



**Experience New Zealand**

**Lite Plan**

**Policy Wording**

**This policy wording applies to all policies purchased on or after 02 February 2009.**

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## **ORBITPROTECT EXPERIENCENZ LITE MEDICAL/TRAVEL POLICY**

### **WELCOME**

Welcome to our OrbitProtect policy. Thank you for choosing our policy to protect you. This policy:

- has been carefully prepared to provide you with extensive insurance cover while you are in New Zealand and while you are in transit between New Zealand and your country of origin, and
- includes travel to Australia and the South West Pacific for short periods as long as your journey includes a period of time in New Zealand.

As an additional benefit, if you decide to undertake study in New Zealand you automatically receive important student benefits contained in our international student OrbitProtect Lite plan.

Under this plan you can elect to insure your property or choose to leave property excluded from the cover.

We have taken care to write the policy so that it is easy to read and understand. However, please read this policy carefully and call us immediately if you have any questions about the policy.

If you are calling from:

- within New Zealand, telephone 0800 478 833 or
- outside of New Zealand, telephone +64 3-434 8151 (reverse charge).

You must read all sections of this policy carefully. They tell you important information about the benefits of this policy, what you are covered for, what you are not covered for and any conditions on which the cover is dependent.

### **UNDERWRITER**

This OrbitProtect policy is underwritten by Lumley General Insurance (N.Z.) Limited.

### **ELIGIBILITY**

This OrbitProtect policy is available to everyone travelling to New Zealand who does not hold New Zealand Residence status.

### **CLAIMS ASSISTANCE**

If you wish to make a claim once the policy is in force, please contact us on:

- 0800 478 833 if you are calling from within New Zealand.
- +64 3 434 8151 (reverse charge) if you calling from overseas.

In the event of a claim please also refer to **MAKING A CLAIM ON THIS INSURANCE** section in this Policy document.

## TABLE OF CONTENTS

INTRODUCTION.....	5
1. The parts of this policy document.....	5
2. Currency.....	5
3. Policy Definitions.....	5
Section 1 : Personal Effects Cover.....	8
Luggage (optional cover).....	8
Personal Documents.....	8
Personal Money.....	8
What we will not pay for under Section 1.....	9
Section 2 : Medical Cover.....	9
Medical expenses.....	9
Travel / Accommodation costs for people other than you.....	10
Home nursing care whilst disabled.....	10
ACC payments in New Zealand.....	10
Your accommodation / travel.....	11
Evacuation / return home.....	11
Funeral and cremation.....	11
Emergency dental care.....	12
What we will not pay for under Section 2.....	12
Section 3: Disrupted Travel Cover.....	13
Accommodation / travel.....	13
Hijack allowance.....	13
Early return home.....	13
Missed connection.....	13
Legal costs.....	14
Travel delay.....	14
Section 4 : Loss of Deposits.....	14
What we will pay.....	14
What we will not pay for under Section 4.....	14
Section 5 : Personal Liability Cover.....	15
Death, injury and loss of property.....	15
Legal costs.....	15
What we will not pay for under Section 5.....	15
Section 6 : Rental Car Excess.....	16
What we will pay under Section 6.....	16
What we will not pay for under Section 6.....	16
Section 7 : Rental Car Damage – Consequential Loss.....	16
What we will pay under Section 7.....	16
Section 8 : International Student Benefits.....	16
International Student Lite Plan.....	16
Section 9 : Extension of the Period of Cover.....	16

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Extension of period of cover .....	16
Section 10 : General Exclusions Applying to this Policy .....	17
General exclusions .....	17
Section 11 : Making a Claim on this Insurance .....	18
What you must do first .....	18
What you must not do .....	19
The claims process .....	19
Section 12 : Cancelling this Policy .....	20
How can you cancel this policy? .....	20
How can we cancel this policy? .....	20
Giving notice .....	20
Section 13 : General Conditions.....	21
Your general obligations .....	21
Policy limits .....	21
Goods and services tax .....	21
Fraud .....	22
Acts of Parliament.....	22
Insurance Law Reform Acts.....	22
New Zealand Jurisdiction.....	22
Other insurance .....	22

## INTRODUCTION

### What you and we agree to

By taking out this insurance policy **you** are making a legal contract. This means **you** agree to meet certain obligations and conditions. In return, **we** agree to provide specified insurance cover.

### You agree to:

- pay the premium (including any government levies and taxes), and
- meet all obligations and conditions of the contract.

In return for this **we** agree to provide the insurance cover that is explained in the policy wording.

### 1. The parts of this policy document

**Your** policy consists of the following parts:

#### a. The Policy Document

This provides details about:

- the cover provided, and
- all the obligations and conditions connected with the policy.

