# **Studentsafe – University Policy Wording** (Student Visa)

International students studying in New Zealand

2015

Arranged by Marsh Limited in association with



**Global Assistance** 

# **Unique Policy Benefits**

The general information on this page does not form part of the Policy wording but outlines some of the insurance plan and how it is uniquely designed to protect international students.

All International student insurance in New Zealand is governed by the Insurance Guidelines under the Code of Practice for the Pastoral Care of International Students.

The intention of the Code and the insurance guidelines is to ensure international students who travel to New Zealand to

study are insured from the day they leave home to travel to New Zealand and remain insured for the full duration of their planned study.

The Insurance guidelines also outline the minimum range of benefits required to comply with the Code. Studentsafe-University insurance is fully Code compliant.



Studentsafe has been designed with the Student in mind and provides a number of unique benefits including:

- Automatic travel insurance cover for travel between New Zealand and your Country of Origin
- ✓ Free access to the University Medical Centre for covered medical conditions
- Automatic Cover before Enrolment

International students who are under age 60 who travel to New Zealand to study for the first time, at one of the Universities participating in the Studentsafe-University insurance plan, have up to 31 days of cover before the course start date for which they are enrolled or have arranged to enrol in. This cover is extended irrespective of whether the student has enrolled in the Studentsafe insurance or not. However before a claim can be accepted under the terms of the Policy, you will have to prove your intention to enrol and study at a New Zealand University and pay the required premium.

#### Continuous cover throughout your study years

Provided you have paid the appropriate insurance premium each successive semester and you are enrolled in a course of study, the insurance will continue uninterrupted.

Cover for your Student Visa

Cover under this plan applies while you are enrolled at the University and until the end of your current Student Visa.

 Guarantee of cover if you are enrolled but uninsured due to the error or omission of the University or other related parties

Should for any reason you are enrolled in study but become uninsured and have a reason to claim, the cover will be reinstated provided you pay the premium due and it is established to the insurer's satisfaction the oversight was not due to you purposely avoiding to enrol in the insurance or pay the insurance premium.

# 21 days of run-off cover under the Policy if you are granted a residence visa or permanent residency while studying in New Zealand

Cover under Section 1 Medical and Related Expenses will cease 21 days after any international student insured under this Policy is granted New Zealand residence visa or permanent residency. This change in cover is because on gaining residency the student is eligible for publically funded health care in New Zealand. The balance of the Policy benefits will continue until the expiry date of the Policy.

#### Suspension of Policy cover for Doctoral Students

Doctoral Students enrolled in study can apply to the insurer to have their cover under the policy suspended for up to six months to undertake research or study related to their Doctorate. The effect of a suspension of cover preserves the insurance health record of the Student. Certain terms apply and the premium must be paid for the period of suspension.

The benefits set out above are a summary only of some of the cover available under this Policy. You must refer to the full wording for all terms and conditions that apply.

# Schedule Of Benefits

Policy benefit	Maximum claimable amount
SECTION 1 – MEDICAL AND RELATED EXPENSES	Unlimited
Subject to the following sub limits:	
Medical Expenses whilst you temporarily return to your Country of Origin	\$200,000
Continuing Treatment (following repatriation to your Country of Origin)	\$20,000
Alternative Medical Treatment	\$500
Emergency Dental	\$500
Optical (provided your Policy is for at least six months)	\$300
Mental Illness	\$20,000
Accompanying Relatives	\$100,000
Residential Nursing Benefit and Scholarship Student Living Allowance	
Residential Nursing Benefit	\$2,500
Scholarship Student Living Allowance	\$3,000
Incidental Hospital Expenses	\$2,000
Funeral Expenses	\$100,000
Search and Rescue	\$10,000
SECTION 2 – REPATRIATION AND TRAVEL DISRUPTION	Unlimited
Subject to the following sub limits:	
Loss of Deposits (including any non-refundable education provider fees)	\$100,000
Repatriation due to Mental Illness	\$25,000
Resumption of Travel	\$30,000
False Arrest	\$10,000
Hijack Cash Benefit \$100 per day	\$2,000
Rental Vehicle Return	\$1,000
Travel Delay	\$10,000
Missed Transport Connection	\$25,000
SECTION 3 – LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS, MONEY AND CREDIT CARDS	\$25,000
Subject to the following sub limits:	
Maximum limit any one item or pair of items	\$2,500
Fire Damage to property	\$5,000
Deprivation of luggage	\$1,000
Replacement of travel documents	\$3,000
Unauthorised use of travel documents	\$5,000
Money lost or stolen	\$1,000
SECTION 4 – DEATH AND DISABLEMENT BY INJURY	\$50,000
SECTION 5 – PERSONAL LIABILITY	\$2,500,000
Subject to the following sub limit:	
Residential Property Damage	\$500,000
SECTION 6 – KIDNAP AND RANSOM	\$250,000
SECTION 7 – RENTAL VEHICLE COLLISION DAMAGE AND THEFT EXCESS WAIVER	\$5,000

# **INTRODUCTION**

All International Students studying in New Zealand are required to be insured by a compliant insurance Policy. This insurance is detailed in the Insurance Guidelines of the Code of Practice for the Pastoral Care of International Students.

The intention of the Code of Practice is to ensure that International Students who study in New Zealand are comprehensively insured for the full duration of their planned study. The Code of Practice outlines the minimum level of benefits and cover that are required for an insurance Policy to be compliant. The Studentsafe-University insurance is fully Code compliant.

This contract of insurance is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (incorporated in Australia) trading as Allianz New Zealand, Level 1, 152 Fanshawe St, Auckland 1010 and administered by Allianz Global Assistance New Zealand Limited, 12-14 Northcroft Street, Takapuna, Auckland (referred to as 'us', 'we' or 'our'). Emergency Assistance is provided by Allianz Global Assistance.

This document, any application form and any written confirmation issued by us extending or limiting cover form the contract of insurance (referred to as 'your Policy' or 'this Policy').

Your eligibility to be insured under this Policy must be confirmed to us by the University before any claim will be considered. In consideration of the premium being paid (including any government levies and taxes) to the University 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 benefit amounts detailed in the Schedule of Benefits under this Policy are the maximum amounts payable under your Policy. Please note that sub-limits apply to some sections.

Please read this document carefully and note the exclusions in each section and also the general conditions and exclusions to ensure that you understand the cover provided by us.

If you need any clarification on your cover or the Policy wording please contact our Customer Service Centre on Toll Free 0800 486 004 or email us at help@studentassist.co.nz.

# Who is Eligible to Become Insured Under This Policy

This Policy is issued as a group master Policy to the University detailed on the Policy Schedule as nominal owner. The Persons eligible to become insured are:

1. Non-New Zealand residents, aged less than 60 years of age, who study at the University and temporarily reside in New Zealand. No application is required.

If you are 60 years of age or over, a medical risk assessment form must be completed and we must provide written acceptance of your application for insurance before any cover can be provided under this Policy

2. Family members under 60 years of age can apply to the University to be insured under the Policy and an additional family or couple premium will be payable. You will need to complete a Family Application form to insure your family members and pay the Appropriate Premium to the University.

For Family members aged 60 years or above, a medical risk assessment form must be completed and we must provide written acceptance of your application for insurance before any cover can be provided under this Policy.

In the event a family or couple premium is paid to us, the benefits shown in the Schedule of Benefits apply per person up to a maximum of twice the individual amount shown, unless otherwise stated in the Policy wording, and are shared by the Family in the event of a claim.

