## ANZ Premium Card Travel Insurance

TERMS AND CONDITIONS | EFFECTIVE DECEMBER 2012



This **policy** is issued/insured by AIG Insurance New Zealand Limited, "AIG". This **policy** has been arranged for **you** by **ANZ** and is available to **you** as part of **your ANZ Premium Card**. This **policy** document is effective from 1 December 2012 and supersedes any previous policy documentation issued by **us** in relation to the ANZ Premium Card Travel Insurance.

#### Important phone numbers

#### **ANZ Premium Card**

For account enquiries and lost or stolen cards within New Zealand call **0800 658 044** or outside New Zealand call Auckland on + **64 9 522 3010**.

#### **ANZ Premium Card Travel Insurance**

Claims and Enquiries in New Zealand call the AIG call centre on **0800 499 666** during normal business hours.

# Emergency and Medical Assistance, and Concierge Service when Travelling overseas

Call Travel Guard<sup>™</sup> collect on + 64 9 359 1627.

### Contents

Overseas Travel Insurance	3
Introduction	3
Emergency & Medical Assistance Service	3
Concierge Service	5
Schedule of Compensation	6
Policy wording	7
Important Information	7
Definitions	13
General Policy Conditions	17
General Policy Exclusions	20
Policy sections	22
Section 1A: Overseas Medical Expenses	22
Section 1B: Additional Expenses	22
Section 2: Luggage, Personal Effects, Travel Documents, Money and Credit Cards	26
Section 3: Missed Transport Connection	29
Section 4A: Personal Injury	29
Section 4B: Loss of Income	32
Section 5: Personal Liability	32
Section 6: Kidnap and Ransom	33
Section 7: Rental Vehicle Collision Damage and Theft Excess Cover	35
Section 8: Alternative Employee Expenses	36
Questions and Answers	37
The Insurer	39
Master Policy	39
Transport Accident Insurance	
(ANZ Platinum Cardholders only)	39
Introduction	39
Policy wording	40
Important Information	40
Definitions	41
Description of Cover	43
Benefit Schedule	43
General Policy Conditions	44
General Policy Exclusions	45

### **Overseas Travel Insurance**

#### Introduction

As an **ANZ Premium Cardholder**, **you** and **your family** receive comprehensive Overseas Travel Insurance. As long as **you** meet the criteria for eligibility, **your** cover will be automatically provided when **you travel** overseas. The eligibility criteria are fully explained on page 7 under Important Information.

This is **your policy** document, which explains what **you** are covered for, what **you** should do in an emergency when **travelling** overseas and how to make a claim. Throughout the **policy you** may come across some unfamiliar terms or **you** may wish to seek clarity on the use of these terms. Please refer to the Definitions section on page 13 and take time to familiarise **yourself** with the **policy**, in particular the Conditions, Definitions and Exclusions.

As part of this **policy**, the **insurer** provides **you** with 24 hour a day assistance through Travel Guard<sup>™</sup> when **you** are **travelling** overseas. This service provides **you** with emergency and medical assistance, if required, and also gives **you** the use of a concierge service. **You** will find more information about these services below. If **you** need to make a claim or have any enquiries about the insurance cover provided by this **policy**, **you** can call the AIG call centre on 0800 499 666.

#### **Emergency & Medical Assistance Service**

Cover under this ANZ Premium Card Overseas Travel Insurance **policy** gives **you** access to the worldwide services of Travel Guard™, which includes an Emergency and Medical Assistance Service.

This service puts **you** in touch with a highly trained team of experts if **you** have an emergency when **you** are **travelling** overseas. Help is always just a phone call away, with medical professionals available 24 hours a day, seven days a week. If **you** have an accident or get sick, Travel Guard<sup>™</sup> can:

- Tell you where to find the nearest registered, English-speaking medical practitioner.
- Co-ordinate emergency medical evacuation.
- Keep your immediate family advised of your situation.
- Provide payment guarantees to hospitals or emergency clinics.
- Arrange hospital case management.
- Arrange a second opinion on surgery.

We can also help with:

- Advice about making a claim.
- Replacing lost passports, money and other important documents.
- An urgent message service or emergency **travel** planning.
- Reports about global trouble spots and advice about **travelling** safely.
- A legal referral service.
- The location of New Zealand Embassies and Consulates.

Things you should be aware of:

In the event that **you** or **your family** require **hospital** or surgical treatment overseas or to be evacuated or repatriated it is a requirement of this **policy** that Travel Guard<sup>™</sup> is advised before the event takes place or, where the circumstances prevent this, as soon as possible afterwards. Failure to do so may affect a claim under this **policy**.

If **you** or **your** accompanying **family** are located in an area with poor telecommunications, **you** should ensure that **you** have the facility to contact Travel Guard<sup>™</sup>.

Before calling Travel Guard<sup>™</sup> **you** should, wherever possible, ensure that **you** have all relevant information close at hand, including details concerning what has happened, the assistance **you** require and most importantly a contact telephone number.

Although the service Travel Guard<sup>™</sup> can provide may be limited owing to the lack of facilities in the area where **you** are located, in every instance Travel Guard<sup>™</sup> will do its utmost to assist **you**.

In an emergency, call Travel Guard™ collect, on + 64 9 359 1627, anytime 24 hours a day, seven days a week.

If **you** are unable to make a collect call, AIG will reimburse **you** for any reasonable costs incurred in making the call.

#### **Concierge Service**

Travel Guard<sup>™</sup> puts an experienced concierge service at **your** disposal when **travelling** overseas. **You** can call Travel Guard<sup>™</sup> to:

- Get information about or make a booking with hotels, restaurants or golf courses.
- Find out what is on at the place **you** are staying.
- Get assistance with booking tickets for arts or sporting events.
- Organise car and business equipment hire.
- Arrange conference facilities and translation services.
- Organise courier deliveries and message relays.
- Arrange for gifts to be sent to your loved ones or business associates.

For example, **we** had a call from a New Zealand customer who was **travelling** to the United Kingdom (UK) and wanted **our** assistance to obtain two tickets to the FA Cup Final (one for him and one for his son who was already in the UK).

**We** contacted **our** London Office who sourced and purchased two tickets on the customer's behalf (using his credit card to pay for them) and **we** had the tickets delivered to his hotel in the UK.

With backup like this, **you'll** quickly feel at home – no matter where in the world **you** might be. To use this service when **travelling** call Travel Guard<sup>™</sup> collect on + 64 9 359 1627, anytime 24 hours a day, seven days a week.

Travel Guard<sup>™</sup> does not provide financial cover for any third party costs incurred other than those covered by this insurance **policy**.

#### Schedule of Compensation

### The compensation, sum insured and limit of liability applicable under each section of this policy for each traveller for each period of travel.

		The maximum amount payable for each person covered	
		Age up to and including 74 years	Age 75 up to and including 89 years <sup>1</sup>
1A	Overseas Medical Expenses	Unlimited	Not covered
	Please read carefully the <b>policy</b> provisions relating to <b>pre-existing</b> <b>medical conditions</b> and Travel Guard <sup>™</sup> .		
1B	Additional Expenses	Unlimited	\$20,000* * There is no cover under this section for medical related benefits. Please refer to Age Limits in the policy wording.
	Sub-limits applying to Section 1B:		
	Loss of Deposits	\$10,000	\$10,000
	In Hospital Cash	\$50 per day to max \$5,000	Not covered
	Funeral Expenses	\$10,000	Not covered
	False Arrest	\$10,000	\$10,000
	Hijack	\$250 per day to max \$10,000	\$250 per day to max \$10,000
	Legal Costs	\$3,000	\$3,000
	Transport Delay	\$250 per day to max \$500	\$250 per day to max \$500
2	Luggage/Personal Effects and Travel Documents	\$20,000	\$20,000
	Sub-limits applying to Section 2:		
	Limit Any One Item	\$2,000	\$2,000
	Deprivation of Luggage	\$1,000	\$1,000
	Laptop Computers	\$5,000	\$5,000
	Money	\$500	\$500
3	Missed Transport Connection	\$10,000	\$10,000
4A	Personal Injury <sup>2</sup>		
	Death (Event 1)	\$100,000	\$50,000
	Other types of injuries (Events 2-15) <sup>3</sup>	\$100,000	\$50,000
	Broken Bones (Event 16)	\$1,500	\$1,500
	Dependent Children (Events 1-15)	\$10,000	N/A
4B	Loss of Income <sup>4</sup>	\$12,000	Not Covered
5	Personal Liability	\$2,500,000	\$2,500,000
6	Kidnap & Ransom	\$250,000	\$250,000
7	Rental Vehicle Excess	\$3,000	\$3,000
8	Alternative Employee Expenses	\$10,000	\$10,000

1 There is no cover under this **policy** for persons aged 90 years or older.

2 Refer to page 30-31 in the **policy** for more details on Events covered under this section.

3 Cover for Event 2 is not applicable to insured persons aged 65 years or older.

4 Cover is not applicable to insured persons aged 65 years or older.

You must pay the first \$200 of each and every claim arising from the same event under sections 1A, 1B and 2. The maximum amount we will pay for you and your accompanying family travelling together is double the amount shown in the Schedule of Compensation. Individual Limits shown above still apply to family members.