**You** are reading the policy document now.

#### b. The Certificate of Insurance

This is a separate document that goes with the policy document and shows the:

- specific details of **your** insurance,
- commencement date,
- **period of insurance**,
- premium paid for the insurance, and
- amounts **you** are insured for.

### 2. Currency

All sums insured specified in this policy are in New Zealand dollars.

### 3. Policy Definitions

Certain words in this policy have a specific meaning. These words are listed below, along with their definition (specific meaning). The definitions also apply to the plural and derivatives of the listed words, (for example, the definition of “accident” also applies to “accidents”, “accidental” and “accidentally”).

#### Accident

A happening or event that is unexpected and unintended from **your** point of view.

#### Country of origin

The country where **your** home is, and from which **you** have travelled to New Zealand.

#### Disablement

When referring to **you**:

- an **accidental injury** (or **illness**) that requires treatment by a **registered medical practitioner** or dentist, and

When referring to a **relative**:

- a life-threatening **accidental injury** or **illness** that first appears during the **period of insurance**.

### **Education provider**

An educational institution which is a signatory to the Code of Practice for Pastoral Care of International Students as established under section 238F of the Education Act 1989.

### **Excess**

The amount of the claim **you** must meet. It is not covered by this insurance, and **we** will deduct it from the claim. An **excess** of \$50 in total applies to any 1 claim.

### **Illness**

Sickness or disease that first manifests itself during the **period of insurance**.

### **Injury**

Internal or external bodily **injury** caused solely and directly by:

- violent, **accidental**, external and visible means, or
- medical misadventure, and
- that first manifests itself during the **period of insurance**.

### **Journey**

**Your** travel, once or multiple times, to New Zealand from **your country of origin** and return, including stopovers in other **overseas** countries, commencing once **you** have left your **country of origin** and ceases on the expiry date shown on your certificate of insurance or on **your** arrival back in **your country of origin**, whichever occurs first.

If during the **period of insurance you** return to **your country of origin** for a short term visit only, then cover under this policy is limited to Loss of Deposits (policy section 4) and Accommodation / travel (policy section 3.1) for the period **you** are there. Full cover recommences once **you** leave again for New Zealand.

### **Loss**

Physical **loss**, damage or destruction.

### **Luggage**

**Your** baggage and personal effects that are taken with **you** or purchased by **you** when travelling during **your journey**.

### **Overseas**

A country **you** have a stopover in, not exceeding nine days (9), or thirty one (31) days for Australia or islands of the **South West Pacific** but not including **your country of origin** and New Zealand.

### **Period of insurance**

**Your** policy coverage is effective from different dates and should be read in conjunction with the terms and conditions of each policy section:

- **Section 4 – Loss of Deposits**  
In respect of costs relating to **your** travel arrangements and any other non recoverable deposits paid, cover starts from when the premium is paid to **us** and cover is confirmed by the issue of **your** Certificate of Insurance.
- **All other Sections**  
Cover starts from the time **you** commence **your journey** and ceasing on **your** arrival back in **your country of origin** or the

expiry date shown on **your** Certificate of Insurance (whichever occurs first).

### **Pre-existing condition**

Any of the following:

- a physical defect, medical condition or disease for which treatment (including medication) or professional advice of any kind (from a medical adviser or other adviser) has been received or prescribed in the six months before the policy starts, and/or
- an ongoing medical condition or **disability** that exists when the policy starts.

In respect to **you** only, any medical condition, disease or **disability** not otherwise excluded which **we** would consider to be a **pre-existing condition** that developed during the currency of a previous OrbitProtect policy, is automatically insured under this policy provided there is unbroken OrbitProtect coverage from the date the condition, disease or **disability** developed.

### **Public Place**

Means any area to which the public has access (whether authorised or not).

### **Registered medical practitioner**

A person, acceptable to **us**, who:

- is not **you**, **your** relative, business partner or associate, and
- in New Zealand, is registered and practising as a medical practitioner in New Zealand, or
- **overseas** or **your country of origin**, is a registered and practising medical practitioner in the country where **you** require treatment.

### **Relative**

**Your:**

- spouse, de facto partner, fiancé, fiancée, or
- child, step-child, grandchild, or
- brother, sister, or
- parent, step-parent, grand parent, guardian, parent-in-law.

### **Rental vehicle**

A vehicle, such as a sedan, station wagon, SUV or mobilehome rented from a licensed motor vehicle rental agency. It also includes mopeds or motorcycles up to 250cc.

### **South West Pacific**

Any of the following destinations:

American Samoa, Cook Islands, Fiji, French Polynesia, Kiribati, Lord Howe Island, New Caledonia, Niue, Norfolk Island, Samoa, Tonga, Tuvalu, Vanuatu

### **We**

Lumley General Insurance (N.Z.) Limited

"Our" and "us" have the same meaning.

