
  Curtailment: and
- e) You held a return ticket at the time the event occurred which caused You to return to Your Country of Origin.

## **1G. STRIKES AND HIJACKS**

We will pay up to the policy's Maximum Claimable Amount for irrecoverable additional travel and accommodation costs due to cancellation or curtailment of Public Transport services as a result of a strike or hijack.

# 1H. ADDITIONAL EXPENSES - RESULTING FROM AN ACT OF TERRORISM

We will provide cover for the Reasonable additional costs incurred when You or Your travel arrangements are affected directly or in connection with any Act of Terrorism. The Maximum Claimable Amount for an Act of Terrorism will be NZ\$3,000 per Insured Person per Period of Insurance.

## 11. EPIDEMICS AND PANDEMICS

The cover described under Sections 1A, 1B, and 1C is extended to cover the following events:

- You are diagnosed with an Epidemic or a Pandemic disease and cannot commence or complete Your travel;
   or
- ii) You are specifically and individually designated by name in an order or directive to be placed into mandatory quarantine or isolation by the New Zealand Government or any other government or local authority, based on their suspicion that You have been exposed to an Epidemic or Pandemic disease;

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iii) Your travel is disrupted following the commencement of Your Journey due to You being denied boarding on any scheduled Public Transport service, based on the suspicion that you have an Epidemic or Pandemic disease and You incur costs for additional accommodation and meals as a result. The most We will pay for any claim under part iii) is NZ\$200 per day up to a maximum of NZ\$1,400.

There is no cover for claims arising from any lockdowns, changes in government alert levels, quarantine or mandatory

isolation that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where You are travelling to, from, or through.

## **EXCLUSIONS - APPLYING TO SECTION 1**

You must also check 'General Exclusions - Applying to All Sections' for reasons We will not pay.

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

- 1. Your disinclination to travel, personal wishes, financial circumstances or business reasons:
- 2. failure to check in at the correct departure time or claims resulting from You being a standby passenger;
- 3. the serious Injury, Illness, Mental Illness, disease or death of any person who is not:
  - a) You; or
  - b) a Close Relative;
- 4. Your Pre-existing Medical Condition(s) unless We have approved cover in writing;
- any Close Relative's Pre-existing Medical Condition or those of any other person who You are travelling with on Your Journey on whose state of health the Journey depends (including pregnancy);
- 6. any circumstances likely to lead to the cancellation or curtailment of the Journey that You are aware of (including strikes or strike notices) that were present at the time You purchased this insurance:
- 7. self inflicted Illness or Injury, suicide, voluntary abortion;
- 8. the receivership, statutory management, administration, bankruptcy, liquidation, financial collapse or adverse financial position of any airline, transport provider, tour operator, travel agent, or wholesaler;
- You not having the appropriate passport, entry visa or work permit documentation required by any foreign government or foreign power;
- 10. Your travel plans being affected when travel is prevented or limited by legislation, government or court order;
- 11. the inability of a tour operator or wholesaler to complete arrangements for a group tour due to a deficiency in the number of persons required to commence or complete any part of the tour;
- 12.costs charged by or payable to a supplier resulting from rescheduling or cancelling of travel arrangements by that supplier;
- 13. Your curtailment or Your cancellation for medical reasons unless on written medical advice;

- 14. the inability or negligence of a tour operator, charter airline or wholesaler to complete Your travel arrangements;
- 15. costs paid in advance that exceed the recommended retail value of any concert or sporting event ticket that is scheduled to take place during Your Journey;
- 16. claims under Section 1A. or 1B. for any unforeseeable circumstance occurring before or within 7 days of purchasing Your policy, unless the policy was purchased at the same time as Your travel arrangements were made;
- 17. lockdowns, changes in government alert levels, quarantine or mandatory isolation that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where You are travelling to, from, or through;
- 18. You commencing Your travel against the New Zealand Government's advice, or against local government advice in Your Country of Origin or any country You are transiting through.

## **Section 2:**

## **Medical Benefits**

You are eligible for each Medical Benefit up to the Maximum Claimable Amount shown in the Schedule of Benefits.