### **Policy wording**

#### Important Information

#### Your duty of disclosure

You have a duty to disclose to us every matter that you know, or could reasonably be expected to know, is material to our decision whether to accept the risk of providing you with insurance. At the time of this insurance becoming effective you must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the travel. Please advise the AIG call centre of any such circumstances at the earliest opportunity, otherwise any subsequent claim could be jeopardised.

#### Scope of cover

This **policy** is designed to cover **you** and **your family** when **travelling** overseas. Those intending to engage in manual work or a hazardous leisure pursuit during their **travel** are not covered under this **policy** unless **we** have agreed in writing to provide cover prior to the departure date of their particular **travel**.

#### **Eligibility for cover**

Your cover is automatic as long as at least half of your prepaid travel expenses are paid for with your ANZ Premium Card during a period of insurance. Where an ANZ Premium Card is not an accepted means of payment, you will be covered if you pay using funds from any of your other ANZ accounts. Prepaid travel expenses include the cost of transport, accommodation and other travel itinerary items, including any taxes paid before departure. Your family travelling with you will also be automatically covered.

If **you** are using points from a loyalty scheme, **you** will be eligible for cover provided **you** pay for at least half of **your** prepaid accommodation or other **travel** itinerary items using **your ANZ Premium Card**. Where an **ANZ Premium Card** is not an accepted means of payment, **you** will be covered if **you** pay using funds from any of **your** other **ANZ** accounts.

If **you** have no prepaid **travel** expenses such as airfares or accommodation because the trip was gifted, won or purchased for **you**, then providing **your** trip is not a business trip paid for by **your** employer or business, cover can be activated in accordance with the acceptance terms applicable at the time of activation, by calling the AIG call centre on 0800 499 666 during normal business hours. Business **travel** is not covered unless more than half of **your** entire prepaid **travel** expenses have been paid for with **your** personal **ANZ Premium Card**.

To be eligible for cover under this **policy**, **you** must be a citizen or permanent resident of New Zealand, aged under 90 years of age, and **you** must hold a return travel ticket for **your travel** before **you** depart New Zealand that shows a return date within the applicable day limit. Please refer to Maximum duration of cover on page 9 for the day limit that applies to **you**.

Your ANZ Premium Card must not have expired and must be operating in accordance with the card's terms and conditions at the commencement of the **travel** and at the time the **injury**, **sickness**, loss or damage first occurs.

#### Additional Travel and accommodation expenses

Travel and accommodation must be at the same class as originally purchased and may not be upgraded without the prior approval of the **insurer**. Emergency **travel** to join **sick** or **injured relatives** overseas (as detailed in **policy** section 1B:3) applies only to **relatives** living in New Zealand.

#### Other insurance

If **you** arrange other insurance to cover **your travel**, the cover under this **policy** is secondary to the cover under any other policy. **You** must claim on the other insurance policy before making a claim for any losses under this **policy**.

#### Taking reasonable care

You are required to take reasonable precautions to safeguard your property when you are travelling. The policy cover will not extend to items which are stolen, damaged or mislaid where reasonable care has not been taken.

#### Proof of expenses in support of claims

When **you** lodge any claim, **you** will be required to submit all relevant proof of expenditure incurred as a result of any loss. Therefore **you** should keep all appropriate receipts obtained during the course of **your travel**. You will need to provide proof of prepaid travel expenses. These may include a statement showing the payment, a cash advance receipt or a statement showing the redemption of points from a loyalty scheme. You will also need to provide proof of the prepaid travel costs.

#### Maximum compensation

The maximum amount that the **insurer** will pay per person is shown in the Schedule of Compensation. Where **your family** is **travelling** with **you**, the maximum amount that the **insurer** will pay for the **family** is double the per person limit shown in the Schedule of Compensation.

#### Maximum duration of cover

Cover under this ANZ Premium Card Overseas Travel Insurance **policy** applies to all **travel** commenced during the **period of insurance** of up to:

- (a) 40 days duration if you activated cover using your ANZ Gold Card; or
- (b) 90 days duration if **you** activated cover using **your** ANZ Platinum Card.

To be eligible for cover under this **policy**, **you** must hold a return travel ticket for **your travel** before **you** depart New Zealand that shows a return date within the applicable day limit.

#### Extensions to period of cover

If the total period of **your** intended **travel** exceeds the Maximum Duration of Cover outlined above then **you** have no cover under this **policy**. However, **you** may apply for cover for the full duration of **your travel** (i.e. from day 1 of **your** intended trip, to the date **you** intend to return to New Zealand) provided that the maximum trip **you** may apply for is 180 days.

Cover will be subject to **our** underwriting guidelines, **our** written approval of **your** application (cover confirmation letter), and payment of an additional premium charged to **your ANZ Premium Card**. Cover is activated on **our** receipt of the required premium. To obtain a quotation and apply, please contact the AIG call centre on 0800 499 666.

If **we** approve cover, all benefits will be available to **you** as stated in this **policy** and cover will be subject to the terms and conditions of this **policy** as well as any additional or amended terms and conditions **we** outline in **your** cover confirmation letter.

If, within 7 days of receipt of **our** cover confirmation letter and before **your** departure date, providing **you** have not claimed or intend to claim, **you** can write to **us** to cancel **your** requested cover from inception and receive a full credit to **your ANZ Premium Card** for the insurance premium that **you** have paid.

#### **Pre-Existing Medical Conditions**

There is no automatic cover under this ANZ Premium Card Overseas Travel Insurance **policy** for any **preexisting medical condition** affecting **you**, **your family** or any other person upon whom **your travel** depends. If **you** require advice in connection with this provision, please contact the AIG call centre on 0800 499 666. In some cases **pre-existing medical conditions** can be covered subject to the payment of an additional fee.

#### Prior to travel

At the time of **travel you** must be fit to **travel** and not be aware of any circumstance which could lead to a cancellation or disruption claim during the **travel**, otherwise any subsequent claim could be jeopardised.

#### Your policy number

You may be asked for your ANZ Premium Card Overseas Travel Insurance **policy** number. For initial enquiries, your policy number is the credit card number embossed on the front of your ANZ Premium Card.

#### Age limits

There is no automatic cover for Overseas Medical Expenses (section 1A) and/or medical related benefits under Additional Expenses (section 1B) for persons aged between 75 and 89 years of age. There is no automatic cover under any section of this **policy** if **you** are aged 90 years or older. In addition:

- (a) Cover under **policy** section 4A, Personal Injury Event 2 does not apply to persons aged 65 years or over.
- (b) If you are under 18 years of age the maximum benefit payable under section 4A (except for broken bones) is 10% of the compensation specified in the Schedule of Compensation or \$10,000, whichever is the lesser.

(c) Cover for the Loss of Income benefit (section 4B) only applies to persons between the ages of 16 and 64 years inclusive.

#### Mature Age Application

#### If **you** are aged:

- (a) Between 75 and 89 years and wish to apply for medical related benefits under this **policy**; or
- (b) 90 years or older and wish to apply for cover under this **policy**;

**You** can call the AIG call centre on 0800 499 666 and complete a Mature Age Assessment. **You** will be requested to provide full details of **your** travel plans, the state of **your** health, and if applicable, **your** accompanying **spouse**.

If **your** application for cover is approved then a premium for the cover will be payable which will be charged to **your ANZ Premium Card**, and a letter will be sent to **you** to confirm the cover. All benefits will be available to **you** as stated in the **policy** and cover will be subject to the terms and conditions of the **policy** as well as any additional or amended terms and conditions **we** outline in **your** letter.