# **PRE-EXISTING MEDICAL CONDITIONS**

Pre-existing Medical Conditions are not covered under this Policy unless:

- a) The condition has been declared to us and accepted by us as an insured Pre-existing Medical Condition(s); or
- b) The condition was first diagnosed and coverage was provided under your continuous Studentsafe Policy.

A Pre-Existing Medical Condition is any medical or physical conditions or circumstances:

- a) which you were aware of, or ought to have been aware of; or
- b) for which advice, care, treatment, medication or medical attention had been sought, given or recommended; or
- c) which have been diagnosed as a medical condition, or a Sickness or which are indicative of a Sickness; or
- d) which are of such a nature to require, or which potentially may require medical attention; or
- e) which are of such a nature as would have caused a prudent, reasonable person to seek medical attention prior to the start of cover under this Policy.

**Note:** If you are changing from one type of policy to another type of policy, check with us to ascertain if any change of health that may have arisen in the former policy type, remains covered.

# **PERIOD OF INSURANCE**

#### **COVER START DATE**

For Loss of Deposits Cover the Period of Insurance starts on the later of:

- i. 31 days prior to the Course Start Date for Students who were not insured under the Policy in the preceding semester and who are travelling to New Zealand to commence their studies; or
- ii. 16 days prior to the Course Start Date for Students who were not insured under the Policy in the preceding semester and who are already in New Zealand: or
- iii. When we have provided written acceptance of your application if you are age 60 or over; or
- iv. When we have provided written acceptance of the application if a family member is age 60 or over; or
- v. Any date that we have otherwise agreed in writing.

For all other sections and sub-sections the Period of Insurance starts on the later of:

- i. Your departure from your Country of Origin for Students who were not insured under the Policy in the preceding semester and who are travelling to New Zealand to commence their studies; or
- ii. 16 days prior to the Course Start Date for Students who were not insured under the Policy in the preceding semester and who are already in New Zealand; or.
- iii. When we have provided written acceptance of your application if you are age 60 or over; or
- iv. When we have provided written acceptance of the application if a family member is age 60 or over; or
- v. Any date that we have otherwise agreed in writing.

#### CONTINUING COVER FOR RETURNING STUDENTS

For Students who were insured under the Policy in the preceding semester and who are continuing with their course of study, or enrolling in a further course of study at the University, cover continues between semesters. This includes full travel cover whilst travelling between New Zealand and their country of origin or for holidays within the approved regions stated.

#### **COVER END DATE**

Returning Students are insured up until the earlier of the following:

- 1. Your arrival in your Country of Origin following completion of your course of study; or
- 2. 150 days following your course end date or to the expiry date of your Student Visa, whichever is the earlier, provided you have paid an annual premium in your final year of study; or
- 3. You being repatriated under this Policy to your Country of Origin; or
- 4. Withdrawing from your course of study and leaving New Zealand; or
- 5. Any date that we have otherwise agreed or notified you in writing.

For all other Students cover ends at the earlier of:

- 1. Your arrival in your Country of Origin following completion of your course of study; or
- 2. On the expiry of your current Student Visa provided you have paid the appropriate premium; or
- 3. You being repatriated under this Policy to your Country of Origin; or
- 4. Withdrawing from your course of study and leaving New Zealand; or
- 5. Any date that we have otherwise agreed or notified you in writing.

Unless otherwise agreed, Family members who are Insured Persons are covered under this Policy for the same Period of Insurance as the Student who is their family member.

# TRAVEL AND TRANSIT COVER OUTSIDE NEW ZEALAND

#### **Returning Students:**

- 1. You are covered for up to 31 days in Transit from your Country of Origin to New Zealand to commence your studies.
- 2. 150 days following your course end date or to the expiry of your Student Visa, whichever is the earlier, provided you have paid an annual premium in your final year of study.
- If you return to your Country of Origin for a period not exceeding 90 days on a temporary basis during the Period of Insurance and you intend to return to New Zealand to continue your studies, you are covered for new claims occurring in respect of Sections 1(2), Medical Expenses and 2(1) Loss of Deposits. The maximum benefit in respect of Section 1(2) Medical Expenses for this Automatic Extension is \$200,000.
- 4. You are covered for a maximum of 31 days for temporary visits to Australia, Bali, Lombok and the Islands of the South Pacific and return to New Zealand during the Period of Insurance.

#### All other Students:

- 1. You are covered for up to 31 days in Transit from your Country of Origin for the first time to New Zealand, to commence your studies;
- 2. The expiry date of your current Student Visa.
- 3. You are covered for a maximum of 16 days for temporary visits to Australia, Bali, Lombok and the Islands of the South Pacific and return to New Zealand during the Period of Insurance.

# **AUTOMATIC EXTENSION OF COVER**

We will automatically extend the Period of Insurance for up to 90 days if your return to your Country of Origin is delayed due to a delay of transport or your inability to travel due to any Sickness or Injury for which a claim is payable under this Policy

# STUDENTS WHO ARE GRANTED RESIDENCY

Cover provided under this Policy under Section 1 Medical and Related Expenses will cease 21 days after any international student insured under this Policy is granted a New Zealand residence visa or permanent residency.

# **DOCTORAL STUDENTS**

Doctoral students may apply to us to have their cover under this Policy suspended for a period of up to 180 days to undertake study or research related to their Doctorate. The suspension of cover preserves your insurance record.

#### **Please Note:**

- 1. It is your responsibility to ensure you have appropriate travel insurance in place during any suspension of cover.
- If you return to your Country of Origin during the suspension for a period not exceeding 180 days and you intend to return to New Zealand to continue your studies, you are covered for new claims occurring in respect of Sections 1(2), Medical Expenses and 2(1) Loss of Deposits. The maximum benefit in respect of Section 1(2) Medical Expenses for this Automatic Extension is \$200,000. There is no cover under the Policy beyond 180 days in your Country of Origin.

# **CLAIM EXCESS**

An Excess is the amount that will be deducted from our settlement if you make a claim. The excess applies under this Policy to each separate event giving rise to a claim. The following excesses apply automatically to claims under this Policy:

- 1. Section 3 Luggage, Personal Effects, Travel Documents, Money and Credit Cards. \$200 excess on Portable Computers and sporting equipment and \$100 excess on all other items.
- 2. Section 5 Personal Liability. The greater of your residential tenancy bond or \$500 for damage to property that is owned by your educational provider, landlord or home stay or \$100 excess for any other property damage.
- 3. Sections 1, 2, 4, 6 and 7 no excess applies.

# **IF CIRCUMSTANCES CHANGE**

Any person insured under this Policy must notify us immediately if:

- 1. their visa permitting them to study or remain in New Zealand is cancelled or withdrawn;
- 2. their enrolment with the University ceases or they withdraw from their course of study;
- 3. they are the subject of criminal investigations or prosecution; or
- 4. any other insurance policy is cancelled or renewal refused by an insurer.

If we have accepted that you are covered as Family of a Student, a Student who is over 60 years of age or for coverage of your Pre-existing Medical Conditions; you must notify us immediately of any change in circumstances that has happened after the start of your Period of Insurance or that you know is going to happen and which may increase the amount of the risk, or the risk of loss, damage, liability, disablement, or the risk of insuring you.

If you do notify us of a change, as detailed above, we may alter the premium and/or the terms of your cover under the Policy. If you do not comply with this obligation any loss, damage, liability or disablement that happens after the date of the change in circumstances may not then be insured and we may not continue to insure you.