### 2A. MEDICAL EXPENSES IN NEW ZEALAND

You are covered up to the limit specified in the Schedule of Benefits for Reasonable and customary New Zealand hospital, medical, surgical, nursing home charges or other remedial attention or treatment given or prescribed by a Registered Medical Practitioner including medical repatriation expenses, incurred as a result of an Illness, Mental Illness, Injury or disease which occurred on Your Journey. This benefit only applies in excess of any amounts You are entitled to from any reciprocal arrangements between Your Country of Origin and the country in which the charges or expenses were incurred and in excess of any amounts that are recoverable by or on behalf of You from any other source.

### In all cases:

- 1. We will only pay costs incurred within 12 months of the Illness, Mental Illness or Injury;
- 2. You, or someone acting on Your behalf, must wherever possible contact Allianz Partners prior to treatment or hospitalisation. Failure to obtain Our prior approval before any hospitalisation or treatment may result in Your medical expenses claim being declined;
- 3. We have the option of returning You to Your Country of Origin for further treatment if You are medically fit to

- travel and in that event We will cover the costs for Your repatriation. If You decline to return to Your Country of Origin, We will not pay for any ongoing medical expenses incurred in New Zealand or overseas;
- 4. If You cannot continue Your Journey due to an Injury, Illness or Mental Illness which needs immediate treatment from a Registered Medical Practitioner who certifies in writing that You are medically unfit to continue Your Journey, We will reimburse Your Reasonable additional accommodation and travel expenses up to the standard of Your original booking, including returning You to Your Country of Origin if You are unable to use Your pre-arranged return transport. The amount claimable will be reduced by any amounts refundable on unused travel vouchers or tickets. Cover is also provided for emergency telephone calls and taxi fares up to an amount of NZ\$100 per person in connection with Your Injury, Illness or Mental Illness.

Note: If Your travel plans are disrupted by a claimable event, a claim can only be lodged under one of either Sections 1B. Cancellation of Journey Paid in Full; 1D. Missed Connection; 1E. Travel Delay; or 2A – sub–paragraph 4. Medical Expenses in New Zealand, for the same or similar services/facilities. You cannot make a separate claim for the same event under each of these sections.

- 5. If You choose not to return to Your Country of Origin on or prior to the expiry date shown on Your Certificate of Insurance, We will not pay for any ongoing medical expenses, including medication, that You incur after the expiry date in connection with any Injury, Illness, Mental Illness or disease that occurred during Your Journey;
- 6. Following repatriation to Your Country of Origin and provided Your medical claim has been accepted by Us, We will also pay for Your continuing medical expenses, to a maximum of NZ\$20,000, provided any costs covered under this section are incurred within 12 months from the date of Your first valid claim relating to the Illness, Mental Illness or Injury.

# 2B. ACT OF TERRORISM - MEDICAL EXPENSES IN NEW ZEALAND

We will provide cover for Reasonable medical expenses and repatriation costs incurred directly from or in connection with any Act of Terrorism subject to the Maximum Claimable Amount of \$150,000 for medical expenses.

## **2C. EMERGENCY DENTAL EXPENSES**

## **Emergency Dental Treatment as a result of an Injury**

We will pay for Reasonable dental expenses up to the Maximum Claimable Amount for emergency treatment as a result of an Injury to sound natural teeth during the Journey. Sound natural teeth do not include dentures or any tooth

which has a filling or been subject to restoration work, capping or crowning.

## **Emergency Dental Treatment - Pain Relief Only**

We will reimburse You for emergency dental expenses up to the Maximum Claimable Amount to relieve sudden and acute dental pain first manifesting itself during the Journey, provided:

- 1. the treatment is to a sound natural tooth; and
- 2. You have been to a dentist in the last 24 months as part of Your routine dental maintenance and received all recommended treatment.

### **2D. INCIDENTAL HOSPITAL EXPENSES**

If You are confined to a hospital as a result of an Injury, Illness, Mental Illness or disease, We will pay You NZ\$50 for each 24 hour period You are hospitalised provided the period of confinement exceeds at least 48 hours and limited to the Maximum Claimable Amount per Insured Person. This cover is for reimbursement of incidental non-medical expenses. We will not pay for the first 48 continuous hours You are in hospital.