If, within 7 days of receipt of **our** letter and before **your** departure date, providing **you** have not claimed against the **policy** or intend to claim, **you** can write to **us** to cancel **your** requested cover from inception and receive a full credit to **your ANZ Premium Card** for the insurance premium that **you** have paid.

A Mature Age Assessment must be completed for each period of travel if **you** wish to have medical related cover under this **policy**.

#### Compliance with policy terms and conditions

The **insurer** may decline to pay a claim if, amongst other reasons, **you** have not complied with the terms and conditions of the **policy**.

#### Claims excess

**You** must pay the first \$200 of each and every claim arising from the same **event** under:

- (a) Section 1A Overseas Medical Expenses;
- (b) Section 1B Additional Expenses; and
- (c) Section 2 Luggage/Personal Effects and Travel Documents.

#### **Exclusions and limitations to cover**

You should be aware that this cover is subject to certain exclusions, procedures and limitations which are detailed in full in the **policy** wording contained later in these terms and conditions. You should read this document and familiarise **yourself** with these exclusions, conditions, procedures and limitations.

#### How to make a claim

If **you** should need to make a claim when in New Zealand, call the AIG call centre on 0800 499 666. If **you** need to make a claim while overseas, call Travel Guard<sup>™</sup> collect on + 64 9 359 1627. A claim form will be sent to **you**. It is important that you contact Travel Guard<sup>™</sup> as soon as possible after the occurrence of the event giving rise to the claim.

#### **Privacy Statement**

This **policy** is issued/insured by AIG Insurance New Zealand Limited.

AIG collects information necessary to underwrite and administer this **policy**. In the course of administering this **policy**, AIG may exchange or disclose **your** personal information and that of any other person insured by this **policy** to:

- (a) A related AIG company either in New Zealand or overseas;
- (b) Contractors or third party providers providing services related to the administration of this **policy**;
- (c) In the event of a claim assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers; and
- (d) Our assistance provider who will record all calls to the assistance service provided under this **policy** for quality assurance, training and verification purposes.

#### Access to your information

**You** may gain access to **your** personal information by writing to:

The Privacy Manager AIG Insurance New Zealand Limited PO Box 1745 Shortland Street AUCKLAND 1140

Whilst access to **your** personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some circumstances.

#### Consent acknowledgement

By **your** application for an **ANZ Premium Card**, completion of claim forms, application forms for extension of cover or cover for **pre-existing medical conditions** and paying any applicable premium, **you** consent to the use of **your** personal information as stated in the Privacy Statement on page 11.

#### Travel advisory warnings

You are not covered for travel into and within a location that is listed as an 'extreme risk' location on the New Zealand Ministry of Foreign Affairs and Trade (MFAT) website at www.safetravel.govt.nz. You may be covered for cancellation costs under section 1B if you decide to cancel or curtail your travel because the location(s) in your planned itinerary is/are upgraded or added to the MFAT list of 'extreme risk' locations after you have paid for your prepaid travel costs.

This **policy** consists of eight sections and provides **you** with insurance cover under those sections as shown in the Schedule of Compensation.

#### Definitions

The following definitions apply to this **policy**:

- ANZ means ANZ Bank New Zealand Limited.
- ANZ Gold Card means a current and valid Visa Gold Card account, RWC 2011 ANZ Gold MasterCard account or Gold MasterCard account issued by ANZ (including additional cards of that ANZ Gold Card account) that is eligible for Overseas Travel Insurance.
- ANZ Platinum Card means a current and valid ANZ World Visa Platinum Card account, ANZ Airpoints Visa Platinum Card account or Qantas ANZ Visa Platinum Card account issued by ANZ (including additional cards of that ANZ Platinum Card account) that is eligible for Overseas Travel Insurance.
- ANZ Premium Card means an ANZ Gold Card or an ANZ Platinum Card.
- ANZ Premium Cardholder means an ANZ customer who has been issued with a valid ANZ Premium Card (including additional cards of an ANZ Premium Card account), which is current at the time the injury, sickness, loss or damage first occurs.
- Dependent child/children means your natural, step or legally adopted, unmarried children from birth to 18 years (inclusive), or up to 25 years of age (inclusive) if the child is a full-time student at an accredited institution of higher learning and primarily dependent upon you for maintenance and support.

- Event means a happening which is totally beyond your control and is unforeseeable.
- Excess means the first amount of any claim that must be borne by **you.**
- Family means your accompanying spouse and dependent children.
- Financial default means insolvency, bankruptcy provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
- Foot means the entire foot below the ankle.
- Hand means the entire hand below the wrist.
- 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 hours a day nursing service and medical supervision; but does not include any institution used primarily as a nursing or convalescence 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.
- Injury means physical and bodily injury which happens to you as a result of external violence whilst travelling and which results solely and directly and independently of any other cause including any known or unknown pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such injury) within 12 calendar months of the date of occurrence of such injury.
- Insurer means AIG Insurance New Zealand Limited.
- Limb means an arm at or above the wrist or a leg at or above the ankle.
- Medical expenses means all reasonable expenses you necessarily incur within 12 calendar months of sustaining an injury or sickness. This covers medical advice or treatment by a legally qualified medical practitioner, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, including physiotherapy and chiropractic services and the cost of medical supplies and

ambulance hire prescribed by a legally qualified medical practitioner, but excluding the cost of dental treatment for routine dental maintenance, wear and tear.

- Period of insurance means the period commencing 1 September 2012 and for a period of 12 consecutive months, and then any subsequent period, in respect of which ANZ have paid and we have accepted the premium required for the renewal of this **policy.**
- Permanent means having lasted for 12 consecutive months and at the end of that time is certified by a registered and legally qualified medical practitioner as being beyond any hope of improvement.
- Policy means the master policy between ANZ and the insurer to provide Overseas Travel Insurance.
- Pre-existing medical condition means any sickness, injury or condition which has occurred or which you have been aware of within the last six months prior to the commencement date of each travel period or for which treatment, medication or medical attention has been sought, given or recommended.
- Relative means your spouse, parent, parent-inlaw, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sisterin-law, daughter-in-law, son-in-law, fiancee, fiancé, half-brother, half-sister or legal guardian all resident in New Zealand and provided such person(s) are aged under 80 years.
- 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 the travel period.
- Sickness means any illness or disease (including any related symptoms).
- **Spouse** means **your** husband or wife or the person with whom **you** have continuously cohabited during the 90 days immediately preceding the commencement of the current **travel** period.
- Terrorist act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies

or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. **Terrorism** shall also include any act which is verified or recognised by the relevant Government as an act of terrorism.

- Total disablement means your complete inability to engage in or attend to any gainful employment for which you are/or may become through rehabilitation and re-training reasonably qualified to perform by reason of education, training or experience.
- Total loss means with reference to:
  - (a) An insured body part, severance or irrevocable total loss of power and control of that body part;
  - (b) The eye means irrecoverable loss of the entire sight of that eye; and
  - (c) The ear means irrecoverable loss of the entire hearing of that ear.
- Travel/travelling means overseas leisure and/or business travel undertaken by you during the period of insurance to another country beyond the territorial limits of New Zealand, and:
  - Shall commence from the date you activate cover or six months prior to your travel departure date, whichever occurs last; provided that:
    - (a) Subject to the foregoing, cover under section 1B:1, specifically relating to deposits paid in advance prior to departure, shall commence from the time deposits are paid for the travel; and
    - (b) Subject to the foregoing, cover under section 2:5, specifically relating to money acquired or the travel, shall commence from 72 consecutive hours prior to the departure date for the travel; and
    - (c) Subject to the foregoing, cover under all other sections of this **policy**, shall commence from the time **you** depart **your** normal place of residence or place of business within New Zealand, whichever occurs last; and

- 2. Continues on a full-time basis until the earlier of:
  - (a) Your return to your normal place of residence or place of business within New Zealand or 12 hours after arriving in New Zealand, whichever occurs first, except that section 2:5 money shall continue for an additional 72 consecutive hours following your return date; or
  - (b) The expiration of the **period of insurance** (unless renewed); or
  - (c) The **policy's** cancellation date.
- Unattended means, but is not limited to, not on your person at the time of loss, left with a person other than your travelling companion, left in a position where it can be taken without your knowledge, including on the beach, by the pool while you swim, leaving it at a distance where you are unable to prevent it from being unlawfully taken.
- Unforeseeable means sudden, unexpected and unintended.
- War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- We/our/us means the insurer.
- You/your means the ANZ Premium Cardholder and any accompanying spouse and/or any dependent children, as the context requires.