# **GENERAL CONDITIONS – APPLICABLE TO ALL POLICY SECTIONS UNLESS SPECIFIED OTHERWISE**

# **1. AUTOMATIC REINSTATEMENT OF COVER**

Your cover under Section 3 Luggage, Personal effects, Travel documents, Money and Credit cards of this Policy is subject to one automatic reinstatement without additional payment, following any one claim for loss or damage.

# 2. CLAIM OFFSET

Except for Section 4 Death and Disablement by Injury, there is no cover under this Policy for any loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or to the extent that free health care or treatment is readily available in New Zealand or under any reciprocal health agreement between the Government of New Zealand and the Government of any other country or is payable by any other source or a Health Insurance policy obtained as a condition of your entry visa into New Zealand. We will, however, pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or reciprocal health agreement or such other source and what you would be otherwise entitled to recover under this Policy.

# 3. CURRENCY

All amounts stated in the Policy including the Schedule of Benefits are in New Zealand dollars.

# 4. LAW

This Policy shall be governed by New Zealand law and any dispute or action in connection therewith shall be conducted and determined in New Zealand.

# 5. PROOF OF LOSS AND PHYSICAL EXAMINATION

You or any other person covered by this Policy must immediately provide us with full details of any claim made against you by any other person and all legal documents served on you or any other person covered by this Policy. We may at our own expense conduct any medical examination or arrange for an autopsy to be carried out.

# 6. RENEWAL

Cover under this Policy for any particular student may be renewed by payment of the renewal premium. You are unable to renew your cover under this Policy retrospectively unless that renewal is expressly approved by us.

Renewal of your cover under this Policy is at our sole discretion.

# 7. REQUIRED INFORMATION

All claims must be notified to us as soon as practicable and all medical certificates, accounts, receipts and information required by us shall be furnished at your cost and in such form and in such reasonable time as we require. Original documents must be produced.

# 8. SUBROGATION

We have the right to commence or take over legal proceedings in your name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You must co- operate with us and do nothing to hinder our rights.

#### 9. CORRECTNESS OF STATEMENTS AND FRAUD.

All statements made by you or on your behalf on any proposal you have completed or otherwise in support of this Policy or any claim must be complete and correct in all respects. 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:

- (i) 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; or
- (ii) Not pay your claim and apply additional conditions to your cover. For the avoidance of doubt, any additional conditions applied to your cover will not require your prior consent.

#### **10.GOVERNMENT CHARGES**

All premium costs include GST and New Zealand Government Fire Service and Earthquake Commission Levies that you are legally required to pay.

#### **11.REVIEW OF POLICY PREMIUM, EXCESS AND TERMS**

At the nominal renewal date each year we reserve the right to review as we deem appropriate the premium payable by any person insured under this Policy and the terms and conditions of this Policy.

During the Period of Insurance we reserve the right to change any excess payable, in the event of a claim by giving 28 days notice to the University or to change the Policy terms by mutual agreement with the University.

#### **12.CLAIM CONDITIONS**

It is a condition precedent to payment of any claim under this Policy that:

- (i) You must provide us with all reports, receipts, doctor's certificates, information and proof we reasonably require to help substantiate any claim.
- (ii) in the event of a loss, you must immediately:
  - a. do as much as you can to prevent any further loss or expense;
  - b. direct all claims communications to us;
  - c. as soon as possible after suffering Injury or Sickness, obtain and follow proper medical advice from a Medical Practitioner;
  - d. lodge a written claim against any person, party, hotel or transport provider who may be legally liable for your loss, Injury or Sickness;
  - e. you must not admit liability in respect of any loss.
  - f. we have the option of returning you to your Country of Origin for further medical treatment if you are medically fit to travel, on advice from our medical advisor, and we will cover costs for your repatriation. If you decline to return we will not pay for any ongoing medical expenses in New Zealand.

We reserve the right to direct you to our chosen supplier of goods or services to fulfil our obligations and indemnity under this Policy.

# **DEFINITIONS:**

In this Policy the following definitions apply:

- 1. Alternative Medical Treatment means reasonable expenses necessarily incurred by you in respect of medical advice or treatment by chiropractors, acupuncturists, osteopaths, podiatrists, dieticians, and nutritionists provided they are registered members of a recognised professional body for that type of Alternative Medical Treatment provider.
- 2. Annual Premium means the premium set by us and payable for cover under this Policy for a full academic year.
- 3. **Appropriate Premium** means the annual premium charged divided by 12 and multiplied by the number of months required for cover between the course start date and the expiry of the current Student Visa. This includes any allowance for cover currently provided under the policy wording.
- 4. **Country of Origin** is that country outside New Zealand in which you have established permanent residency and/or is where your travel commenced.
- 5. Course Start Date means the Student's start date of study as advised to us by the University.
- 6. Course End Date means the Student's completion date of study as advised to us by the University.
- Excess means the amount that will be deducted from our settlement if you make a claim. The excess applies under this
  Policy to each separate event giving rise to a claim. We reserve the right to review and change the amount of any excess
  applying to this Policy during the Period of Insurance.
- 8. **Family** means you and / or your Spouse and your financially dependent children and legal wards 18 years of age and under who remain in your full custody and control.
- 9. **Financial Default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme or arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
- 10. Fire means a rapid and sudden and unexpected combustion, accompanied by a flame, spark or glow. It does not include a long-term predictable process such as scorching.

In addition:

- a. A fire must be hostile and not friendly. A friendly fire is one that is contained in the place intended for it.
- b. A hostile fire is one that has spread beyond its intended place.
- 11. **Fire Damage** means sudden and unexpected physical damage to property (being that property defined in Section 3, paragraph 2 in this policy), caused by a Fire. Only direct damage caused by hostile Fire (including smoke from a hostile Fire) is covered by the Fire Damage section of the policy.
- 12. Hazardous means a risk likely to cause Injury or loss.
- 13. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having 24 hour a day nursing service and medical supervision but does not include any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.
- 14. **Injury** means physical and bodily injury, including drowning, which happens to you as a result of external violence during the Period of Insurance.
- 15. **Insured Person** means non-New Zealand residents who study at the University and temporarily reside in New Zealand and who are eligible for cover and their declared Family members who are eligible for cover.
- 16. Islands of the South Pacific means American Samoa, Cook Islands, Fiji, Kiribati, Nauru, New Caledonia, Niue, Norfolk Island, Samoa, Solomon Islands, Tahiti, Tonga, Tokelau, Tuvalu and Vanuatu.