### **You**

The person(s) shown in the Certificate of Insurance as the 'person insured' including **your** dependent children aged 18 years or under when they are shown in the Certificate of Insurance. '**Your**' and '**yourself**' have the same

meaning.

## Section 1: Personal Effects Cover

### 1.1 Luggage (optional cover)

You have NO automatic cover under this policy for **your luggage**, but there are two optional covers available to **you**. If **you** have taken one of the options it will be noted on **your** certificate of insurance.

#### a. Option 1 – General Luggage

If **you** have elected to cover **your luggage** the maximum we will pay is \$5,000 plus up to \$30,000 for the total of all specified items as specified on **your** Certificate of Insurance. If **your luggage** suffers accidental loss during the **period of insurance**, we will at **our** option:

- repair it
- replace it, or
- pay **you** an amount that covers **your loss** (taking into account depreciation and wear and tear for clothing or footwear more than one year old) up to a maximum of \$1,000 per item, set or pair of items, except for:
  - any specified items **you** have chosen to include on **your** Certificate of Insurance, for which **we** will pay up to the limit noted on the Certificate of Insurance up to a maximum of \$10,000 per item and \$30,000 in total.

#### b. Option 2 – Specified Items

If an item of **specified luggage** suffers **accidental loss** during the **period of insurance**, we will at **our** option:

- repair it
- replace it, or
- pay **you** an amount that covers **your loss** (taking into account depreciation and wear and tear for clothing or footwear more than one year old) up to the amount shown for the item in **your** Certificate of Insurance but not more than \$10,000 for any one item and to a maximum of \$30,000 in total.

### 1.2 Personal Documents

We will pay **you** up to \$1,000 to cover the non-recoverable cost of replacing personal documents (including credit cards and travellers cheques) that are:

- a. stolen or suffer **accidental loss**, or
- b. used by an unauthorised person during the **period of insurance**.

### 1.3 Personal Money

We will pay up to \$500 to cover the theft or **accidental loss** during the **period of insurance** of **your** personal money, including

- a. bank notes

- b. coins, or
- c. monetary vouchers used for the **journey**.

#### 1.4 **What we will not pay for under Section 1** (also see General Exclusions Applying to this Policy)

**We will not pay:**

- a. for the electrical or mechanical breakdown of any article
- b. for the scratching or breakage of:
  - i. fragile articles
  - ii. brittle articles, or
  - iii. electronic componentsunless the scratching or breakage is caused by a collision involving a vehicle in which **you** are travelling. (Note: this exclusion does not apply to spectacle lenses, binoculars, computers, mobile phones and photographic or video equipment.)
- c. for wear and tear, deterioration, or **loss** caused by:
  - i. atmospheric or climatic conditions
  - ii. any process of cleaning, repairing, restoring or altering, or
  - iii. faulty workmanship
- d. for the **loss** or theft of **luggage** that **you** leave unattended in a public place or any place to which the public has access
- e. for the theft of **luggage** from an unlocked vehicle
- f. more than \$10,000 in total for **luggage** that is left in a locked but unattended vehicle
- g. for unaccompanied **luggage** or **luggage** that is shipped under any air, road or marine freight contract
- h. for tools of trade, or travellers samples used for business
- i. for the **loss** in value or shortage of money caused by mistakes or omissions by any person or currency fluctuation
- j. for any **loss** to bullion
- k. for the unauthorised use of credit cards where the personal identification number (PIN) has been used to access funds
- l. for the **loss** or theft of personal money or personal documents (including bank notes, coins, monetary vouchers, travellers' cheques and credit cards) if at the time of **loss** they are not:
  - i. under **your** personal supervision, or
  - ii. in a securely locked building or part of a building or securely locked vehicle , or
  - iii. contained in a securely locked safe or strong room in any unlocked building or part of a building.

## Section 2: Medical 2.1 Medical expenses

## Cover

During **your journey we** will pay for **your** reasonable medical expenses (including ambulance, hospital, surgical and medical treatment fees) provided that:

- a. **you** incur the expenses as a result of becoming **disabled by accidental injury or illness**
- b. the **injury or illness** occurs or first arises during the **period of insurance**, and
- c. **you** incur the expense within 12 months of the date of **disablement**.