Words in the singular include the plural and vice versa.

#### **General Policy Conditions**

Applicable to all Overseas Travel Insurance sections.

#### 1. Automatic extensions

We will automatically extend your cover for up to three months from the date of your expected return to New Zealand if such return needs to be deferred as a result of delay of transport or your inability to travel due to an injury or sickness for which a claim is payable under this policy provided that you have obtained our prior approval and you will return to New Zealand as soon as the reason for the travel delay is removed or you have recovered from the injury or sickness.

#### 2. Claim offset

Except for section 4A Events 1-16 inclusive, 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 healthcare or treatment is available 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. These other sources will be considered the primary provider and must be claimed on in the first instance. **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. Complying with the policy

This **policy** is based on truthful information supplied to the **insurer** by **ANZ**, **you** or **your** representative. If any information is falsely given or a fraudulent claim is made in any way then the **policy** shall be null and void and no claims will be payable.

#### 4. Duties and responsibilities

In the event of a loss, you must immediately:

- (a) Provide truthful information and not withhold any information which is material to any claim.
- (b) Advise us in writing as soon as reasonably possible after any event giving rise to a claim.
- (c) Do as much as **you** can to prevent any further loss or expense.
- (d) After suffering injury or sickness obtain and follow proper medical advice from a legally qualified medical practitioner.
- (e) Obtain prior approval from Travel Guard<sup>™</sup> for expenses which **you** incur for **hospital** or surgical treatment. If the sudden nature of the **injury** or **sickness** prevents prior advice and approval **you** must notify and obtain approval as soon as is practical after the occurrence of the **injury** or **sickness**, and must follow the directions of Travel Guard<sup>™</sup>.
- (f) Lodge a written claim against any person, party, hotel or transporter who may be legally liable for your loss, injury or sickness.
- (g) You must not admit liability in respect of any loss.

#### 5. New Zealand currency

All amounts stated in this **policy** are in New Zealand currency (or its equivalent at the time of the loss in other currencies) and are stated for each person covered under this **policy** for each period of **travel**.

#### 6. New Zealand Law

This **policy** is governed by New Zealand Law and any dispute or action in connection with the **policy** shall be conducted and determined in New Zealand.

#### 7. Proof of loss and physical examination

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

#### 8. Required information

Original receipts and documentation must be provided to substantiate **your** claim. Photocopies will not be accepted. Full evidence (including translations) is to be provided on request at **your** expense.

#### 9. 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.

#### 10. Cancellation

ANZ may cancel this policy at any time and provide you with 30 days written notice to your last known address. If your ANZ Premium card is cancelled by either yourself or ANZ, your cover will cease immediately. If you are travelling at the time the policy is cancelled, you will continue to be covered for any event that occurs during the period of your travel. If we cancel the policy ANZ will notify you accordingly.

#### 11. Amendments to the terms and conditions

We may amend the terms and conditions of this **policy** at any time. If so, **ANZ** will give **you** 14 days written notice of the amendment to **your** last known address.

#### **General Policy Exclusions**

Applicable to all Overseas Travel Insurance sections.

We will not pay under any section of this **policy** for any claim arising directly or indirectly out of:

- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination in any form whatsoever whether occurring naturally or otherwise; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
- The intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act.
- 4. Any terrorist act.
- 5. Air travel except as a passenger in any properly licensed aircraft.
- 6. 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.
- 7. Intentional self-inflicted injury or suicide.
- 8. Pregnancy or childbirth (except for unexpected medical complications or emergencies arising when you, or the person on whom the travel depends, is no more than 28 weeks pregnant at the time the event giving rise to the claim occurs). There is no cover for a child born overseas unless, after the birth, cover is applied for and we agree in writing to include the child.
- Insanity, any psychological, psychosomatic, nervous or mental condition, any sexually transmitted disease, Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) or

activities associated with the use of drugs (unless prescribed or administered by a legally qualified medical practitioner) or **your** being under the influence of or arising from or in any way connected with the consumption of alcohol.

- 10. You travelling against medical advice or you being medically unfit to travel.
- 11. Travel undertaken for the purpose of receiving medical treatment at an overseas location (whether or not this was the sole purpose for such travel), unless agreed to by us prior to the departure date for the travel.
- 12. Consequential loss or loss of enjoyment.
- 13. Professional sporting activities or training and hazardous sports or activities including but not limited to racing (other than on foot), mountaineering involving ropes or guides, rock climbing, underwater activities involving use of self-contained underwater breathing apparatus (unless **you** hold an open-water diving certificate or are diving with a qualified instructor), motorcycling (unless whilst riding a hired motorcycle where such is the locally accepted method of transport for tourists or holidaymakers or where the motorcycle is 200cc or less and a valid motorcycle licence is held), but always excluding motorcycle racing, skydiving, hang-gliding, potholing, hunting and the like or deliberate exposure to exceptional danger.
- 14. You engaging in any illegal conduct or criminal act.
- 15. Any interference with **your travel** plans by a Government, government regulation, or official authority including but not limited to refusal of a visa or permit to **you** or to any **relative** or **travelling** companion or restriction of access to any locality.
- 16. Any claim if you are not a citizen or permanent resident of New Zealand or if you do not plan to return to New Zealand at the end of your travel.
- 17. An **event** that occurs in a location listed as 'extreme risk' on the Ministry of Foreign Affairs and Trade Travel Advice website unless the location was upgraded or added to the list after the commencement of **your travel**.

### **Policy sections**

#### Section 1A: Overseas Medical Expenses

#### Description of cover

#### 1. Medical Expenses

We will reimburse you for medical expenses incurred outside of New Zealand for the treatment of an injury or sickness suffered by you when engaged in travel during a period of insurance.

#### 2. Continuing treatment in New Zealand

We will also pay continuing medical expenses incurred after you return to New Zealand following a period of overseas travel, provided that the medical expenses related to a condition which first manifested itself during the overseas travel, and for which medical treatment was first received during such travel. The maximum amount payable is \$10,000.

#### Section 1B: Additional Expenses

Description of cover

#### 1. Loss of deposits

We will reimburse you:

The non-refundable unused portion of **travel** or accommodation arrangements paid for in advance by **you** following cancellation, alteration or non-completion of the **travel** due to:

- (a) The unforeseeable death, serious injury or serious sickness happening after the commencement of the travel, of a relative, close business associate or travelling companion, provided that this person is aged under 80 years;
- (b) Your unforeseeable death, injury or sickness; or
- (c) Any other unforeseeable event not covered elsewhere in the policy, which is outside your control.

Where an airline ticket was purchased using points from a loyalty scheme, **we** will at **our** absolute discretion arrange for the replacement of such points, or pay **you** an equivalent value for the loyalty scheme points lost following cancellation of **your** airline ticket. In the latter case, the amount payable will be calculated as follows:

 (a) The cost of the equivalent class airline ticket, based on the quoted retail price at the time the ticket was issued, less **your** financial contribution towards the airline ticket;

#### Multiplied by:

(b) The total value of points lost divided by the total value of points used to obtain the airline ticket.

#### 2. Interruption or cancellation of travel

#### We will reimburse you:

The expenses reasonably and necessarily incurred in addition to those already budgeted for or likely to be incurred during the **travel** but less any refund on unused prepaid **travel** and accommodation arrangements, as a result of:

- (a) You having to return to New Zealand during the travel due to the unforeseeable death, serious injury or serious sickness of a relative, close business associate or travelling companion, provided that such a person is aged under 80 years; or
- (b) You suffering an injury or sickness during the travel; or
- (c) Any other unforeseeable event not covered elsewhere in the policy which is outside your control; and
- (d) Payment of travel agents' cancellation fees of up to \$500, if incurred.

#### 3. Accompanying person

#### We will reimburse you:

The reasonable extra **travel** and accommodation expenses, incurred upon medical advice and with **our** written agreement, for one person to **travel** to, remain with or accompany **you** back to New Zealand, as a result of **you** suffering an **injury** or **sickness** during the **travel**.