## **2E. ACCOMPANYING PERSON**

We will pay the Reasonable return airfare (economy class), transportation and accommodation expenses up to the Maximum Claimable Amount for one relative or friend, who on the advice of Our Registered Medical Practitioner, travels to You and/or remains with You because of the severity of any Injury, Illness, Mental Illness or disease suffered. You must contact Us for approval before any expense is incurred.

## 2F. SEARCH AND RESCUE - NATURAL DISASTER

We will pay up to NZ\$10,000 towards the costs of a private search if You are declared missing following a natural disaster, during Your Journey, provided that:

- a) one of Your Close Relative requests the search;
- b) the search is approved by local authorities; and
- c) the search commences within 72 hours of the official notification that You are missing.

## **EXCLUSIONS - APPLYING TO SECTION 2**

## You must also check 'General Exclusions - Applying to All Sections' for reasons We will not pay.

We will not pay claims directly or indirectly caused by or arising out of:

- 1. Your Pre-existing Medical Conditions unless We have agreed to cover in writing;
- 2. medical expenses relating to hospitalisation or surgical treatment where Our prior approval has not been sought and obtained, unless notification is not possible;
- 3. Your failure to follow Our requirements in Section 2A;

- 4. any medical expenses incurred for continuing treatment including medication which commenced prior to taking out this insurance:
- 5. private medical treatment when public treatment is available;
- 6. medical expenses incurred outside New Zealand other than cover provided under the heading **Travel and transit cover outside New Zealand** on page 5 and cover provided under Section 2A paragraph 6;
- 7. loss, damage, liability, expenses or claims for or arising directly or indirectly out of:
  - a) the extraction of wisdom teeth unless these have become impacted;
  - b) dental expenses incurred in Your Country of Origin;
  - c) normal dental health maintenance, or any treatment resulting from a lack of regular dental health maintenance or hygiene including dentures, fillings, root canals, polishing and scaling, replacement due to the loss of dental bridges, restoration work, caps or crowns;
  - d) precious metal cost or pins and fittings, titanium implants in relation to dental treatment.
- 8. We will not pay claims directly or indirectly caused by or arising out of You commencing Your travel against the New Zealand Government's advice, or against local government advice in Your Country of Origin or any country You are transiting through.

## **Section 3:**

# Life and Personal Accident Benefits

You are eligible for each Life and Personal Accident Benefit up to the Maximum Claimable Amount shown in the Schedule of Benefits.

## **3A. FUNERAL EXPENSES**

Where Your death occurs We will pay up to the Maximum Claimable Amount for the Reasonable funeral and cremation or burial expenses in the area where death occurred, or for the costs of returning Your body or ashes to Your Country of Origin, excluding funeral and interment costs.

# 3B. ACCIDENTAL DEATH OR PERMANENT DISABLEMENT

If during Your Journey You sustain an Injury which within 90 days of such Injury results in Your death, We will pay to Your estate the Maximum Claimable Amount as stated in the Schedule of Benefits.

Alternatively, if due to an Injury during the Period of Insurance You are permanently disabled, We will pay You the Maximum Claimable Amount. Permanent disablement, means an Injury

which within 12 months of the accident results in paraplegia, quadriplegia, tetraplegia, the loss of one or more limbs, loss of sight in one or both eyes, loss of hearing or speech.

# 3C. ACCIDENTAL DEATH OR PERMANENT DISABLEMENT - RESULTING FROM AN ACT OF TERRORISM

If during Your Journey You sustain an Injury as a result of or in connection with an Act of Terrorism which results in Your death or permanent disablement We will pay a maximum of NZ\$25,000 per Insured Person per Period of Insurance to You or Your estate.

## **EXCLUSIONS - APPLYING TO SECTION 3**

You must also check 'General Exclusions - Applying to All Sections' for reasons We will not pay.