### 2.2 Travel / Accommodation costs for people other than you

If **you** become **disabled** during **your journey** and are hospitalised, **we** will pay the travel and/or living expenses of up to two persons to travel to and/or stay with **you** while **you** are **hospitalised** provided that:

- a. **you** do not become **disabled in your country of origin** at the start of the **period of insurance**,
- b. person(s) who travel(s) to/stay(s) with **you** is **your** spouse, **your** travelling companion(s) or other nominated person(s) who have been approved by **us**,
- c. a **registered medical practitioner** provides written advice that it is necessary for someone to be with **you**,
- d. the expenses of person(s) who travel(s) to and/or stay(s) with **you** is/are of the same standard or fare class as those originally utilised by **you** for **your** trip (unless **we** agree in writing to a fare upgrade),
- e. the maximum benefit payable does not exceed \$100,000,
- f. the maximum living expenses benefit is \$250 per day, and \$5,000 in total, and
- g. the expenses don't include any costs incurred once **you** have returned to **your country of origin**.

### 2.3 Home nursing care whilst disabled

**We** will pay up to \$50,000 for the cost of care provided by a registered nurse (if this is required by the **registered medical practitioner** attending **you**) immediately following **your** discharge from a hospital after having had treatment covered by **us**.

### 2.4 ACC payments in New Zealand

If **you** suffer an **injury** while in New Zealand **you** must first apply to ACC (Accident Compensation Corporation) for treatment. Where **your** costs are not fully met by ACC **we** may top up any payments to meet **your** incurred costs. However, **we** will not make any payments where **you** do not take all reasonable steps to pursue **your** claim through ACC. Where ACC provides cover for an **injury**, **you** must obtain their prior approval for the provision for treatment in hospital.

If **we** accept **your** claim **we** will pay the difference between what **you**

are entitled to recover from ACC and what **you** are covered for under this policy.

## 2.5 Your extra travel/accommodation expenses

If **you** become **disabled** during **your journey**, **we** will pay for **your** additional travel and /or accommodation expenses while **you** are **disabled**, provided that the expenses:

- a. are a reasonable amount
- b. are of the same standard or fare class as those originally selected by **you** for **your** trip (unless **we** agree to a fare upgrade in writing), and
- c. don't include any costs that **you** incur:
  - i. after **you** have resumed **your journey**, or
  - ii. once **you** have returned to **your country of origin**.

## 2.6 Evacuation / return home

If **you** become **disabled** while in New Zealand or **overseas**, during the **period of insurance** and agree to return to **your** country of origin, **we** will pay:

- a. for the travel expenses involved, and
- b. up to \$20,000 for **your** reasonable, necessary continuing medical costs incurred as a direct result of the medical event causing **your disablement**, for a period of up to 12 months, provided that the following conditions are met:
  - i. The **registered medical practitioner** who attends **you** at the time of the **disablement** provides written advice that the return or evacuation is necessary.
  - ii. The return or evacuation is supported by **our** medical advice and considered necessary by **us**.
  - iii. **We** agree to the destination that **you** return or evacuate to.
  - iv. The travelling expenses that **you** incur are of the same standard or fare class as those originally selected by **you** for **your** trip (unless **we** agree to a fare upgrade in writing).
  - v. **You** already have a return ticket between New Zealand and **your country of origin**.

## 2.7 Funeral and cremation

Should **your** death occur in New Zealand or **overseas**, but not in **your country of origin**, during the **period of insurance**, **we** will pay up to \$100,000 to cover:

- a. **your overseas** or New Zealand funeral or cremation costs, or
- b. the cost of returning **your** remains to **your country of origin**, including the reasonable travel costs of up to two people to accompany **your** remains back to **your country of origin**.

## 2.8 Accidental death

**We** will pay **your** estate \$25,000 (if **you** are aged 16 years or over) or \$10,000 (if **you** are aged under 16 years) if **you** sustain an **injury** that

results in **your** death provided that:

- a. **your** death occurs within 12 months of the **injury** being sustained
- b. the **injury** occurs during the **period of insurance**, and
- c. the **injury** was sustained during your **journey** to New Zealand.

## 2.9 Emergency dental care

During **your journey** to New Zealand **we** will pay up to \$250 for **your** reasonable emergency dental treatment costs to **your** sound and natural teeth, performed by a dentist providing these costs are incurred due to seeking treatment for:

- a. relief from sudden and acute pain by the application of antibiotics, temporary dressings or extraction, or
- b. **injury** to **your** teeth.

**We** do not pay for elective treatment or normal maintenance, which includes:

- fillings
- root canals
- wisdom teeth extraction
- loss of dental bridges
- restoration work
- caps, crowns, precious metal costs, pins or fittings
- periodontal work, titanium implants, or
- any treatment resulting from a lack of regular dental maintenance and/or hygiene.