#### 4. Other benefits and expenses

#### We will pay you:

#### (a) In hospital cash

A cash benefit for each completed 24 hour period **you** are **hospitalised** overseas as an in-patient due to **injury** or **sickness**.

#### (b) Funeral expenses

The reasonable cost of returning **your** remains to New Zealand 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 **travel**.

#### (c) False arrest expenses

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

#### (d) Hijack cash

A cash benefit for each 24 hour period that **you** are detained as a result of the public transport in which **you** are travelling being hijacked.

#### (e) Legal expenses

We will pay the legal expenses incurred in seeking compensation or damages following your death or personal injury as the result of an accident during the travel, provided that all expenses are incurred with our written consent and we have control over the selection and appointment of your legal representatives and the conduct of the proceedings.

#### (f) Transport delay

A cash benefit if **your** scheduled transport is delayed for six consecutive hours or more for reasons outside **your** control and **you** cannot claim the expenses from anyone else. **We** will pay for **your** expenses up to \$250 for singles and \$500 for **families** for each day the delay continues.

The maximum **we** will pay for any one continuous delay period is \$500 for singles and \$1,000 for **families**.

If **you** claim this benefit **we** will deduct the amount **we** have paid from any claim for accommodation, meals or other **travelling** expenses that relates to the same claim **event** and period of time. The maximum amount **we** will pay under sections 1A and/or 1B is limited by the sum insured specified in the Schedule of Compensation.

#### Age limitation (applicable to sections 1A and 1B)

Cover under section 1A Overseas Medical Expenses; 1B:2 part (b) under Interruption or Cancellation of Travel; 1B:3 Accompanying Person; and 1B:4 parts (a) and (b) under Other Benefits and Expenses, is only available if **you** are aged under 75 years at the commencement of **your travel** unless **you** have completed a Mature Age Assessment and **we** have accepted **your** cover in writing.

#### Exclusions (applicable to sections 1A and 1B)

We will not pay for:

- Expenses you incur if you fail to relocate to New Zealand or to an alternative location at our discretion once you may, in the opinion of our medical adviser, have safely undertaken to do so, or fail to follow our advice or instruction.
- Expenses relating to private medical treatment when public care or treatment is available in New Zealand or under any Reciprocal Health Agreement between the Government of New Zealand and the Government of any other country, unless otherwise agreed in writing by us.
- Expenses relating to the continuation or maintenance of any course of treatment you receive prior to the commencement of travel or replenishment of medications being taken by you prior to your departure from New Zealand unless the medication was stolen.
- Expenses arising from elective surgery or elective medical treatment, unless otherwise agreed in writing by us.
- 5. Expenses incurred for dental treatment:
  - (a) Due to normal wear and tear; or
  - (b) For the normal maintenance of dental health or lack thereof.
- 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 medical expenses were first incurred.
- 7. Any claim arising from:
  - (a) Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the **travel** was booked that such **events** were likely to occur;
  - (b) Carrier caused delays where the costs are recoverable from the carrier;
  - (c) Any business or financial or contractual obligations in relation to **you** or any other person on whom the **travel** depends;
  - (d) Any change of plans or disinclination to travel on the part of you or of any other person on whom the travel depends; or

- (e) The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or **travel**.
- 8. Any pre-existing medical condition, in relation to you or any other person on whom your travel depends. Note: in some cases your pre-existing medical conditions may be covered following our assessment of your pre-existing medical condition and conditional upon you paying us an additional premium and the inclusion of any special acceptance terms required by us.

# Exclusions applicable to section 1B:4(e) Legal Expenses

#### We will not pay for:

- Any legal action against a tour operator, travel agent, accommodation supplier, or carrier involved in the arrangement or provision of your travel or accommodation for your travel.
- 2. Any legal expenses incurred without **our** written consent.
- 3. Any legal action where the claim is reported to **us** more than six calendar months after the accident causing the death or personal injury.
- 4. Any legal action where **we** consider there would be no likelihood of success or no benefit in seeking compensation or damages.
- 5. Any legal action against any insurance company.

#### Section 2: Luggage, Personal Effects, Travel Documents, Money and Credit Cards

Description of cover

**We** will pay **you** should any of the **events** described below occur during the **travel**.

#### 1. Lost or damaged property

For accidental loss of or damage to **your** accompanied luggage, personal effects, laptop computers and/or portable business property which **you** use during the **travel** (including plans, business papers, specifications, manuscripts and stationery for their face value only).

#### 2. 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 consecutive hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items **you** needed to purchase.

#### 3. Replacement of travel documents

For the non-recoverable cost of replacing **travel** documents, credit cards and travellers' cheques accidentally lost or damaged.

#### 4. 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 **travel** by any person other than **your relative** or **travelling** companion.

#### 5. Money

For accidental loss of cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments taken with **you**.

#### Extended cover

You may, with our prior agreement, extend the Schedule of Compensation limit any one item ('extended cover'). Extended cover may be up to the item's (or set or pair of items) current value or \$10,000, whichever is lower (the 'extended limit'). An additional premium of 2% of the extended limit will be payable and will be charged to your ANZ Premium Card account. You must provide receipts or a valuation report to support your application for extended cover. Bicycles, surfboards and sporting equipment are not eligible for extended cover.

#### Limit any one item

The maximum amount **we** will pay for any one item, set or pair of items, is specified in the Schedule of Compensation, unless **extended cover** applies.

#### Maximum amount payable

The maximum amount **we** will pay under this section, including any **extended cover**, is limited by the sum insured specified in the Schedule of Compensation.

#### Basis of settlement under this section

#### Payment

We have the option to:

- Pay the replacement cost of the item(s) being claimed; or
- (b) Choose to repair or replace the item(s) being claimed.

#### Depreciation

All insured property will be subject to due allowance for wear, tear and depreciation.

#### Conditions

- It is a condition of payment under this section that all losses including damage attributable to theft or vandalism be reported to the local police or appropriate authority as soon as possible after the discovery of the loss and a written acknowledgment of the report obtained. Also any loss of credit cards, travellers' cheques or **travel** documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.
- 2. **You**:
- (a) Shall not leave any of your items unattended and take all reasonable precautions for the safety and supervision of any item(s) including laptop computers, portable business property, personal effects, travel documents, money and credit cards.
- (b) Must not leave any item(s) unattended in a public place, unlocked vehicle or in view in a locked vehicle or overnight in a vehicle unless the vehicle is locked and parked in a locked private garage.
- (c) Must secure items for which extended cover has been granted, laptop computers and portable business property in a locked premise, safe or strongroom and carry such items as personal hand luggage.

#### Exclusions

We will not pay for:

- 1. Damage or loss arising from electrical or mechanical breakdown of any item.
- (a) Damage to or replacement of any electronic data or software;
  - (b) The reinstatement or replacement of any electronic data or software.
- Scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
- 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.
- 5. Any insured item shipped under any freight agreement or sent by any postal or courier service.

- 6. Losses due to depreciation or devaluation of currency.
- 7. Loss or damage arising from the confiscation or destruction by Customs or any other authority.
- Household furniture or household appliances being used overseas by you for domestic use and non-portable business property, computer or electronic equipment.

#### Section 3: Missed Transport Connection

#### **Description of cover**

We will pay the cost of additional scheduled public transport services if due to an **unforeseeable** circumstance occurring during the **travel** and outside **your** control **you** miss a transport connection and are required to make alternative arrangements to arrive at a scheduled business meeting, conference, wedding, funeral or sporting event on time. The maximum amount **we** will pay under this section is limited by the sum insured specified in the Schedule of Compensation.

#### Exclusions

#### We will not pay for:

- Any missed transport connection arising from a business commitment, or a financial or contractual obligation in relation to you or of any travelling companion, business associate or relative.
- 2. Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or **travel.**
- Claims arising where the scheduled business meeting or conference could have been re-scheduled to a later time to coincide with **your** late arrival.
- Any change of plans or disinclination to travel on the part of you or of any other person on whom the travel depends.
- Claims arising from industrial disputes that you were aware of or could reasonably be expected to be aware of prior to the departure date of the travel.

#### Section 4A: Personal Injury

#### Description of cover

 We will pay the compensation stated in the Table of Events if whilst travelling during a period of insurance, you suffer an injury which results within 12 calendar months in any Event described in the Table of Events.