- 1. We will not pay for funeral expenses under Section 3A, where death occurs as a result of Pre-existing Medical Conditions that are not described as being covered under this policy or confirmed as being covered by Us in writing prior to the commencement of Your Journey.
- 2. We will not pay claims arising from:
  - a) deliberate exposure to danger unless in the attempt to save a human life;
  - b) disease, Illness or any natural causes (under Sections 3B and 3C).
- 3. If Your failure to follow Our requirements under Section 2 causes or contributes to a claim under Section 3, no claim benefit under Section 3 shall be payable.
- 4. We will not pay for funeral expenses under Section 3A, if death occurs after the 90th day from the date on which the Injury first occurred.

## **Section 4:**

# Personal Baggage, Effects and Personal Money Benefits

You are eligible for each Personal Baggage, Effects and Personal Money Benefit up to the Maximum Claimable Amount shown in the Schedule of Benefits.

If Your Personal Baggage, effects or Personal Money are stolen You must notify the local police or local government authority within 24 hours and You must obtain a copy of their incident report. Any loss or damage to Personal Baggage whilst in the custody of the carriers (airline, bus company etc) must be notified to them immediately and a property irregularity report obtained. You must take all Reasonable precautions to protect the property insured by this policy and to prevent any claim arising.

#### **4A. PERSONAL BAGGAGE**

We will pay up to the Maximum Claimable Amount for accidental loss or damage to Your Personal Baggage which has been taken on or purchased on Your Journey. The loss or damage must occur in the course of Your Journey and during the Period of Insurance.

At Our discretion We may elect to repair or replace the property or We will pay the present day value of the lost or damaged item in cash, after making an allowance for depreciation and wear and tear. Proof of purchase and ownership will be required to support any claim over NZ\$500.

The special item limit for portable electronic device includes attached or unattached lenses or accessories.

## Items under 2 years of age

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

## Items over 2 years of age

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

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

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

## **4B. EMERGENCY BAGGAGE**

If Your Personal Baggage is temporarily lost in transit, and is not restored to You within 12 hours of the discovery of the loss, We will reimburse You for the emergency purchase of essential replacement items up to NZ\$500. If Your Personal Baggage is still missing after a further 48 hours then an additional amount of NZ\$500 is claimable and after a further 72 hours then a further amount of NZ\$500 is also claimable.

Receipts of purchases must be produced to support any claim.

This section does not apply if Your Personal Baggage is temporarily lost when You are returning to Your normal place of residence.

Please note that where the mislaid luggage is not found and a claim is made under Section 4A, the costs of the items purchased under this policy section will be deducted from the claim amount paid under Section 4A.

### **4C. SPECIFIED HIGH VALUE ITEMS**

If You wish to include items of Personal Baggage or effects that have a market value more than the applicable policy limit per item, You can specify them on the policy. You will be required to provide a receipt of purchase and/or valuation certificate for each specified item in the event of a claim and pay an additional premium prior to the commencement of Your policy. The total limit per item is NZ\$10,000 with an overall total limit for all specified items of NZ\$20,000 per policy.

## **4D. TRAVEL DOCUMENTS**

We will pay up to the Maximum Claimable Amount shown in the Schedule of Benefits per Insured Person for:

- a) the cost of replacing Your personal travel documents including passports, entry visas and credit cards, carried with You on Your Journey arising out of accidental loss or theft.
- any Reasonable additional travel and accommodation expenses, if Your Journey is disrupted, to arrange replacement of Your travel documents; and
- c) the cost to You of subsequent unauthorised use by other persons, provided that You have observed all terms and conditions as set down by the issuing authority and You cannot recover Your loss from any other source.

As soon as the loss is discovered You must notify the police and the issuing authority to ensure that the appropriate cancellation measures are taken.

## **4E. PERSONAL MONEY**

We will pay up to the Maximum Claimable Amount shown in the Schedule of Benefits for the accidental loss or theft from Your person or from a locked safe or from Your accommodation when You are present in the room of Your Personal Money taken on Your Journey for personal use.

# 4F.ADDITIONAL EXPENSES - RESULTING FROM AN ACT OF TERRORISM

We will provide cover for the Reasonable additional costs incurred if Your belongings are affected directly or in connection with any Act of Terrorism, provided that the Maximum Claimable Amount for an Act of Terrorism will be NZ\$3,000 per Period of Insurance.