## 2.10 What we will not pay for under Section 2

(also see General Exclusions Applying to this Policy)

**We** will not provide **you** with cover:

- a. If **you** travel against medical advice.
- b. If **you** travel for the purpose of obtaining medical treatment.
- c. For ongoing medical costs in excess of \$20,000 if **you** become **disabled** but decide not to return to **your country of origin**, when our medical advisors believe it is safe for **you** to do so.
- d. If you take any action contrary to the advice of a **registered medical practitioner** who attends **you** if **you** become **disabled**.
- e. For any ongoing maintenance treatment of **pre-existing conditions** whether or not the condition has been approved and noted on the policy.
- f. For new or ongoing medical treatment for a **disablement** that occurs during the **period of insurance**, if **you** decide not to return to **your country of origin** at the end of the **period of insurance**.
- g. For ongoing physiotherapy or manipulative therapy to treat a **disablement**, unless this is recommended in writing by the treating **registered medical practitioner**.

- h. For any medical, hospital or dental treatment provided to **you** in **your country of origin** unless this treatment is provided after **you** have been medically evacuated and the costs are approved by **us** in writing (and then for an amount not exceeding \$20,000).
- i. If **you** elect not to follow the rehabilitation plan provided by **us**.

### Section 3: Disrupted Travel Cover

#### 3.1 Accommodation / travel

**We** will pay up to \$10,000 for any reasonable, unexpected travel accommodation and meal costs **you** incur during **your journey** because of the following disruptions, provided that they occur during the **period of insurance**:

- a. **Your** carrier cancels, cuts short, delays, or diverts a scheduled service because of riot, strike, civil commotion, hijack, natural disaster, collision or severe weather conditions.
- b. **You** accidentally lose **your** passport or travel documents.
- c. **You** innocently or unknowingly breach any quarantine regulation.
- d. **Your** carrier is involved in a railway, motor vehicle, marine or aircraft accident, and the carrier provides written evidence of this.
- e. **You** or **your** travelling companion becomes **disabled**.

#### 3.2 Hijack allowance

If the public transport on which **you** are travelling is seized both forcibly and violently during the **period of insurance** for the purpose of theft, extortion, propaganda or other illegal reason, **we** will pay **you** a distress allowance of \$500 every 24 hours spent detained, up to a total amount of \$10,000.

#### 3.3 Early return home

If **you** must return early to **your country of origin** due to any of the following events, **we** will pay up to \$10,000 for **your** reasonable, additional travel costs:

- a. the unexpected death or sudden serious or life threatening **disablement** of a close **relative** aged 70 years or less, who lives in, and is a permanent resident of **your country of origin**, or
- b. any other unexpected cause beyond **your** control and not otherwise excluded elsewhere in the policy.

#### 3.4 Missed connection

**We** will pay up to \$10,000 to cover the cost of transport and other services **you** use to connect **you** with **your** scheduled transport if **you**:

- a. are travelling to a special event (such as educational examinations, a sporting event, conference or wedding) that cannot be delayed solely because of **your** late arrival, and

- b. **you** miss the connection with **your** scheduled transport during the **period of insurance** because **your journey** is interrupted by **accidental** circumstances beyond **your** control.

### 3.5 Legal costs

**We** will pay up to \$10,000 to cover legal costs **you** incur because of:

- a. false arrest by any government or foreign power, or
- b. wrongful detention by any government or foreign power during the **period of insurance**, provided that this does not occur in **your country of origin**.

### 3.6 Travel delay

**We** will pay up to \$3,000 to cover any reasonable, unexpected travel, accommodation and meal costs **you** incur at **your** point of departure in **your country of origin** because of a delay to **your** scheduled transport during the **period of insurance**, provided that the delay:

- a. is **accidental**, and
- b. beyond **your** control, and
- c. exceeds six hours.

## Section 4: Loss of Deposits

### 4.1 What we will pay

**We** will reimburse **you** up to \$50,000 for the non-refundable, unused portion of travel, accommodation or other deposits paid for in advance by **you** if **you** are unable to undertake or complete **your journey** during the **period of insurance** because:

- a. of the unforeseen death or sudden serious or life threatening **disablement** by **injury** or **illness** of a **relative** aged 70 years or less happening after **you** have left **your country of origin**; or
- b. **you** suffer accidental **injury** or **illness**; or
- c. of any other unforeseen circumstance which is not excluded elsewhere in this policy and which is outside of **your** control.

### 4.2 What we will not pay for under Section 4

**We** will not cover any losses **you** incur if **your journey** is cancelled because of the following reasons:

- a. The financial failure of any of the following:
  - i. travel agent, travel wholesaler, booking agent
  - ii. tour organiser
  - iii. airline or other transport provider
  - iv. car rental agency
  - v. accommodation provider
  - vi. tour or cruise operator or
  - vii. any education provider.

This exclusion extends to include the financial failure of any person, company or organisation with whom any of the above deals with. The term “financial failure” shall mean bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement,

statutory provision or anything of a similar nature.