- 2. We will also pay the compensation stated in the Table of Events if as the result of an **injury you** are exposed to the elements and as the result of that exposure within 12 calendar months suffer an Event set out in the Table of Events.
- 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. Benefits will not be payable for more than one of the Events 1 to 15 in respect of the same **injury**.
- 2. After the occurrence of any of the Events 2 to 6, all cover with respect to **you** under this section shall cease.
- Benefits shall not be payable at all unless you shall as soon as possible after the happening of any injury giving rise to a claim under this section, obtain and follow proper medical advice from a legally qualified medical practitioner.
- Benefits payable to insured persons under 18 years of age for Events 1 to 15 will be 10% of the compensation stated in the Schedule of Compensation or \$10,000 whichever is the lesser, unless otherwise specified.
- 5. Aggregate limit of liability.
  - (a) Except as provided in (b), **our** total liability for all claims in respect of any one accident or series of accidents arising out of any one **event**, shall not exceed \$5,000,000.
  - (b) Our total liability for all claims directly arising out of air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific air routes, shall not exceed \$1,000,000.
- 6. All benefits are payable to **you** or **your** estate.

#### Exclusions

We will not pay under this section of the **policy** for any claim which directly or indirectly arises from or is caused by any type of illness, disease, infection or contagion, even if contracted through an **injury**, except that this exclusion shall not apply to medically acquired infections or blood poisoning.

#### **Table of Events**

#### The Events

The compensation for each Event is payable as a percentage of the sum insured shown in the Schedule of Compensation.

· .	
Injury resulting in:	
Death	100%
Permanent total disablement	100%
Permanent and incurable paralysis of all limbs	100%
Permanent total loss of (a) more than one limb (b) one limb	100% 50%
Permanent total loss of sight of (a) both eyes (b) one eye	100% 50%
Permanent total loss of hearing of (a) both ears (b) one ear	75% 15%
Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body	50%
<b>Permanent total loss</b> of use of four fingers and thumb of either <b>hand</b>	70%
Permanent total loss of four fingers of either hand	40%
Permanent total loss of the thumb of either hand (a) both joints (b) one joint	30% 15%
Permanent total loss of fingers of either hand (a) three joints (b) two joints (c) one joint	10% 7% 5%
Permanent total loss of toes of either foot (a) all – one foot (b) great – both joints (c) great – one joint (d) other than great – each toe	15% 5% 3% 1%
Fractured leg or kneecap with established non-union	10%
Shortening of leg by at least 5cm	7%
<b>Permanent</b> partial disablement not otherwise provided for under Events 6 to 14 such percentage of the sum insured as <b>we</b> at <b>our</b> absolute discretion determine being in <b>our</b> opinion not inconsistent with the compensation provided under Events 6 to 14.	
litional benefits: The compensation (each insured perso	n)
<ul> <li>injury resulting in fracture/break of:</li> <li>(a) Neck or spine (full break)</li> <li>(b) Hip, pelvis</li> <li>(c) Skull, shoulder blade</li> <li>(d) Collar bone, upper leg</li> <li>(e) Upper arm, kneecap, forearm, elbow</li> </ul>	sones) \$1,000 \$500 \$300 \$300 \$300 \$100 \$100 \$50 \$1,500
	Death Permanent total disablement Permanent and incurable paralysis of all limbs Permanent total loss of (a) more than one limb (b) one limb Permanent total loss of sight of (a) both eyes (b) one eye Permanent total loss of hearing of (a) both ears (b) one ear Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body Permanent total loss of so four fingers and thumb of either hand Permanent total loss of four fingers of either hand (a) both joints (b) one joint Permanent total loss of the thumb of either hand (a) both joints (b) one joint Permanent total loss of toes of either hand (a) both joints (b) two joints (c) one joint Permanent total loss of toes of either foot (a) all - one foot (b) great - both joints (c) great - one joint Cd) other than great - each toe Fractured leg or kneecap with established non-union Shortening of leg by at least 5cm Permanent partial disablement not otherwise provided for under Events 6 to 14 such percentage of the sum insured as we at our absolute discretion determine being in our opinion not inconsistent with the compensation provided under Events 6 to 14. Itional benefits: The compensation (one or more br injury resulting in fracture/break of: (a) Neck or spine (full break) (b) Hip, pelvis (c) Sikul, shoulder blade (d) Collar bone, upper leg (e) Upper arm, kneecap, forearm, elbow (f) Lower leg, jaw, wrist, cheek, ankle, hand, foot (j) Ribs (h) Finger, thumb, toe

#### Section 4B: Loss of Income

#### **Description of cover**

We will pay you for the loss of your usual income up to \$1,000 per week if you suffer an injury during your travel, and within 90 days of the injury and following your return to New Zealand you are unable to continue your usual occupation, provided:

- You are employed in a full-time position in New Zealand and you will be returning to that full-time position following your arrival in New Zealand;
- You have been assessed by a legally-registered medical professional to be unable to return to the normal duties required for your position following your arrival in New Zealand;
- 3. You are continuously prevented by reason of the injury from returning to your usual occupation; and
- 4. You are aged between 16 years and 64 years when you suffer the injury.

#### Maximum amount payable

The maximum amount **we** will pay under this section is limited by the sum insured specified in the Schedule of Compensation, less any amount **you** can recover from any other source.

#### Exclusions

We will not pay for:

- 1. The first 30 days after **you** planned to resume **your** job in New Zealand.
- 2. Any further benefit after **we** have paid **you** for 90 days.
- Any **injury** which is covered by the Accident Compensation Act 2001 or any replacement legislation.
- 4. Any inability to work as a result of illness, disease, infection or contagion, even if contracted through an **injury**.

#### Section 5: Personal Liability

#### **Description of cover**

We will pay all damages, compensation and legal expenses, up to the sum insured specified in the Schedule of Compensation for which you become legally liable during a **period of insurance** as a result of your negligence during the **travel** causing:

Bodily injury (including death or illness) 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

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

- Bodily injury (including death or illness) to you or to any member of your family ordinarily residing with you.
- Bodily injury (including death or illness) to any of **your** employees arising out of or in the course of employment.
- Loss of or damage to property owned by or in the control of you or any member of your family ordinarily residing with you.
- Loss of or damage to property or bodily injury (including death or illness), arising out of **your** ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft.
- Loss of or damage to property or bodily injury (including death or illness), arising out of your business or trade or occupation, or out of professional advice given by you.
- 6. Any contract unless such liability would have arisen in the absence of that contract
- Loss or damage or bodily injury (including death or illness) arising from a criminal or illegal act committed by **you**, or one of **your** employees, or a member of **your** touring party.
- 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.
- 9. Any claim for exemplary, punitive or aggravated damages.

#### Section 6: Kidnap and Ransom

#### Description of cover

We will pay if you are kidnapped:

 The ultimate net loss of ransom paid by your representative following the kidnapping of you during the period of travel; and

- 2. The reasonable expenses, actually and necessarily incurred following receipt of a **ransom** demand after the **kidnapping** of **you** during the **travel**, for:
  - (a) Fees and expenses of an independent security consultant retained by your authorised representative as the result of such a demand, provided we have given our consent to the appointment;
  - (b) Interest paid on monies borrowed from a financial institution for the purpose of paying ransom. The amount we will pay will be for a term not exceeding from 30 days prior to the payment of the ransom until the first business day after settlement is received from us, on a principal sum not exceeding \$250,000, and for a rate of interest not exceeding 2% above the current overdraft interest rate charged by ANZ; and
  - (c) Any other expenses which are incurred for the purpose of investigating, negotiating, or paying a ransom demand or recovering you, but excluding any expenses, fees or damages incurred as a result of any proceeding brought against you or your representative arising out of the kidnapping or the way it was handled, expenses, losses or damages caused by interruption to any business.

The maximum amount **we** will pay under this section is limited by the sum insured specified in the Schedule of Compensation.

#### Definitions

- Kidnapping/kidnapped means the seizing, detaining or carrying away of you by force or fraud for the purpose of demanding ransom.
- 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 a kidnapped traveller.
- Ultimate net loss means the final amount of ransom cost less any recoveries.