- 17. **Kidnapping or Kidnapped** means the seizing, detaining or carrying away of you by force or fraud for the purpose of Ransom demand.
- 18. Manual Work means skilled or unskilled manual work, other than that of an academic nature.
- 19. **Medical Expenses** means reasonable expenses necessarily incurred by you within 12 calendar months of sustaining an Injury or Sickness in respect of medical advice or treatment by a Medical Practitioner, nurse, Hospital or physiotherapist including ambulance hire and the cost of medical supplies prescribed by a Medical Practitioner.
- 20. **Medical Practitioner** means a person who is, or is deemed to be registered with the local country's medical authority as a practitioner of the profession of medicine and who holds a current practicing certificate.
- 21. Period of Insurance means the period between the Cover Start Date and Cover End Date for an Insured Person.
- 22. **Portable Computer** means a portable personal computer, tablet or other electronic device that has internet connectivity, data retrieval and data storage capability. A portable computer includes smart phones that have a purchase price in excess of \$500.00.
- 23. Pre-Existing Medical Condition means any medical or physical conditions or circumstances:
  - a) which you are aware of, or ought to have been aware of; or
  - b) for which advice, care, treatment, medication or medical attention has been sought, given or recommended; or
  - c) which have been diagnosed as a medical condition, or a Sickness or which are indicative of a Sickness; or
  - d) which are of such a nature to require, or which potentially may require medical attention; or
  - e) which are of such a nature as would have caused a prudent, reasonable person to seek medical attention prior to the start date of cover under this Policy.
- 24. **Public Place** means but is not limited to shops, libraries, airports, train stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.
- 25. **Ransom** means any monetary loss which is incurred in the provision and delivery of cash, marketable goods, services or property to secure the release of you when Kidnapped.
- 26. **Relative** means your Spouse, de-facto spouse, parent or step-parent or guardian, parent-in-law, grandparent, daughter, son, daughter or son-in-law, brother or sister, brother-in-law or sister-in-law provided such person(s) are under 76 years of age and resident in your Country of Origin.
- 27. **Rental Vehicle** means a motorised passenger vehicle, such as a sedan or station wagon, rented from a licensed motor vehicle rental agency. This does not include recreational vehicles, motorcycles, scooters or mopeds.
- 28. **Returning Student** means a Student engaging in full-time study in a course that is by nature continuous through a number of successive semesters of one or more academic years and who was insured under Studentsafe in the preceding semester.
- 29. Serious Injury or Serious Sickness (in respect of a Relative or any other person on whose state of health the Travel depends) means a life-threatening medical condition which first manifested itself during your Period of Insurance.
- 30. Sickness means any illness or disease (including symptoms thereof).
- 31. **Spouse** means your husband or wife or the person with whom you have continuously cohabited during the 90 days immediately preceding the Period of Insurance.
- 32. **Student** means a non New Zealand resident who is enrolled or intends to enrol in a course of study at the University.
- 33. **Student Visa** means your current Student Visa issued by Immigration New Zealand for your current course of study as advised to the University.

- 34. **Student Visa Expiry Date** means the expiry of your current Student Visa in New Zealand, subject to a limitation for annual students, when the expiry date extends 12 months past the course start date then an Appropriate Premium shall be paid for the period of cover in excess of 12 months. This will include any allowance currently provided under the policy wording.
- 35. **Terrorist Act** 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. Terrorism also includes any act that is verified or recognised by the local government as an act of terrorism.
- 36. **Total Disablement** means disablement which continues for 12 consecutive months and at that time is certified by a Medical Practitioner as being beyond hope of improvement which results in your complete inability to engage in or attend to any gainful employment for which you are reasonably qualified to perform by reason of education, training or experience or for which you may become fit to perform through rehabilitation and retraining.
- 37. Transit means travel, including diversions of less than 72 hours to other countries en route, to or from New Zealand.
- 38. **Ultimate Net Loss** means the final amount of Ransom cost less any recoveries. If following our payment, part or all of the Ransom is recovered, you are required to reimburse us the value of the amount so recovered.
- 39. **Unattended in a Public Place** means an item can be taken without your knowledge or at a distance from which you cannot prevent it from being taken.
- 40. University means the educational body named in the Policy schedule.
- 41. Unforeseen means sudden, unexpected and unintended.
- 42. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- 43. "we" or "our" or "us" means Allianz Australia Insurance Limited and / or Allianz Global Assistance New Zealand Limited.
- 44. **"You" or "your"** means an Insured Person as declared to us by the University. Words in the singular include the plural and vice versa.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL POLICY SECTIONS**

We will not pay under any section of the Policy for any claim arising directly or indirectly out of:

- 1. Your Pre-existing Medical Condition unless:
  - a) the condition had been declared and accepted by us in writing as an insured Pre-existing Medical Condition(s); or
  - b) the condition was first diagnosed and coverage was provided under your continuous Studentsafe-University policy.
  - c) cover is provided under Section 1/7 Mental Illness In New Zealand.
- 2. A Relative's Pre-existing Medical Condition or anyone on whose health your travel depends.
- 3. Air travel except as a passenger in a properly licensed passenger carrying aircraft, unless the air travel is required as part of the training for your course of study. This does not apply to hot air ballooning.
- 4. Pregnancy, childbirth, infertility, abortion or birth control if the pregnancy existed at the time cover under this Policy was issued.
- 5. Pregnancy or childbirth, if the pregnancy commenced after your cover under this Policy was issued, except where such costs are incurred because of unexpected medical complications or emergencies that occur up to and including the 28th week of pregnancy, up to a maximum of \$100,000.
- 6. In respect to a child born during the Period of Insurance, we will not pay for congenital conditions or post-natal care or for

any amount in excess of \$100,000 under Section 1 Medical and Related Expenses for the treatment of condition(s) occurring during labour or delivery.

- 7. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection.
- 8. Hunting, racing (other than on foot), playing polo, professional sport, mountaineering, rock climbing using ropes or climbing equipment, pot holing, motorcycling unless the total engine capacity of the motorcycle is 200cc or less (a motorcycle licence must also be held at the time and place where the claim occurred), skydiving (unless under the supervision of a qualified instructor), hang-gliding, ocean yachting (unless cover has been approved by us) or deliberate exposure to exceptional danger, including Hazardous pursuits.
- 9. Radioactive contamination or radioactivity in any form whatsoever, whether occurring naturally or otherwise.
- 10. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 11. Intentional use of military force to intercept, prevent or mitigate any known or suspected Terrorist Act, except for Section 1 Medical and Related Expenses and Section 2(2) Repatriation and Cancellation.
- 12. Any Terrorist Act, except under Section 1 Medical and Related Expenses and Section 2 (2) Repatriation and Cancellation.
- 13. You travel against medical advice or when you are medically unfit to travel.
- 14. Travel undertaken for the purpose of receiving medical treatment (whether or not this was the sole purpose for such travel) unless agreed to by us prior to the departure date for the travel.
- 15. Depression, stress, anxiety, mental or nervous disorder, suicide or attempted suicide or self-Injury, except as detailed under Section 1 (7) Mental Illness in New Zealand, Section 1(8) Accompanying Relatives Travel Cost to New Zealand, Section 1(11) Funeral Expenses and Section 2(2) Repatriation and Cancellation.
- 16. Diving underwater using an artificial breathing apparatus unless you hold a current open water diving license and you are diving within the limits of the licence or you were diving under licensed instruction.
- 17. Hazardous or Manual Work (except of an academic nature).
- 18. You being under the influence of alcohol and / or drugs, except for costs as specified under section 1(8) Accompanying Relatives Travel Cost to New Zealand and Section 2(2) Repatriation and Cancellation up to a maximum sum insured of \$10,000.
- 19. You engaging in any activity associated with any criminal act.
- 20. Government intervention.
- 21. Any loss or damage as a result of, or caused by you, not following the advice in the mass media or any Government or other official body's warning:
  - a) against travel to a particular country or parts of a country;
  - b) of a strike, riot, bad weather, civil commotion, or contagious disease;
  - c) of a likely, or actual epidemic or pandemic (such as H5N1 Avian influenza) or a threat of a pandemic (such as H5N1 Avian influenza) that requires closure of the country's borders; or
  - d) of an epidemic or pandemic that results in you becoming infected or being quarantined and you did not take appropriate action to avoid or minimise any potential claim under the Policy including delay of travel to the country or part of the country referred to in the warning.

22. Your failure to follow our direction.

# **SECTION 1: MEDICAL AND RELATED EXPENSES**

# 1. MEDICAL EXPENSES

We will reimburse you for all reasonable and necessary Medical Expenses incurred for the treatment of an Injury or Sickness suffered during the Period of Insurance, including the costs associated with medical evacuation which must be pre-approved by us.

