



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

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## ORBITPROTECT PRIME MEDICAL / TRAVEL POLICY

### WELCOME

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

- is only available to international students who come to New Zealand to study or people who hold a work permit under the New Zealand government open work permit programme, and
- has been carefully prepared to provide you with extensive insurance cover while you are a student in New Zealand and while you are in transit between New Zealand and your country of origin, and also if you choose to travel to Australia and the South West Pacific.

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 0800 4 STUDENT, 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, such as what you are covered for and 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

You will be eligible for cover under this policy if you are an **International Student** as defined under "Policy Definitions" on page 1 of this policy.

### 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, or 0800 STUDENT
- +64 3 434 8151 (reverse charge) if you calling from overseas.

In the event of a claim please also refer to page 16 in this Policy document.

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## 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:

### 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.

### 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.

### Alternative medical provider

A person acceptable to **us** who is any of the following:

- an osteopath;
- a chiropractor;
- an acupuncturist.

### 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**.

### **Eligible 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.

### **Illness**

Sickness or disease.

### **Injury**

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

- violent, **accidental**, external and visible means, or
- medical misadventure.

### **International student**

A person who is:

- studying or intending to study in New Zealand or who holds a work permit under the New Zealand government open work permit programme, and
- meets Immigration Act requirements for entry into New Zealand.

### **Loss**

Physical loss, damage or destruction.

### **Luggage**

**Your** baggage, personal effects and household items that are taken with **you** or purchased by **you** when travelling:

- to New Zealand from **your country of origin** and during **your** time of study in New Zealand, or
- from New Zealand back to **your country of origin** or while on holiday in Australia or the **South West Pacific**.

### **Overseas**

A country **you** have a stopover in, not exceeding nine days, whilst travelling between **your country of origin** and New Zealand, or while **you** are holidaying in Australia or the **South West Pacific** for a period not exceeding 31 days, 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, education fees 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** leave **your** home in **your country of origin** and finishes when **you** return permanently to **your country of origin** or the expiry date shown on your Certificate of Insurance (whichever occurs first) and provided the loss occurs during the **period of Insurance**.

### **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 Prime or Lite 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,
- child, step-child, grandchild,
- brother, sister, or
- parent, step-parent, guardian, parent-in-law.

### **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 (or persons) shown in the Certificate of Insurance as the 'person insured'. '**Your**' and '**yourself**' have the same meaning.

## SECTION 1: PERSONAL EFFECTS COVER

An **excess** of \$100 in total applies to this section for any 1 claim.

### 1. Luggage

The maximum **we** will pay is \$30,000 plus up to \$30,000 for the total of all specified items as specified on **your** Certificate of Insurance.

If **you** have taken the option to reduce the maximum **we** will pay from \$30,000 to \$10,000, it will be noted on **your** Certificate of Insurance. **You** still have the option of insuring specified items up to \$30,000 in total, should **you** wish.

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 \$3,000 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.

### 2. Personal Documents

**We** will pay **you** up to \$3,000 to cover the non-recoverable cost of replacing personal documents (including credit cards and travellers cheques) that are:

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

### 3. Personal Money

**We** will pay up to \$1,000 to cover the theft or **accidental loss** during the **period of insurance** of **your** personal money, including

- bank notes
- coins, or
- monetary vouchers used for the journey.

### 4. What we will not pay for under Section 1

**We** will not pay:

- a. for the electrical or mechanical breakdown of any article
- b. for the scratching or breakage of:
  - fragile articles
  - brittle articles, or
  - electronic components

unless 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:

- atmospheric or climatic conditions
  - any process of cleaning, repairing, restoring or altering, or
  - 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 \$1,500 per item to a maximum of \$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:
- under **your** personal supervision, or
  - in **your** securely locked place of residence or study within New Zealand, or
  - contained in a securely locked safe or strong room while you are travelling outside New Zealand.

## SECTION 2: MEDICAL COVER

### 1. Medical expenses

**We** will pay for **your** 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. Alternative medical treatment

**We** will pay up to a maximum total amount of \$300 per annum for treatment in New Zealand by an **alternative medical provider** if the treatment is recommended by a **registered medical practitioner**.