#### Conditions

It is a condition of payment under this section that:

- 1. You must keep this insurance cover confidential.
- We will not act as an intermediary or negotiator for you, nor will we offer direct advice to whoever is dealing with the kidnapper.
- 3. If any other person receives advice that **you** have or may have been **kidnapped**, they must:
  - (a) Use reasonable endeavours to 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;
  - (d) Record the serial numbers or other identifying characteristics of any currency or goods delivered to secure the release of the kidnapped person.
- If investigation establishes collusion or fraud by you, you must reimburse us for any payment we have made under this section.
- If following our payment to you, part or all of the ransom is recovered you are required to reimburse us the value of the amount so recovered.

### Exclusions

We will not pay:

- 1. If **you** have:
  - (a) Had **kidnap** insurance declined, cancelled or issued with special conditions in the past.
  - (b) Suffered a **kidnapping** or attempted **kidnapping** in the past.
  - (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

#### Description of cover

We will reimburse **you** for any **excess** or deductible which **you** become legally liable to pay during the **travel** in respect of loss or damage to a **rental vehicle** during the rental period.

The maximum amount **we** will pay under this section is limited by the sum insured specified in the Schedule of Compensation.

# Definitions

 Rental vehicle means a rented sedan or station wagon rented from a licensed motor vehicle rental company and shall not include any other type of vehicle.

## Conditions

- 1. The **rental vehicle** must be rented from a licensed rental agency.
- As part of the hiring arrangement you must take up all comprehensive motor insurance or waivers offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the rental vehicle during the rental period.
- 3. **You** must comply with the requirements of the rental organisation under the hire agreement and of the insurer under the insurance.

# Exclusions

We will not pay:

- 1. For loss or damage arising from the operation of the **rental vehicle** in violation of the terms of the rental or insurance agreement.
- For wear and tear, gradual deterioration, damage from insects or vermin, latent defect, inherent vice or damage.
- 3. For loss or damage arising from an illegal or criminal act committed by **you**.

# Section 8: Alternative Employee Expenses

We will pay the reasonable and necessary expenses incurred during a **period of insurance** in sending a substitute person to complete **your** business assignment should **you** when undertaking the **travel**:

- 1. Suffer unforeseeable death through sickness; or
- 2. Suffer **injury** or **sickness** which prevents **you** from completing the planned **travel**; or
- Be required to return to New Zealand following an event not otherwise excluded under any section of the policy.

The maximum amount **we** will pay under this section is limited by the sum insured specified in the Schedule of Compensation.

# Exclusions

We will not pay for:

 Expenses that would have been incurred by you (being the original traveller) including budgeted travel expenditure.

- 2. (a) The cost of first class airfares; or
  - (b) The cost of business class airfares unless you (being the original traveller) flew first or business class to the assignment destination.
- 3. Non-essential expenses incurred in the transportation of the substitute person.

# **Questions and Answers**

The following are the answers to some common questions **you** may have in relation to **your** Overseas Travel Insurance. They do not form part of the **policy** wording.

#### What are 'prepaid travel costs'?

They include the costs for transport, accommodation and other **travel** itinerary items, including car rental and departure tax, that **you** incur and pay before **your travel** begins.

# What if I use points from a loyalty scheme to pay for my travel?

You will be covered if you pay for at least half of your prepaid accommodation and other travel itinerary items through your ANZ Premium Card, or use funds from any of your other ANZ accounts where your ANZ Premium Card is not an accepted means of payment. If there are no accommodation or other costs to pay before you leave, you will be considered to have met the eligibility requirement. However, you must call the AIG call centre prior to departure on 0800 499 666 to activate your policy. You will need to provide proof of using your loyalty scheme if you make a claim.

# Will I need to prove I paid half of my prepaid travel costs with an ANZ account if I make a claim?

You will need to provide the travel receipt showing the full prepaid **travel** costs and a statement showing at least half of the pre-paid **travel** costs were charged to your ANZ Premium Card (or your other ANZ account where credit card is not an accepted means of payment).

# What happens if my travel agent doesn't accept credit cards?

You can take a cash advance from your ANZ Premium Card and use it to pay for your trip, or alternatively you can pay for your travel costs with an ANZ cheque, or by an electronic transaction from any ANZ account. If you claim on the policy, you will need to provide proof of the transaction – i.e. the receipts from the travel agent and your cash advance (or your account statement).

# What if my travel agent puts an extra charge on card payments?

Travel agents who accept Visa and/or MasterCard sometimes charge extra for card payments or they can refuse to accept credit card payments for a certain fare.

Check before **you** book. There are travel agents who will accept credit cards without a surcharge. Alternatively, **you** could pay by using a cash advance on your credit card, an **ANZ** cheque, or by an electronic transaction from any **ANZ** account.

# What if I change my return date after I leave New Zealand?

To be eligible for cover under this **policy you** must hold a return travel ticket for **your travel** before **you** depart New Zealand. If **you** change **your** return date once **your travel** has commenced, then other than as provided under General Policy Conditions 1. Automatic extensions, **you** must contact Travel Guard<sup>™</sup> on +64 9 359 1627 to discuss **your** options.

#### Is a pre-existing medical condition covered?

No, the **policy** does not provide cover for **pre-existing medical conditions**. **You** should call the AIG call centre on 0800 499 666 before **you travel**, who may be able to arrange cover for **your** condition for an additional fee.

# Are my spouse/partner and/or dependent children covered?

Only if they are **travelling** with **you**, the primary cardholder. However, a **spouse** or partner and/or **dependent children** with an additional **ANZ Premium Card** will be covered if he or she is **travelling** without **you**.

### Am I covered for travel within New Zealand?

This **policy** only covers **you** for domestic **travel** that is part of **your** overseas **travel** arrangements. Refer to page 16 for more details.

#### Am I covered for damage to a Rental Vehicle?

Most car rental companies provide some level of insurance cover for loss or damage to the Rental Vehicle. **Your** ANZ Premium Card Overseas Travel Insurance **policy** covers **you** for any **excess you** might have to pay, but only if **you** have taken up all of the comprehensive motor insurance or waivers offered by the rental agency, whether discretionary or mandatory.

## I am a foreign citizen living in New Zealand. Am I covered by this policy?

**You** must be a New Zealand citizen or permanent resident of New Zealand in order to be eligible for this cover.

# I am a New Zealand citizen living overseas. Am I covered by this policy?

You will only be covered by this **policy** if **your travel** commences in New Zealand, and **you** intend to return to New Zealand at the end of **your travel**. Please refer to the definition of **travel** on page 16 for more information.

# The Insurer

This **policy** is issued/insured by AIG Insurance New Zealand Limited

# **Master Policy**

This **policy** is not underwritten or guaranteed in any way by ANZ Bank New Zealand Limited or any other member of the ANZ Group.

This insurance may be amended from time to time and will terminate on expiry of the written notice of termination given by **ANZ** to the primary cardholder notifying the primary cardholder of the automatic insurance being withdrawn.

# **Transport Accident Insurance**

# Introduction

Transport Accident Insurance is a benefit offered only to **ANZ Platinum Cardholders**. This cover provides an accidental death benefit for **ANZ Platinum Cardholders** who sustain a **fatal injury** while riding as a passenger (not as a pilot, driver or crew member) in, or boarding or alighting from a plane, tourist bus, train or ferry provided the **full cost of your trip** is charged to **your ANZ Platinum Card** as outlined below in this **policy** document. This document explains what **you**, the **ANZ Platinum Cardholder**, are covered for, the requirements that must be satisfied to activate this cover, and how to make a claim. If **you** need to make a claim or have any enquiries about the insurance cover provided by this **policy, you** can call the AIG call centre on 0800 499 666 during normal business hours.

# **Policy wording**

# Important Information

### Your duty of disclosure

You have a duty to disclose to **us** every matter that **you** know, or could reasonably be expected to know, is material to **our** decision whether to accept the risk of providing **you** with insurance.

#### Other insurance

If **you** arrange other insurance to cover **your trip**, the cover under this **policy** is secondary to the cover under any other policy. **You** must claim on the other insurance policy before making a claim for any losses under this **policy**.

#### Your policy number

You may be asked for your Transport Accident Insurance policy number. For initial enquiries, your policy number is the credit card number embossed on the front of your ANZ Platinum Card.

### Compliance with policy terms and conditions

The **insurer** may decline to pay a claim if, amongst other reasons, **you** have not complied with the terms and conditions of the **policy**.