# Medical Expenses that are payable under this Policy are subject to the below detailed sub-limits and extensions:

# 2. SICKNESS OR INJURY OCCURRING IN YOUR COUNTRY OF ORIGIN

The maximum claimable amount for Medical Expenses incurred for Sickness or Injury occurring whilst you have temporarily returned to your Country of Origin is limited to \$200,000.

# 3. CONTINUING TREATMENT IN YOUR COUNTRY OF ORIGIN

Following your repatriation to your Country of Origin and provided your claim under section 1(1) Medical Expenses has been accepted by us, we will also pay for your continuing Medical Expenses to a maximum of \$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 Injury or Sickness.

# 4. ALTERNATIVE MEDICAL TREATMENT IN NEW ZEALAND

The maximum amount we will pay under this section for Alternative Medical Treatment in New Zealand is \$500 for expenses necessarily incurred by you within 12 months of sustaining an Injury or Sickness. There is no cover for Alternative Medical Treatment provided outside New Zealand.

# 5. EMERGENCY DENTAL

We will reimburse you up to \$500 for the cost of treatment for:

- (a) Injury to teeth;
- (b) The initial consultation for the relief of sudden and acute pain using antibiotics, temporary dressings or extraction.

We will not pay for elective treatment, oral surgery or normal dental maintenance. Normal dental maintenance includes new or replacement fillings, root canals, polishing and scaling, fitting or maintenance of braces or other dental appliances, wisdom teeth extractions unless impacted, replacement due to loss of dental bridges, restoration work, caps, crowns, precious metal costs or pins and fittings, periodontal, titanium implants or any work resulting from lack of regular dental maintenance and / or hygiene.

# 6. OPTICAL IN NEW ZEALAND

Providing you have paid a minimum of 50% of an Annual Premium we will reimburse you up to a maximum of \$300 per year for a visit to an optometrist in New Zealand including the cost of spectacle frames, prescription lenses and contact lenses if:

- (a) your optical aids are lost, stolen or damaged; or
- (b) you require new lenses as a result of a change in vision. There is no cover for optical treatment provided outside New Zealand.

# 7. MENTAL ILLNESS IN NEW ZEALAND

Subject to a maximum claim limit of \$20,000 we will reimburse you for all reasonable Medical Expenses incurred in New Zealand for the treatment of depression, stress, anxiety, mental or nervous disorder, suicide or attempted suicide or self-injury. There is no cover for Medical Expenses incurred outside New Zealand for the treatment of mental illness.

# 8. ACCOMPANYING RELATIVES TRAVEL COSTS TO NEW ZEALAND

If you are hospitalised in New Zealand for a critical condition and medical circumstances dictate, we will pay for the reasonable return airfare (economy class), transportation and accommodation charges incurred for up to two of your Relatives to attend you and / or escort you to your Country of Origin, or in the event of your death to accompany your remains back to your Country of Origin. The maximum sum payable under this sub-section is \$100,000. General Exclusions 15 and 18 do not apply to this benefit and payment is subject to our prior written agreement.

# 9. RESIDENTIAL NURSING BENEFIT AND SCHOLARSHIP STUDENT LIVING ALLOWANCE

If following Hospital treatment in New Zealand, which was covered under Section 1(1) Medical Expenses, it is deemed medically necessary for you to receive home-based nursing care, we will pay up to \$125 per day, subject to a maximum of \$2,500, for the reasonable cost of a nurse to attend to you in your New Zealand residence.

A cost of living allowance of \$100 per day will be paid up to a maximum of \$3000 if as a consequence of a claim under Section 1(1) Medical Expenses:

- i) you are a Scholarship Student receiving a recognised scholarship which includes payment of your living expenses during your study; and
- ii) your Scholarship is suspended or withdrawn under the terms of the Scholarship due to your inability to engage in study.

# **10. INCIDENTAL HOSPITAL EXPENSES**

A cash benefit of \$100 for every continuous 24-hour period you are confined to Hospital as an in-patient due to Injury or Sickness.

#### **11. FUNERAL EXPENSES**

The reasonable cost of returning your remains to your Country of Origin, or the reasonable funeral and related costs if the body is buried or cremated at the place of death, in the event you die during the Period of Insurance. General Exclusions 15 and 18 do not apply to this benefit and payment is subject to our prior written agreement.

# **12. SEARCH AND RESCUE**

We will pay up to \$10,000 towards your proportion of the costs of a private search within New Zealand (excluding land more than 100 kilometres from the North or South Islands) if you are declared missing, during the period of insurance, provided that:

- i. One of your Close Relatives requests the search;
- ii. The search is approved by the local authorities;
- iii. The search commences within 72 hours of the official notification that you are missing;
- iv. Any official search has been abandoned;
- v. You have complied at all times with local safety advice and have adhered to recommendations prevalent at the time;
- vi. You have not knowingly endangered your own life or the life of any other person or engaged in activities where your experience or skill level fall below those reasonably required to participate in such activities.

#### **EXCLUSIONS APPLYING TO SECTION 1 MEDICAL AND RELATED EXPENSES**

We will not pay for:

- 1. Any Pre-Existing Condition unless it:
  - (a) has been declared to and accepted by us as an insured Pre-Existing Medical Condition; or
  - (b) was first diagnosed and coverage was provided under your continuous Studentsafe Policy.
  - (c) cover is provided under Section 1/7 Mental Illness In New Zealand.
- 2. Any charges or medical expenses you incur if you fail to return to your Country of Origin or to an alternative location at our direction once you may, in the opinion of our medical adviser, have safely undertaken to do so or after you fail to follow our advice or instruction.
- 3. Expenses relating to the continuation or maintenance of any course of treatment you were receiving prior to the commencement of this Policy or replenishment of prescribed medications being taken by you prior to your departure from your Country of Origin, unless the prescribed medication was lost or damaged.
- 4. Expenses arising from elective surgery or elective medical treatment, unless otherwise agreed in writing by us.
- 5. Any expenses incurred more than 12 calendar months after the date of Injury or, in the case of Sickness, more than 12 calendar months after the date on which the first Medical Expense is incurred or the expiry of your cover under this Policy whichever occurs last, (excluding cover under Section 1 (4) Alternative Medical Treatment.)
- 6. Drugs or medications that are not:
  - (a) prescribed by a Medical Practitioner; or
  - (b) medically necessary for the treatment of a covered medical condition; or
  - (c) listed in the New Zealand Pharmaceutical Schedule managed by the Pharmaceutical Management Agency which lists prescription medicines and related products subsidised by the New Zealand Government, via the Ministry of Health.
- 7. Renewal of disposable contact lenses.
- 8. Residential home care except as provided in Section 1(9) Residential Nursing Benefit and Scholarship Living Benefit.
- 9. Health screening, medical and dental reviews or vaccinations.
- 10. Medical costs for immigration application or clearance.
- 11. More than one claim for accompanying relative costs under Section 1(8) Accompanying Relatives for the same relative, condition or event.

# **SECTION 2: REPATRIATION AND TRAVEL DISRUPTION**

# 1. LOSS OF DEPOSITS

We will reimburse you for the non-recoverable, unused portion of travel, accommodation, educational fees or other deposits paid for in advance by you following cancellation, alteration or amendment of your travel due to:

- (a) The Unforeseen death, Serious Injury or Serious Sickness of a Relative or travelling companion, provided that this person is under 76 years of age; or
- (b) You suffering an Injury or Sickness during the Period of Insurance.