## **EXCLUSIONS - APPLYING TO SECTION 4**

You must also check 'General Exclusions - Applying to All Sections' for reasons We will not pay.

- 1. We will not pay for loss or damage to:
  - a) household furniture (other than soft goods which include manchester and household linen);

- fragile or brittle articles unless damage is caused by fire or accident to the conveyance in which they are being carried;
- tools of trade, bicycles, skis/snowboards and/or bindings, surfboards, windsurfers or similar water equipment other than when they are damaged in transit on a licensed commercial transporter, or resulting from fire in, or burglary from, locked accommodation premises;
- d) any other sporting equipment whilst in use;
- e) stock or samples of any kind related to business or trade:
- f) Personal Baggage sent in advance or articles mailed, sent or shipped by freight or cargo separately;
- g) Personal Baggage left Unattended by You in a Public Place:
- h) Personal Baggage left in a motor vehicle unless stored in a locked luggage compartment of the motor vehicle and forced entry is gained. If there is no lockable luggage compartment in the motor vehicle the items must be unable to be seen from outside the locked vehicle;
- i) travel documents not reported within 24 hours to the police or the issuer of any credit card or travellers cheque(s) or travel documents where You have not:
  - 1) complied with the conditions under which they have been issued; and
  - 2) done everything to minimise the loss.
- j) jewellery except when at the time of the loss or damage the item is being worn by You, or was in Your bedroom while You are present in the same room, or was in a locked safe;
- k) any electronic device caused by the malfunction of that device;
- I) any electronic data or software.



- 2. We will not pay for loss or damage arising from:
  - a) delay, detention or confiscation by Customs Officers or other officials; or
  - scratching, denting, grazing, staining, wear and tear, rot, mould, mildew, rust, corrosion, the action of insects or vermin, or clothing and personal effects being cleaned, dyed, altered or repaired.
- 3. We will not pay for loss of Personal Money except when at the time of the loss or damage the Personal Money was on Your person, or was in Your bedroom while You are present in the same room, or in a locked safe.
- 4. The first NZ\$200 of any claim for the loss or theft of any portable electronic device.
- 5. Devaluation of any currency, bonds, stocks or shares.

## **Section 5:**

## **Personal Liability Benefits**

You are eligible for each Personal Liability Benefit up to the Maximum Claimable Amount shown in the Schedule of Benefits.

## **5A. RENTAL VEHICLE EXCESS**

You are covered for the insurance excess You are required to pay, as a result of loss or damage to a rental vehicle You have hired, up to the Maximum Claimable Amount provided that:

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

## **5B. PERSONAL LIABILITY**

We will indemnify You up to the Maximum Claimable Amount for all sums that You become legally liable to pay as direct compensation consequent on:

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

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

## 5C. DEFENCE COSTS - INCLUDING WRONGFUL ARREST

We will pay for defence costs incurred by You with Our consent in defending claims made against You including such costs incurred which are the direct result of Your false arrest or wrongful detention by any government or government agency up to the Maximum Claimable Amount.

### **EXCLUSIONS - APPLYING TO SECTION 5**

## You must also check 'General Exclusions - Applying to All Sections' for reasons We will not pay.

- 1. We will not be liable in respect of Your legal liability for Injury, death, Illness, loss or damage caused by or arising in connection with:
  - a) land or buildings owned, or held in trust by You or in Your custody and control;
  - b) Your business or occupation;
  - c) the ownership or use of any land or building, aircraft or aerial device other than model aircraft;
  - d) mechanically propelled vehicles;
  - e) watercraft other than a rowboat, surfboard, sailboard, body board, water-ski or model boat; or
  - f) unmanned vehicles.
- 2. We will not pay claims arising from:
  - a) damage to property belonging to You or any employee or member of Your family or under Your or their control;
  - b) Injury, death or Illness to You, Your employee or members of Your family:
  - c) damage to any structure or land due to vibration or to the withdrawal or weakening of support;
  - d) fines, penalties and punitive, exemplary, aggravated or liquidated damages imposed upon or awarded against You;
  - e) Your liability under a contract;
  - f) Your unlawful, malicious, deliberate or intentional acts; or
  - g) transmission of any communicable disease.