- b. Any act or omission by a travel agent.
- c. Delays caused by carriers or rescheduling.
- d. Prohibition or regulation by any government.
- e. **Your** business, financial or contractual obligations, or those of any **relative**.
- f. **Your** change of plans or decision not to travel or take up any pre-booked education study course.

## Section 5: Personal Liability Cover

### 5.1 Death, injury and loss of property

**We** will pay all sums that **you** are legally liable to pay as damages and compensation, for an **accidental**:

- a. **injury** (including death) of another person, and/or
- b. **loss** or damage to property that occurs while **you** are in New Zealand or **overseas** during the **period of insurance**.

The maximum amount **we** will pay is \$2,500,000.

### 5.2 Legal costs

Where there is cover under subsection 5.1 above, **we** will pay:

- a. all legal costs awarded to any claimant against **you**, and
- b. any other reasonable legal defence costs that **you** incur up to \$2,500,000

The maximum **we** will pay under section 5.1 and 5.2 is \$2,500,000 in total.

### 5.3 What we will not pay for under Section 5

**We** will not pay any damages, compensation or legal costs for any liability arising from or connected with:

- a. the death, **injury**, or **illness** of **you** or any **relative**, or any person employed by **you**
- b. the **loss** of property that is owned by **you** or any member of **your** family, or any person employed by **you**
- c. the **loss** of any property that is in **your** custody or control, unless it is property owned by any temporary accommodation provider, landlord or homestay and then limited to \$500,000
- d. any agreement **you** enter into, unless **you** would have been liable anyway, even without the agreement
- e. the ownership, possession or operation of (whether by **you**, any member of **your** family, or any person employed by **you**) of any mechanically propelled vehicle, or any aircraft or watercraft
- f. any land or building that is owned by **you** or any **relative**, or any

person employed by **you**

- g. **your** business, trade or profession, including professional advice given by **you**, or any person employed by **you**
- h. seepage, pollution or contamination.

In addition there is no cover for:

- i. judgements given by a Court outside New Zealand, unless the Court is in the **overseas** country where the **accident** giving rise to the liability occurs
- j. liability that **you** agree to, unless that liability would have been established even if **you** had not agreed to it, or
- k. punitive or exemplary damages awarded against **you**.

## Section 6: Rental Car Excess

### 6.1 What we will pay under Section 6

If during **your journey you** hire a **rental vehicle we** will pay **you** for any excess/deductible **you** become legally liable to pay up to a maximum of \$2,000 during the **period of insurance**, in respect of loss or damage to a **rental vehicle** during the rental period provided that the following conditions are met:

- a. the **rental vehicle** must be hired from a licensed rental vehicle company, and
- b. **you** must comply with all of their requirements under the hire agreement.

### 6.2 What we will not pay for under Section 6

**We** will not pay any liability arising from or connected with:

- a. **you** being under the influence of alcohol and/or drugs, and
- b. if the **loss** or damage occurred while driving the **rental vehicle** other than on formed or paved roads or car parks.

## Section 7: Rental Car Damage – Consequential Loss

### 7.1 What we will pay under Section 7

If there is a claim accepted by **us** under Section 6 : Rental Car Excess, **we** will also reimburse **you** for all sums which **you** are legally liable to pay for consequential loss of revenue and costs of the owner of the hired vehicle including towage and salvage costs associated with the recovery of the vehicle up to a maximum of \$5,000.

## Section 8: International Student Benefits

### 8.1 International Student Lite Plan

If **you** decide to undertake study in New Zealand as an international student **you** automatically receive all the benefits under the OrbitProtect International Student Lite Plan, other than Section (2) 14 Optical Treatment and Section (7) Private Use Driving Liability.

## Section 9: Extension of the Period of Cover

### 9.1 Extension of period of cover

In the event of a delay outside of **your** control:

- a. where **you** are required to suspend **your journey** on the advice of a **registered medical practitioner**; or

- b. to any vehicle, vessel or aircraft in which **you** are travelling as a ticket holding passenger which results in **your journey** not being completed during the **period of insurance**.

This policy is extended to allow **you** to complete **your journey** by the next available and convenient transportation.

## Section 10: General Exclusions Applying to this Policy

### 10.1 General exclusions

The following exclusions (things that are not covered) apply to all sections of the policy. They are in addition to the specific exclusions shown in each section.