### 3. Travel / Accommodation costs for people other than you

If **you** become **disabled** while in New Zealand or **overseas** during the **period of insurance** 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:

- **you** do not become **disabled** in **your country of origin** at the start of the **period of insurance**,
- 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**,
- a **registered medical practitioner** provides written advice that it is necessary for someone to be with **you**,



- 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),
- the maximum benefit payable does not exceed \$100,000,
- the maximum living expenses benefit while in New Zealand is \$250 per day, and \$5,000 in total, and
- the expenses don't include any costs incurred once **you** have returned to **your country of origin**.

#### 4. Home nursing care whilst disabled

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

#### 5. 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.

If **your** claim is declined by ACC in all or in part, **we** may at our discretion pay **you** for the incurred cost of treatment that are covered under this policy provided **you** give **us** all necessary documentation showing that **your** claim has been declined, and any other relevant documentation from ACC .

#### 6. Your accommodation / travel

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

- are a reasonable amount
- 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
- don't include any costs that **you** incur:
  - resuming **your** journey
  - after **you** have resumed **your** journey, or
  - once **you** have returned to New Zealand or returned to **your country of origin**.

#### 7. 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:

- for the travel expenses involved, and
- 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:

- The **registered medical practitioner** who attends **you** at the time of the **disablement** provides written advice that the return or evacuation is necessary.
- The return or evacuation is supported by **our** medical advice and considered necessary by **us**.
- **We** agree to the destination that **you** return or evacuate to.
- 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).
- **You** already have a return ticket between New Zealand and **your country of origin**.

## 8. Return to New Zealand cover

If **you** wish to resume **your** original trip to New Zealand following a valid claim under Section 2 clause 6 (directly above), we will pay the reasonable additional costs of airfares to return **you** to the position **you** were in at the time in New Zealand prior to **your** claim, provided the following conditions are met:

- **Your** expatriation must take place within six months of the date of loss recorded on your claim for Section 2 clause 6.
- At least 50% or five days of the original period of insurance, whichever is the greater, was remaining when the event that necessitated **your** return occurred.

## 9. 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:

- **your overseas** or New Zealand funeral or cremation costs, or
- 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**.

## 10. Cash in hospital

If **you** are **hospitalised overseas** or in New Zealand, **we** will pay **you** \$100 for every 24 hours **you** are in **hospital** (up to a maximum of \$3,000 in New Zealand and \$10,000 if **overseas**), provided that **you** are hospitalised:

- because of a **disablement** that occurs or first arises during the **period of insurance**, and
- for at least 24 hours.

This money will be paid directly to **you**.

## 11. Accidental death

**We** will pay **your** estate \$50,000 (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:

- **your** death occurs within 12 months of the **injury** being sustained
- the **injury** occurs during the **period of insurance**, and
- the **injury** was sustained while in New Zealand or travelling **overseas**.

## 12. Search and rescue

If **you** go missing in New Zealand or **overseas**, as a result of natural disaster or whilst undertaking an outdoors recreational activity during the **period of insurance**, **we** will contribute up to \$10,000 towards the cost of a private search for **you**, provided that:

- **your** next of kin asks for the search
- the search is approved by the local authorities, and
- the search begins within 72 hours of the official notification that **you** are missing.

### 13. Emergency dental care

**We** will pay up to \$1,500 for **your** reasonable emergency dental treatment costs to **your** natural teeth, performed by a dentist providing these costs are incurred due to seeking treatment for:

- relief from sudden and acute pain by the application of antibiotics, temporary dressings or extraction, or
- **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.

### 14. Optical treatment

**We** will pay up to a maximum of \$250 for optical treatment, including the cost of prescription lenses and frames, if during the period of insurance **your** vision changes and **you** require optical aids. **We** do not pay for routine replacement of disposable contact lenses, or replacement frames if **you** already wear glasses and need new lenses due to vision change.

### 15. What we will not pay for under Section 2

**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 **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 ongoing physiotherapy therapy to treat a **disablement**, unless this is recommended in writing by the treating **registered medical practitioner**.
- g. 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), or unless **you** have temporarily returned to **your country of origin** for less than 40 days and are **disabled** by **injury** or **illness** occurring in **your country of origin**, during the **period of insurance** (and then for an amount not exceeding \$250,000).
- h. If **you** elect not to follow the rehabilitation plan provided by **us**.