#### **Exclusions and limitations to cover**

**You** should be aware that this cover is subject to certain exclusions, conditions, procedures and limitations which are detailed in full in this **policy** document. **You** should read this document and familiarise **yourself** with these exclusions, conditions, procedures and limitations.

#### How to make a claim

If **you** should need to make a claim when in New Zealand, call the AIG call centre on 0800 499 666 during normal business hours or call Travel Guard collect on +64 9 359 1627 when **travelling** overseas. A claim form will be sent to **you**.

#### Privacy Statement

This **policy** is issued/insured by AIG Insurance New Zealand Limited. AIG collects information necessary to underwrite and administer this **policy**. In the course of administering this **policy**, AIG may exchange or disclose **your** personal information and that of any other person insured by this **policy** to:

 (a) A related AIG company either in New Zealand or overseas;

- (b) Contractors or third party providers providing services related to the administration of this **policy**;
- (c) In the event of a claim assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers; and
- (d) Our assistance provider who will record all calls to the assistance service provided under this **policy** for quality assurance, training and verification purposes.

#### Access to your information

**You** may gain access to **your** personal information by writing to:

The Privacy Manager AIG Insurance New Zealand Limited PO Box 1745 Shortland Street AUCKLAND 1140

Whilst access to **your** personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some circumstances.

#### Consent acknowledgement

By **your** application for an **ANZ Platinum Card**, completion of claim forms, application forms for extension of cover or cover for pre-existing medical conditions and paying any applicable premium, **you** consent to the use of **your** personal information as stated in the privacy statement above.

### Definitions

The following definitions apply to this **policy**:

- Accident means any sudden and unexpected external physical force which occurs on a trip.
- ANZ means ANZ Bank New Zealand Limited.
- ANZ Platinum Card means a current and valid ANZ Airpoints Visa Platinum Card account, ANZ World Visa Platinum Card account or Qantas ANZ Visa Platinum Card account issued by ANZ (including additional cards of that ANZ Platinum Card account) that is eligible for Transport Accident Insurance as specified by ANZ.
- ANZ Platinum Cardholder means an ANZ customer who has been issued with a valid ANZ Platinum Card (including additional cards of an ANZ Platinum Card account), which is current at the time the fatal injury occurs.
- Fatal injury means loss of life:
  - (a) Caused by an accident whilst this policy is in force; and

- (b) Resulting independently of any other cause (including but not limited to any pre-existing condition, illness or sickness).
- Full cost of your trip means all charges, fees and/or taxes for the plane, tourist bus, train or ferry tickets.
- Insurer means AIG Insurance New Zealand Limited.
- Period of insurance means the period commencing

   September 2012 and for a period of 12 consecutive
   months, and then any subsequent 12 month period for
   which we agree in writing to renew the policy and in
   respect of which ANZ has paid and we have accepted
   the premium required for the renewal of this policy.
- Policy means the master policy between ANZ and the insurer to provide Transport Accident Insurance.
- Terrorist act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorism shall also include any act which is verified or recognised by the relevant Government as an act of terrorism.
- Trip means a journey by the ANZ Platinum Cardholder as a paying passenger (not as a pilot, driver, or crew member etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire, provided that:
  - (a) Before boarding any of the above transportation the full cost of your trip was charged to the ANZ Platinum Cardholder's ANZ Platinum Card; and
  - (b) The **trip** is purchased and takes place during a valid **period of insurance.**
- War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- We/our/us means the insurer.
- You/your means the ANZ Platinum Cardholder, and in the event of the ANZ Platinum Cardholder's fatal injury also means the ANZ Platinum Cardholder's legal representative(s).

# **Description of Cover**

We will pay the **fatal injury** Benefit listed under the Benefit Schedule below if **you** suffer a **fatal injury** under the circumstances listed below:

- 1. The fatal injury is sustained on a trip;
- 2. The **fatal injury** is sustained while riding as a passenger (not as a pilot, driver or crew member) in or boarding, or alighting from a licensed taxi or bus or hire vehicle authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire, provided **you** are travelling directly to or from an airport, tourist bus depot, railway station or dock, immediately preceding or following a **trip**;
- 3. Where by reason of 1. or 2. above, **you** are unavoidably exposed to the elements and, as a result of such exposure, suffer a **fatal injury**; or
- 4. Where your body has not been found within one year of the date of your disappearance arising out of an accident which would otherwise give rise to a loss as specified in 1., 2., or 3. above, it will be presumed that you suffered a fatal injury at the time of your disappearance, always provided that before the trip is commenced, the full cost of your trip is charged to your ANZ Platinum Card.

#### **Benefit Schedule**

When an accident results in **fatal injury** within one year of the date of the **accident**, **we** will pay the amount shown opposite the Fatal Injury Benefit.

Fatal injury benefit

\$1,000,000

#### Maximum amount payable

We will only pay one fatal injury benefit per ANZ Platinum Cardholder, regardless of the number of eligible ANZ Platinum Cards held by that ANZ Platinum Cardholder. The most we will pay for all claims under this policy resulting from one accident is \$10,000,000, regardless of the number of ANZ Platinum Cardholders who suffer a fatal injury as a result of the accident.

This means that if as a result of one **accident** a number of **ANZ Platinum Cardholders** suffer a **fatal injury**, we will pay each on a proportional basis (using the Benefit Schedule above) up to a total of \$10,000,000. Therefore, if for example 12 **ANZ Platinum Cardholders** suffered a **fatal injury** in the same **accident**, we would pay \$833,333 to each of their respective legal representative(s).

# **General Policy Conditions**

Applicable to all Transport Accident Insurance sections:

- You must be an ANZ Platinum Cardholder at the time your cover is activated in accordance with the terms and conditions of this policy, and at the time of your accident.
- The benefit payable under the **policy** will be paid to the **ANZ Platinum Cardholder's** legal representative(s).
- 3. Any benefit payable under this **policy** shall be reduced by any capital benefit payable for the same event under any automatic travel insurance or transport accident insurance where this is also underwritten by **us** (for example at date of print this includes the ANZ Premium Card Overseas Travel Insurance Terms and Conditions Section 4(A): Personal Injury under which the cardholder may be entitled to \$100,000).
- 4. The **fatal injury** must occur during a current and valid **period of insurance**.
- 5. New Zealand currency

All amounts stated in this **policy** are in New Zealand currency (or its equivalent at the time of the loss in other currencies) and are stated for each person covered under this **policy** for each period of **travel**.

6. New Zealand Law

This **policy** is governed by New Zealand Law and any dispute or action in connection with the **policy** shall be conducted and determined in New Zealand.

7. Require information

Original receipts and documentation must be provided to substantiate **your** claim. Photocopies will not be accepted. Full evidence (including translations) is to be provided on request at **your** expense.

8. Cancellation

**ANZ** may cancel this policy at any time and provide you with 30 days written notice to your last known address. If your ANZ Platinum card is cancelled by either yourself or ANZ, your cover will cease immediately. If you are travelling at the time the policy is cancelled, you will continue to be covered for any event that occurs during the period of your travel. If we cancel the policy ANZ will notify you accordingly.

### 9. Amendments to the terms and conditions

We may amend the terms and conditions of this **policy** at any time. If so, **ANZ** will give **you** 14 days written notice of the amendment to **your** last known address.

### **General Policy Exclusions**

Applicable to all Transport Accident Insurance sections:

This **policy** does not cover any **fatal injury** caused by or resulting from:

- 1. Suicide or self-destruction, or any attempt at suicide or self-destruction, while sane or insane.
- 2. A hijack.
- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of Government or military power.
- 4. Any terrorist act.
- 5. Radioactive contamination.
- 6. Consequential loss or damage, punitive damages.
- 7. A **trip** purchased prior to the effective date noted on the cover of this booklet.
- 8. An intentional or illegal or criminal act of:
  - (i) You; or
  - (ii) A person acting on your behalf; or
  - (iii) Your designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

### The Insurer

This **policy** is issued/insured by AIG Insurance New Zealand Limited.

#### Master Policy

This **policy** is not underwritten or guaranteed in any way by ANZ Bank New Zealand Limited or any other member of the ANZ Group.

This insurance may be amended from time to time and will terminate on expiry of the written notice of termination given by **ANZ** to the primary cardholder notifying the primary cardholder of the automatic insurance being withdrawn.