**We** will not pay claims that arise directly or indirectly from any of the following events, actions or situations:

- a. **Pre-existing medical conditions**, unless **you** apply for cover of a **pre-existing medical condition** and **our** approval number is noted on **your** Certificate of Insurance. **You** can only apply for cover for **pre-existing medical conditions** for **yourself**. This exclusion will not be removed from **your** policy, however, as it remains in force for all other persons (including **relatives** and business partners).
- b. Childbirth or pregnancy unless they arise from medical complications that occur before the end of the 24<sup>th</sup> week of **your** pregnancy (based on the estimated confinement date provided by **your registered medical practitioner**).
- c. **Your** failure to act in a responsible manner and take all reasonable efforts to:
  - i. safeguard **your** property
  - ii. avoid **accidental injury**
  - iii. minimise any claim under this policy, and
  - iv. avoid a claim under this policy by heeding a warning communicated by the general mass media about an intended strike, riot or civil commotion.
- d. Motor cycling, if the driver does not hold a current New Zealand motor-cycle licence or **overseas** equivalent (whether or not a license is required in the country where the cycle is ridden).
- e. Sporting activities undertaken professionally.
- f. Diving involving the use of any artificial breathing apparatus, unless **you**:
  - i. hold an open water diving license, or
  - ii. are under the direct supervision of a qualified diving instructor.
- g. Travelling in or through the air, other than as a passenger of a fully licensed passenger-carrying aircraft operated by an airline or air-charter company.
- h. Mountaineering or rock climbing (but not hiking), or pot holing, which requires the use of climbing equipment, or involves abseiling.

- i. Ocean yachting or blackwater rafting.
- j. Skiing or snowboarding outside designated ski-field areas, or in areas within designated ski fields that are closed because of adverse conditions.
- k. Manual employment while in New Zealand or **overseas** unless we have given our approval in writing.
- l. Suicide, attempted suicide, sexually transmitted disease, or any situation or action when under the influence of alcohol or non-prescribed drugs.
- m. Human Immunodeficiency Virus (HIV) and or HIV-related illness including:
  - i. Acquired Immune Deficiency Syndrome (AIDS), and/or
  - ii. any mutant derivative or variations of HIV.
- n. Loss of enjoyment, financial loss or any other loss that is not covered specifically in this policy.
- o. War or warlike activities, invasion, act of foreign enemy, civil war, revolution, insurrection, military power; nuclear reaction, contamination by nuclear weapons, nuclear material or radioactivity.
- p. Confiscation, detention, or destruction by customs or other authorities.
- q. Any breach or any prohibition or regulation of any government relating to immigration or travel (including failure to obtain a passport or visa).
- r. Act of Terrorism meaning an act, including but not limited to the use of force or violence and/or 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. This exclusion does not apply to Section 2 (Medical Cover), subsections 1 to 7 inclusive.

## Section 11: Making a Claim on this Insurance

### 11.1 What you must do first

As soon as **you** are aware of any event that is likely to result in a claim under any section of this policy, **you** must follow all instructions listed below that apply to **you**.

- a. Contact **us** on 0800 478 833 or +64 3 434 8151 reverse charge (if **overseas**) if **you**:
  - i. are going to be hospitalised
  - ii. plan to cut short or alter **your** travel arrangements because of any medical condition, or
  - iii. have lost all **your luggage** or money.
- b. Notify **us** as soon as possible (or at the latest within 21 days).
- c. Take prompt steps to minimise any **loss** or liability, and avoid any further **loss** or liability.

- d. Lay a complaint with the Police or relevant authorities if **you** suspect that **you** have been the victim of burglary, theft, arson or intentional damage.
- e. Inform the Police or relevant authorities about any **loss** of property.
- f. Take reasonable steps to obtain details of any other person, property or vehicle involved, and witnesses.
- g. Lodge a written claim against any person, party, hotel or transport provider that may be legally liable.
- h. In the case of **injury** within New Zealand covered by the Injury Prevention Rehabilitation and Compensation Act 2001, **you** must take all necessary steps to make and follow up a claim with the ACC.
- i. Obtain an "Irregularity Report" from Transport providers where they are responsible for **your** loss or damage to **your luggage**.

To make a claim under this policy, **you** must then follow the instructions provided under 11.3 The claims process.

## 11.2 What you must not do

**You** must not:

- a. admit responsibility for any **accident**
- b. dispose of any property that **you** intend to claim for, or
- c. say or do anything that may prejudice **our** ability to:
  - i. defend any claim made against **you**, or
  - ii. make recovery from any other person who may be responsible for **your** claim.

## 11.3 The claims process

a. Making the claim

To make a claim, **you** must:

- i. fully complete **our** Claim Form as soon as possible
- ii. give **us** free access to examine and assess the claim
- iii. provide any other information or assistance that **we** reasonably request to support **your** claim
- iv. send any letter of demand or Court documents that **you** receive relating to the claim, to **us** immediately
- v. provide a statutory declaration to verify the claim (if **we** request it)
- vi. submit to examination under oath by any person **we** nominate (if **we** request it), and
- vii. authorise disclosure to **us** of any personal information

about **you** held by any other parties, which is relevant to the claim.