# General Conditions - Applying to All Sections

- 1. You must tell Us everything that may be material to Our decision to issue or alter this policy.
- 2. We may at Our own expense take proceedings in Your name to recover compensation, damages or otherwise from any third party for loss or damage covered under this policy. Any amount recovered will belong to Us.
- 3. This policy will not provide cover for any loss or expense covered under any other insurance policy, compensation scheme or legislation. You must first seek settlement of Your cost under that policy or scheme. We will then only consider payment of any difference between the amount settled and the payment You would have been entitled to under this insurance.

(This condition does not apply to claims under Sections 3B. Accidental Death or Permanent Disablement or 3C. Accidental Death or Permanent Disablement as a result of an Act Terrorism.)

- 4. You must provide Us with all receipts, certificates, information and proof We reasonably require to help substantiate Your claim. This will include a doctor's certificate or letter if Your Journey was curtailed or cancelled due to Illness, Mental Illness or Injury and You must provide at Your own expense any medical certificate or report that We may require to consider any claim further. A medical report and blood test will also need to be provided if You have been drugged involuntarily.
- 5. You must not make any offer, promise or payment regarding admission or liability for any loss.
- No claim will be payable where any person entitled to indemnity under this policy breaches any policy terms and conditions.
- 7. You must have a valid Recognised Seasonal Employer Limited Visa for New Zealand covering the activity You are employed in and be a non-permanent resident of New Zealand and not a New Zealand citizen or passport holder.
- 8. You must comply with all Our requests relating to Your claim including co-operating by providing all information and assistance requested.
- 9. You must at all times act in a prudent manner and take all Reasonable steps to prevent loss and minimise any claim made under Your policy.
- 10. You must immediately consult and follow the advice of a Registered Medical Practitioner if You have suffered an Injury, Illness or Mental Illness.
- 11. All statements made by You or on Your behalf either in the application or otherwise in support of this policy or any claim must be correct in all aspects.

# **General Exclusions – Applying** to All Sections

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

- 1. war, invasion, act of foreign enemy, warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power;
- 2. Acts of Terrorism (refer to 'Definitions' for full details)
   unless cover is otherwise provided under individual
  sections of this policy. If We allege that by reason of this
  clause, any loss or damage, cost or expense is not covered
  by this insurance, the burden of proving the contrary will
  be upon the Insured Person;
- 3. nuclear weapons material;
- 4. an Epidemic or Pandemic, except under the following sections:

Section 1I. Epidemics and Pandemics; and Section 2 Medical Benefits.

Refer to <u>www.who.int</u> and <u>www.safetravel.govt.nz</u> for further information on Epidemics and Pandemics.

- 5. biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear;
- 6. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. (For the purpose of this exclusion, combustion includes any self-sustaining process of nuclear fission):
- 7. Your deliberate or reckless acts or Your criminal activities;
- 8. Your unlawful acts;
- 9. Your self-inflicted Illness or Injury, Your suicide, or attempted suicide;

10. any person lawfully in Your accommodation premises;

- 11. active participation in:
  - a) skiing and snowboarding outside of ski resort boundaries;
  - b) diving underwater using an artificial breathing apparatus unless You hold an open water diving license recognized in New Zealand or are diving with an instructor licensed for these activities, or, under any circumstances, diving underwater at a depth greater than 30 metres;
  - flying hang or tow gliding, microlite flying, parachuting, sky diving and other aerial activities other than the following:
    - hot air ballooning;
    - parasailing;
    - bungee jumping; or