# 2. REPATRIATION AND CANCELLATION

We will reimburse you, or pay where we agree circumstances necessitate, for the expenses reasonably and necessarily incurred in addition to those already budgeted for or likely to be incurred during the Period of Insurance but less any refund on unused prepaid travel and accommodation arrangements, as a result of:

- (a) You having to return to your Country of Origin during the Period of Insurance due to the Unforeseen death, Serious Injury or Serious Sickness of a Relative or travelling companion, provided that such a person is under 76 years of age.
- (b) You suffering an Injury or Sickness during the Period of Insurance.
- (c) Any other unforeseen circumstance not covered elsewhere in the Policy which is outside your control other than those circumstances described in (a) and (b) above or specifically described elsewhere in the Policy.

Note: General Exclusions 15 or 18 shall not apply to a claim under Section 2 (a). However, the claimable benefit under General Exclusion 15 will be limited to a maximum limit of \$25,000 and the limit to apply under General Exclusion 18 will be a maximum of \$10,000.

# 3. RESUMPTION OF TRAVEL

If you wish to resume your original trip following a valid claim under Section 2 (2) Repatriation and Cancellation we will pay the reasonable additional costs of an economy class air fare to return you to the same location you were in prior to your claim. Provided:

- a. Your resumption of travel takes place within six months of the date of loss recorded on your claim for section 2(2) Repatriation and Cancellation ; and
- b at least 28 days of the original Period of Insurance was remaining when the event that necessitated your return occurred; and
- c. your resumption of travel is necessary for educational purposes such as completing examinations, lectures or research commitments or an existing academic course.

# 4. FALSE ARREST EXPENSES

The reasonable legal costs actually and necessarily incurred by you as a result of your false arrest or wrongful detention, during the Period of Insurance, by any legally recognised foreign Government.

# 5. HIJACK CASH

A cash benefit of \$100 for every continuous 24-hour period that you are detained as a result of the public transport in which you are travelling being hijacked.

# 6. RENTAL VEHICLE RETURN

The reasonable costs incurred in returning your Rental Vehicle to the nearest Rental Vehicle depot if you are unable to return it yourself due to your Sickness, Injury or death, but only where you are liable for such costs under the hire agreement.

# 7. TRAVEL DELAY

If your travel arrangements are delayed for at least 6 consecutive hours due to any Unforeseen cause beyond your control, we will pay for your reasonable additional costs necessarily incurred due to the delay, including the costs of meals, which are not recoverable from any other source.

# 8. MISSED TRANSPORT CONNECTION

If your scheduled public air 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 air 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.

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

# **EXCLUSIONS APPLYING TO SECTION 2 – REPATRIATION AND TRAVEL DISRUPTION**

#### We will not pay for any claims arising from:

- 1. Your Pre-Existing Medical Condition unless it:
  - (a) has been declared and accepted by us in writing as an Insured Pre-Existing Medical Condition; or
  - (b) was first diagnosed and coverage was provided under your continuous Studentsafe Policy.
  - (c) cover is provided under Section 1/7 Mental Illness In New Zealand.
- 2. The Pre-Existing Medical Condition of a Relative or anyone on whose state of health your journey depends.
- 3. Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a warning in the news media or current notifications by the local Government or New Zealand Government (MFAT) Safe Travel web site, before the date the travel was booked, that such events were likely to occur.
- 4. Carrier caused delays where the costs are recoverable from the carrier.
- 5. Any business or financial or contractual obligation or commitment of you or of any other person on whom the travel depends.
- 6. Any change of plans or disinclination to travel on your part or of any other person on whom the travel depends.
- 7. 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.
- 8. The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism-related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.
- 9. Any missed transport connection arising from any business or financial or contractual obligation or commitment of you or of any other person on whom the travel depends.
- 10. A special event which could have been rescheduled to a later time to coincide with your late arrival.
- 11. Any industrial disputes that you were aware of prior to the booking of your travel.
- 12. You not having the appropriate passport, visa or work permit documentation required by any foreign government or foreign power.
- 13. More than one repatriation in relation to the same Relative, condition or event

# SECTION 3: LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS, MONEY AND CREDIT CARDS

We will indemnify you should any of the events described below occur during the Period of Insurance.

# 1. LOST or DAMAGED PROPERTY

For accidental loss of or damage to your accompanied luggage; personal effects normally worn or carried on the person; Portable Computers or other portable electronic equipment; portable sporting equipment (including bicycles); portable musical equipment and personal documents (including papers, specifications, manuscripts and stationery).

In the event of a claim, the maximum amount we will pay for any one item, set or pair of items is \$2,500. This item limit includes the value of any attached or unattached accessories.

High Value specified items - You can apply to us to insure items of higher value than the policy item limit. You will need to complete a Specified Item form to insure the item and will be required to pay an additional premium per 12 month period The maximum insurable value for any specified item, set or pair of items is \$5,000. In the event of a claim you must be able to support your claim with receipts or valuations.

# 2. FIRE DAMAGE TO PROPERTY

Fire Damage to accompanied luggage; personal effects normally worn or carried on the person; Portable Computers or other portable electronic equipment; portable sporting equipment (including bicycles); portable musical equipment and personal documents (including papers, specifications, manuscripts and stationery).

In the event of a claim, the maximum amount we will pay for Fire Damage is \$5,000.

# 3. DEPRIVATION OF LUGGAGE

For emergency replacement of essential luggage if your luggage is delayed, misdirected or temporarily misplaced by any carrier for more than eight (8) consecutive hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items you needed to purchase must be supplied. Claims are limited to a maximum of \$1,000 for an individual or a Family. Any amount paid under this section will be offset against any amount claimed under section 3(1) Lost or Damaged Property.

# 4. REPLACEMENT OF TRAVEL DOCUMENTS

For the non-recoverable cost of replacing travel documents, credit cards and traveller's cheques accidentally lost or damaged, limited to \$3,000.

# 5. UNAUTHORISED USE OF TRAVEL DOCUMENTS

For your legal liability for payment arising out of the unauthorised use of your travel documents, credit cards or travellers cheques which are stolen during the Period of Insurance by any person other than you, your Relative or travelling companion, limited to \$5,000.

# 6. MONEY

For accidental loss of cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments taken with you. The maximum amount payable is \$1,000 for an individual or Family.

# BASIS OF SETTLEMENT UNDER THIS SECTION

For claim settlement under this section we have the option, at our sole discretion, to:

- a. replace the item; or
- b. pay the lesser of the replacement cost or depreciated value of the item(s) being claimed; or
- c. choose to repair the item(s) being claimed.

For clarification in calculating the depreciated value for Portable electronic equipment and laptops, no depreciation will be applied to items purchased new within the last 6 months. For items over 6 months the following rates of depreciation will apply:

•	Item purchased between 6 months and 1 year	15%
•	Item purchased between 1 and 2 years	30%
•	Item purchased between 2 and 3 years	60%
•	Item purchased over 3 Years	80%

# CONDITIONS

It is a condition precedent to payment of any claim under this Section that:

- a. all losses including damage attributable to theft or vandalism be reported to the local police or appropriate authority within 24 hours after the discovery of the loss and a written acknowledgement of the report obtained;
- b. any loss or damage to personal baggage whilst in the custody of the carriers (e.g. an airline or bus company) must be notified to them immediately and a property irregularity report obtained;
- c. any loss of credit cards, traveller's cheques or travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken;
- d. you must take all reasonable precautions for the packing, safety and supervision of any item(s) including Portable Computers, portable electronic property, personal effects, travel documents, money and credit cards;
- e. you must not leave any item(s) unlocked or unattended in a Public Place or in any unlocked and unattended building or vehicle at any time, nor in a vehicle overnight;
- f. you must secure Portable Computers and portable electronic property in a locked premise, safe or strong room or out of sight in a locked vehicle and carry such items as personal hand luggage when travelling;
- g. any loss by Fire or for Fire Damage is limited to a maximum of \$5,000.