After **you** have made a claim, **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend or settle any liability. If **we** do this, it will be at **our** expense.

**We** may decide at any time to pay **you**:

- the total sum insured under “Section 5 Personal Liability Cover”, or
- any lesser amount for which a claim against **you** can be settled as full settlement of any claim under that Section.

If **we** do this, **we** have no further liability to **you**, except for any legal costs **you** have incurred up to the time of **our** payment.

b. Once the claim is accepted

After **we** have received a claim under this policy, **we** have the right to take over (in full) any legal rights of recovery **you** have. If **we** do this, **we** may exercise these rights for **our** own benefit, and at **our** own expense, and **you** must fully cooperate to allow **us** to do this.

c. If any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must:

- tell **us** immediately, and
- hand the property over to **us** if **we** request it.

**We** have the right to keep any property for which **we** have paid a claim, including any proceeds of its sale.

## Section 12: Cancelling this Policy

### 12.1 How can you cancel this policy?

**You** can cancel this policy at any time by giving **us** notice, as explained under “Giving Notice”. Upon cancellation of this policy by **you**, **we** will retain the proportion of the premium for the period the policy was in force and refund any unused premium less a charge, being 20% of the original table premium and any administration or documentation fee, retained for administration.

### 12.2 How can we cancel this policy?

**We** can cancel this policy by giving **you** 14 days’ notice in writing. If **we** do this, the cancellation will take effect at 4.00 p.m. 14 days after the date of the notice.

The first day of this 14 day period will be the day that the notice is delivered or posted by **us**.

**We** will refund to **you** all of the unused part of any premium **you** have already paid.

### 12.3 Giving notice

a. If **you** give notice to **us**:

Any notice about this policy that **you** give to **us** must be:

- in writing, and
- delivered or posted to **us**.

- b. If **we** give notice to **you**:  
Any notice about this policy that **we** give to **you** must be:
- in writing, and
  - e-mailed or delivered to **you** by post.

## Section 13: General Conditions

### 13.1 Your general obligations

As well as the specific conditions and obligations explained in the different sections of this policy, there are also general obligations that apply to all sections. These are listed below:

- a. **Your** obligation to meet all conditions and obligations  
**You** must comply with all the conditions and obligations of this contract. If **you** don't, **we** will not pay **your** claim.
- b. Your obligation to tell the truth  
**You** must ensure that all statements **you** make on the following forms (or any other statements, declarations or information that **you** supply to support them) are true and correct:
- the application or proposal form, and
  - the claim form.
- c. Your obligation to avoid **loss** or liability
- You** must take reasonable care at all times to:
    - make sure that all property covered by this policy is kept safe and protected from possible **loss**, and
    - avoid any **accident** for which **you** could be held legally liable.
  - You** must not intentionally or recklessly cause **loss**:
    - to any property covered by this policy, or
    - for which **you** could be held legally liable.
  - You** must not allow or permit anyone else to cause **loss** or liability in any way.

Some sections of this policy can cover other people as well as **you**. To gain the benefit of any cover, they must also meet all the relevant conditions and obligations that **you** are required to meet.

### 13.2 Policy limits

Where a sum insured is shown in any section of this policy, that amount is the most **we** will pay under that section.

All sums referred to under this policy are in New Zealand dollars.

### 13.3 Goods and services tax

Where any part of this policy specifies any of the following:

- sum insured,
- excess**,
- sub-limits,
- maximum amount payable for any item or type of property, or
- maximum amount payable for any type of **loss**,

then these amounts include GST.

#### **13.4 Fraud**

**We** are not liable to pay any claim if **you**, or anyone authorised by **you**, uses fraudulent means to:

- a. arrange or extend this policy, or
- b. make any claim against the policy.

#### **13.5 Acts of Parliament**

Where this policy refers to any Act of Parliament, it includes any regulations and amendments to that Act. It also includes any replacement Act or Regulation.

#### **13.6 Insurance Law Reform Acts**

The conditions, obligations and exclusions shown in this policy are subject to **your** rights under the Insurance Law Reform Acts.

#### **13.7 New Zealand Jurisdiction**

This policy is governed by New Zealand law. Any dispute relating to the policy will be determined by New Zealand Courts only.

#### **13.8 Other insurance**

When **you** make a claim under this policy, **you** must tell **us** about any other insurance **you** have that covers **you** for:

- a. the same property,
- b. the same medical expenses, or
- c. the same liability.

If **you** do not do this, **we** will not pay **your** claim. If **you** do have other insurance that covers **you** for the same claim, **we** will only pay the amount over and above the cover provided by that other insurance.