- as a fare-paying passenger in a power driven aircraft licensed to carry passengers flown by a pilot licensed to carry passengers;
- d) mountain and rock climbing;
- e) Professional Sport;
- f) racing of any kind (other than on foot) including training;
- g) ocean yachting or boating 25 nautical miles or more from the mainland:
- h) white water rafting, white water kayaking or black water rafting in rivers that are grade 5 or higher;
- i) pot holing;
- j) rodeo activities;
- k) hunting;
- any activity in remote areas except as part of an organised tour group;
- m) extreme versions of any sport;
- 12. the New Zealand Government's recommendation that travel not be taken to any country, territory or region, if the warning has been issued prior to the purchase of this insurance, whether this relates to essential or non-essential travel or both;
- 13. elective or cosmetic surgery, including any fertility or contraceptive treatment;
- 14. pregnancy or childbirth (except for unforeseen medical complications or emergencies within the first 24 weeks of Your pregnancy). There is no cover for a child born in New Zealand unless, after birth, cover is applied for and We agree in writing to include the child in this cover;
- 15. You residing in Your Country of Origin other than in relation to Sections 1A and 1B;
- 16. sexually transmitted diseases contracted during Your Journey;
- 17. Your domestic pet or farm/lifestyle animal;
- 18. a therapeutic or illicit drug or alcohol addiction;
- 19. You being under the influence of any intoxicating liquor, drugs or substances except a drug prescribed to You by a Registered Medical Practitioner, and taken in accordance with their instructions;
- 20. riding a moped or motorcycle (whether as driver or passenger) in any of the following circumstances:
  - a) where the engine capacity is more than 200cc; or
  - b) without a helmet; or
  - c) without a valid driver's license as required in the country You are in.
- 21. any consequential loss, loss of enjoyment or loss of income;
- 22. You travelling against the advice of a Registered Medical Practitioner;
- 23. You travelling with the intention of obtaining medical treatment;
- 24. Cyber Risk.

## **Important Matters**

## **Cancelling this policy**

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

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

## Cooling-off period

If You are not completely satisfied with the extent of cover provided by this policy You may cancel this policy within 14 days after Your Period of Insurance first commences. The recognised seasonal employer that paid the premium will be given a full refund of the premium paid, provided You have not started Your Journey and You do not wish to make a claim or exercise any other right under the policy. After the 14 day cooling off period You can still cancel the policy but no refund will be due.

## **Jurisdiction and Choice of Law**

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

## Limitation of cover

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

## Fair Insurance Code

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

## **Dispute Resolution Process**

If You have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or its representatives, please call Allianz Partners on 0800 800 048 or

+64 9 4860048 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33 313, Takapuna, Auckland 0740, New Zealand, or email Your complaint to DisputeResolution@allianz-assistance.co.nz.

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

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

If Your complaint or dispute is not satisfactorily resolved, We will provide You with information on Our external dispute resolution provider.

## **Privacy Notice**

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

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

You authorise us to disclose your personal information to recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the above processes, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage (including "cloud storage") and data handling providers, transportation providers, legal and other professional advisers, your agents, broker and travelling companions, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you have bank credit card insurance, the Insurance Claims Register and our related and group companies and Hollard. Some of these third parties may be located in other countries including in Australia, Europe, Asia, Canada or the USA. We will use reasonable endeavours to ensure people we disclose your personal information to outside New Zealand are required to protect it in a way that

provides comparable safeguards to those set out under New Zealand privacy law, such as via contractual data protection obligations, our group binding corporate rules or because they are subject to laws of another country with comparable protections. However, you acknowledge that sometimes overseas recipients of your personal information may not be required to protect it in a way that provides comparable safeguards to those provided under the New Zealand privacy law.

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

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

You can: (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed; (2) correct and update your personal information (subject to the provisions of applicable privacy legislation), and (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why. You may not access or correct personal information of others unless you have been authorised by their express consent or are otherwise permitted by law.

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

If you have a request or complaint concerning your personal information or about our privacy policy, please contact: Privacy Officer, Allianz Partners, P.O. Box 33 313, Takapuna, Auckland 0740 or email us at

AzPNZ.Privacy@allianz-assistance.co.nz. For urgent assistance please call our Contact Centre on 0800 800 048.

You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if you have a complaint.

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

# **Privacy Act and the Insurance Claims Register**

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register (ICR), PO Box 474, Wellington. This policy is issued to You on the condition that You authorise Us to place details of any claims made against this policy on the database of ICR, where they will be retained and be available for other insurance companies to inspect. You also authorise Us to obtain from ICR personal information about You that is (in Our view) relevant to this policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of applicable privacy legislation.





Auckland, 0740