# **EXCLUSIONS**

We will not pay for:

- 1. Reinstatement, replacement or damage to any electronic data or software.
- 2. Scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment or binoculars.
- 3. 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.
- 4. Any item(s) shipped under a freight agreement, sent by a postal or courier service, or purchased over the internet.
- 5. Losses due to depreciation or devaluation of currency.
- 6. Loss or damage arising from the confiscation or destruction by customs or any other authority.
- 7. Loss or damage to household furniture, household appliances being used by you for domestic use, business property and computer and electronic equipment that is not portable.
- 8. Loss of or damage to sporting equipment including surfboards, sailboards, boogie boards and bicycles whilst in use.
- 9. Loss of data or any consequential loss.
- 10. The first \$200 for any Portable Computer, or sporting equipment claim and the first \$100 for any other claim under this section of the Policy.

- 11. Item(s) left unlocked or in any unlocked and unattended building or vehicle at any time, or items left in a vehicle overnight.
- 12. Items left with a person you cannot identify or Unattended in a Public Place.
- 13. More than \$10,000 in total for any claim under this Section in respect of insured items left in a vehicle.
- 14. Loss to or damage of spectacle frames, prescription lenses or contact lenses. These items are only claimable under Section 1(6) Optical.
- 15. Portable Computers and portable electronic property unless they are stolen from locked premises, safe or strong room or they were out of sight in a locked vehicle.
- 16. Loss or damage for any electronic device caused by the malfunction of that device.
- 17. More than \$5,000 for any claim due to Fire Damage.
- 18. The first \$10,000 for losses or damage claimed due to an earthquake or a series of earthquakes limited to a policy year period.

# **SECTION 4: DEATH OR DISABLEMENT BY INJURY**

#### 1. DEATH OR DISABLEMENT BY INJURY

In the event of an Injury resulting in your death or Total Disablement during the Period of Insurance, or within 12 calendar months of the Injury, we will pay your estate \$50,000.

# 2. EXPOSURE

We will pay your estate \$50,000 if as a result of an Injury you are exposed to the elements and as the result of that exposure within 12 calendar months suffer death or Total Disablement.

# 3. DISAPPEARANCE

If your body is not found within 12 calendar months after an accident involving the conveyance in which you were travelling, death will be presumed in the absence of any evidence to the contrary.

#### CONDITIONS

- 1. After the occurrence of any of the events, all cover under this Section shall cease.
- 2. Benefits shall not be payable for more than one of the events.
- 3. Benefits payable for the death of financially dependent children and / or legal wards 18 years of age and under shall be limited to a maximum benefit of \$10,000.
- 4. All compensation is payable to your estate.

#### **EXCLUSIONS APPLYING TO SECTION 4 – Death or Disablement by Injury**

We will not pay for any claim which directly or indirectly arises from or is caused by any type of Sickness, infection or contagion, even if contracted through an Injury. This exclusion shall not apply to medically-acquired infections or blood poisoning.

# **SECTION 5: PERSONAL LIABILITY**

We will pay all damages, compensation and legal expenses, up to the maximum benefit specified in the Schedule of

Benefits for which you become legally liable during the Period of Insurance as a result of your negligence causing:

- 1. Bodily Injury (including death or Sickness) of another person.
- 2. Loss of or damage to property.

# CONDITIONS

It is a condition of payment under this Section that you do not admit fault or liability to any other person without our prior written consent.

#### **EXCLUSIONS APPLYING TO SECTION 5 – PERSONAL LIABILITY**

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

- 1. Bodily Injury (including death or Sickness) to you or to any member of your Family ordinarily residing with you.
- 2. Bodily Injury (including death or Sickness) to any of your employees arising out of or in the course of employment.
- 3. Loss of or damage to property owned by or in the control of you or any member of your Family ordinarily residing with you.
- 4. Loss or damage to property that is in your custody or control (unless it is accidental loss or damage to residential property owned by your educational provider, landlord or home-stay in which case we will pay up to a maximum amount of \$500,000).
- 5. Loss of or damage to property or bodily Injury (including death or Sickness) arising out of your ownership, use or possession of any mechanically propelled vehicle, aircraft or water-born craft.
- 6. Loss of or damage to property or bodily Injury (including death or Sickness) arising out of your business or trade or occupation, or out of professional advice given by you.
- 7. Any contract unless such liability would have arisen in the absence of that contract.
- 8. Loss or damage or bodily Injury (including death or Sickness) arising from a criminal or illegal act committed by you, or one of your employees, or a member of your Family or touring party.
- 9. Judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within New Zealand or the country in which the accident occurred giving rise to your liability.
- 10. Aggregate, exemplary or punitive damages.

# EXCESS

We will not pay the first:

- 1. \$500 or the amount of your residential tenancy bond, whichever is the greater, for damage to property that is owned by your educational provider, landlord or home-stay.
- 2. \$100 for all other claims under this section.

# **SECTION 6: KIDNAP AND RANSOM**

We will pay up to the limit of \$250,000 if you are kidnapped for:

- 1. The Ultimate Net Loss of Ransom paid by you, or your representative, following the Kidnapping of you during the Period of Insurance; and
- 2. The reasonable expenses actually and necessarily incurred following receipt of a Ransom demand after the Kidnapping of you during the Period of Insurance for:
  - (a) The fees and expenses of a security consultant retained as the result of such a demand provided we have given our consent to the appointment of the security consultant.
  - (b) Interest paid on monies borrowed from a financial institution for the purpose of paying the Ransom. The amount we will pay will be for a term not exceeding 30 days prior to the payment of the ransom until the first business day after settlement from us, at a rate of interest not exceeding 2% above the contemporary overdraft interest rate charged by the ANZ Bank.
  - (c) Any other expenses which are incurred for the purpose of investigating, negotiating or paying a Ransom demand or recovering you.

# CONDITIONS

It is a condition of payment under this Section that:

- 1. You must keep this insurance cover confidential.
- 2. We will not act as an intermediary or negotiator for you, nor will we offer direct advice on dealing with the kidnapper.
- 3. On advice that you have or may have been kidnapped, it will be necessary to:
  - (a) determine whether you have been kidnapped;
  - (b) notify the appropriate law enforcement agency and comply with their recommendations and instructions;
  - (c) give us immediate notification of the kidnapping or suspicion of it; and
  - (d) record the serial numbers or other identifying characteristics of any currency or goods delivered to secure your release.
- 4. If investigation establishes collusion or fraud by you, you must reimburse us for any payment we have made under this Section.

#### **EXCLUSIONS APPLYING TO SECTION 6 – KIDNAP AND RANSOM**

#### We will not pay:

- 1. If you have;
  - (a) had kidnap insurance declined, cancelled or issued with special conditions in the past; or
  - (b) suffered a kidnapping or attempted kidnapping in the past; or
  - (c) had an extortion demand made against you in the past.
- 2. For kidnapping occurring in Mexico or in any country located in Central or South America or in any Nation State where the United Nations armed forces are present.

# SECTION 7: RENTAL VEHICLE COLLISION DAMAGE AND THEFT EXCESS COVER

We will reimburse you for any excess, deductible or costs within the excess or deductible, for which you become legally liable to pay, limited to \$5,000, during the Period of Insurance, in respect of loss or damage during the rental period to a Rental Vehicle you have hired.

# CONDITIONS

- 1. The Rental Vehicle must be rented from a licensed rental agency.
- 2. As part of the hiring arrangement you must take up the rental organisation's comprehensive motor insurance for the duration of the rental period.
- 3. You must comply with all the requirements of the rental organisation under the hire agreement and of the insurer under the insurance.

# EXCLUSIONS APPLYING TO SECTION 7 – RENTAL VEHICLE COLLISION DAMAGE AND THEFT EXCESS COVER

We will not pay for:

- 1. Loss or damage arising from the operation of the Rental Vehicle in violation of the terms of the rental or comprehensive motor insurance agreement.
- 2. Wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.

# 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.

# FAIR INSURANCE CODE

Allianz supports the principles of the Fair Insurance Code. The purpose of this Code is to increase the standards of practice and service within the insurance industry. Brochures on the Code are available from our office.

# DISPUTE RESOLUTION PROCESS

If you have a complaint or dispute in relation to this insurance, or the services of Allianz Global Assistance NZ Ltd ('AGA') or its representatives, please call AGA on 0800 800 048 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33133, Auckland 0740, New Zealand. AGA will attempt to resolve the matter in accordance with its Internal Dispute Resolutions process.

A dispute can be referred to the Financial Services Complaints Ltd (FSCL), subject to its terms of references. The FSCL provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. The contact details for the FSCL are:

Financial Services Complaints Ltd (FSCL) Free phone: 0800 347 257 Telephone: +64 (04) 472 3725 Fax: +64 (04) 472 3728 Post: PO Box 5967, Lambton Quay, Wellington 6145, New Zealand Email: info@fscl.org.nz

#### **PRIVACY NOTICE**

To arrange and manage your travel insurance, we (in this Privacy Notice "we", "our" and "us" includes Allianz Australia Insurance Limited, Allianz Global Assistance New Zealand Limited, and AGA Assistance Australia Pty Ltd and their authorised agents) collect personal information from you and others (including those authorised by you such as your doctors, hospitals, and persons whom we consider necessary).

Any personal information provided to us is used by us and our agents to evaluate and arrange your travel 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 and investigating claims. We may also collect, use and disclose it for product development, marketing, research, IT systems maintenance and development, recovery against third parties and for any other purpose with your consent.

Your personal information may be disclosed to (and received from) third parties in New Zealand or overseas involved in the above process, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, transportation providers, legal and other professional advisers, your agents and travelling companions, and our related and group companies.

The use and disclosure of your personal information will provided to third parties for the primary purposes stated above. The personal information (but not sensitive information) may also be used for a secondary purpose but only if you would reasonably expect us to use that information for such secondary purpose.

When you give personal information about other individuals, we and our agents rely on you to have made or make them aware:

- that you will or may provide their information to us;
- of the types of third parties to whom the information may be provided;
- of the relevant purposes we and the third parties we will disclose it to, will use it for; and
- of how they can access it.

We rely on you to have obtained their consent on these matters. If you have not done or will not do these things, you must tell us or our agents before you provide the relevant information.

You can seek access to and correct your personal information by contacting us. You may not access or correct personal information of others unless you have been authorised by their express consent or otherwise under law, or unless they are your dependants under 16 years.

If you do not agree to the above or will not provide us with personal information, we may not be able to provide you with our services or products or may not be able to process your application nor issue you with a policy. In cases where we do not agree to give you access to some personal information, we will give you reasons why.

#### PRIVACY ACT AND THE INSURANCE CLAIMS REGISTER (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud.

The ICR is operated by:

Insurance Claims Register Limited (ICR Ltd) PO Box 474 Wellington.

This Policy is issued and cover provided to you on the condition that you authorise us to place details of any claims made against this Policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. You also authorise us to obtain from ICR Ltd personal information about you that is (in our view) relevant to this Policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

#### **INSURER FINANCIAL STRENGTH RATING**

Allianz Australia Insurance Limited has an AA- insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited.

The rating scale is:

AAA	Extremely Strong	В	Weak
AA	Very Strong	CCC	Very Weak
А	Strong	CC	Extremely Weak
BBB	Good	R	Regulatory Action
BB	Marginal		

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

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

# IMPORTANT CLAIMS INFORMATION AND HOW TO CONTACT US

If you are to be hospitalised, require evacuation or repatriation services, need to make alternative travel or accommodation arrangements or have lost your baggage or money, please notify us as soon as possible.

All claims must be notified as soon as possible. We provide our policyholders with easy access to our 24-hour emergency assistance service. We will assist you and confirm cover available under the Policy. You will be advised of any steps you will need to follow in claiming under the Policy in the event of a claim. You can call collect from anywhere in the world for emergency medical and travel assistance or use one of our toll-free numbers:

- Within New Zealand: 0800 486 004 or 09 488 1638
- Australia toll-free: 1 800 554 114
- UK toll-free: 0500 893 893
- USA toll-free 1 800 326 1543
- Worldwide reverse charge: + 64 9 486 6868

#### You can also:

- Email: claims@studentassist.co.nz
- Post to: Studentsafe, PO Box 33313 Auckland; or
- Visit: our website www.studentassist.co.nz

# CANCELLATION

- 1. Your cover under this Policy may be cancelled by you at any time:
  - (a) Before the Cover Start Date under this Policy, by giving us written notice; or
  - (b) After the Cover Start Date of your cover provided you have not claimed and you can prove to the University that you hold alternative Code compliant insurance.

Upon cancellation of your cover under this Policy refunds of premium will be calculated as follows:

- a) If cancellation takes place within 14 days of the course start date and you have not claimed, the premium will be refunded in full.
- b) If you cancel more than 14 days after the course start date and your Period of Insurance was for at least 90 days and you have not claimed, we will refund the unused premium to you on a pro-rata basis less 20% for administration purposes.
- c) If you cancel after the course start date and your Period of Insurance was less than 90 days, we will retain the unexpired premium for administration purposes.
- 2. We can cancel your cover under this Policy upon giving you 14 business days notice in writing to your last known contact address if:
  - (a) you fail to comply with the duty of utmost good faith; or
  - (b) you fail to comply with your duty of disclosure; or
  - (c) at the time when the Policy was entered into you made a misrepresentation to us during the negotiations for the Policy; or
  - (d) you fail to comply with a provision of the Policy, including a provision with respect to payment of the premium; or
  - (e) you make a false or fraudulent claim under this Policy or any other contract of insurance (whether with us or with some other insurer) that provides insurance cover during any part of the period during which the first-mentioned contract provides cover; or
  - (f) we believe your claims history under this Policy or any other insurance policy (whether underwritten by us or not) is exceptional or abnormal.
- 3. We are obligated under this Policy to provide the University with 180 days notice that we intend to withdraw from accepting any new insurance cover under this Policy or not renew the Policy for the subsequent year. In the event of such notice it shall be delivered in writing to the University with no less than 180 days notice before the Policy's nominal renewal date of 28 February each insurance year.

# How can we help?

# Contact Details

Email: help@studentassist.co.nz Phone: 0800 486 004

# Allianz Global Assistance

PO Box 33313 Level 1, 12-14 Northcroft Street Takapuna Auckland, 0740 www.allianz-assistance.co.nz