## SECTION 3: DISRUPTED TRAVEL COVER

### 1. Accommodation / travel

We will pay up to \$10,000 for any reasonable, unexpected accommodation, meals and /or travel expenses **you** incur **overseas** because of the following disruptions, provided that they occur during the **period of insurance**:

- **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.
- **You** lose your passport or travel documents.
- **You** innocently or unknowingly breach any quarantine regulation.
- **Your** carrier is involved in a railway, motor vehicle, marine or aircraft accident, and the carrier provides written evidence of this.
- **Your** travelling companion becomes **disabled**.

### 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. Early return home

If **you** must return to **your country of origin** because of any of the following events, **we** will pay up to \$100,000 for **your** reasonable, additional travel costs, provided that the event occurs during the **period of insurance**:

- The unexpected death or sudden **disablement** of a close **relative** who lives in, and is a permanent resident of, **your country of origin**, provided such person is 70 years of age or less.
- The educational course **you** are enrolled in within New Zealand is unforeseeably terminated for reasons outside **your** control and no reasonable alternative course is available in New Zealand.

### 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:

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

### 5. Legal costs

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

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

### 6. Travel delay

**We** will pay up to \$3,000 to cover travel, accommodation and meal costs **you** incur at **your**

point of departure in **your country of origin** and or on **your** outward journey from New Zealand to **your country of origin** because of a delay to **your** scheduled transport during the **period of insurance**, provided that the delay:

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

## 7. Clothing and toiletries

If when travelling **overseas** you need to purchase essential items of clothing and toiletries because **your** total **luggage** has been delayed, misdirected or temporarily misplaced by a carrier during the **period of insurance** for more than six continuous hours, **we** will pay you up to \$200, provided **you** supply written confirmation from the carrier responsible and receipts for the essential clothing and toiletries **you** purchase.

## SECTION 4: LOSS OF DEPOSITS

### 1. What we will pay

**We** will reimburse **you** up to \$100,000 the non-refundable, unused portion of travel, accommodation, educational fees or other deposits paid for in advance by **you** if **you** are unable to undertake **overseas** travel or need to cancel **your** study in New Zealand during the period of insurance because:

- a. of the unforeseen death or serious **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.

### 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:
  - travel agent, travel wholesaler, booking agent
  - tour organiser
  - airline or other transport provider
  - car rental agency
  - accommodation provider
  - tour or cruise operator.
  - **your eligible education provider.**

This exclusion extends to include the financial failure of any person, company or organisation with whom any of the above deal 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, **your** business, financial or contractual obligations, or those of any **relative**.
- e. **Your** change of plans or decision not to travel or take up any pre-booked education study course.

## SECTION 5: PERSONAL LIABILITY COVER

An **excess** of \$50 in total applies to this section for any 1 claim.

### 1. Death, injury and loss of property

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

- a. death
- b. **injury** (including **illness**), and/or
- c. **loss** of 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.

### 2. Legal costs

Where there is cover under subsection 1 above, **we** will pay:

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

The maximum sum insured **we** will pay in section 5: 1 and 2 is \$2,500,000 in total.

### 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 member of **your** family, 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 **your eligible education provider** or **your** 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 member of **your** family, 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: KIDNAP AND RANSOM

*Important note: The existence of this extension must be kept confidential.*

If **you** are kidnapped during the **period of insurance**, **we** will:

1. reimburse **you**, or **your** legal representative, for any ransom monies paid or are called upon to pay (after any recoveries that may be made are taken into account); and
2. reimburse **you**, or **your** legal representative, for any reasonable expenses necessarily incurred (with **our** prior consent) to investigate or negotiate a ransom demand, or to recover **you**; and
3. reimburse **you**, or **your** legal representative, for interest payable on money borrowed from a financial institution to pay a ransom demand (up to a maximum of 2% above the Bank of New Zealand's maximum overdraft rate, and for a maximum period of 30 days before the ransom is paid and/or five standard working days after **you** receive settlement from **us**);

PROVIDED THAT:

4. the maximum payable by **us** for ransom monies, incurred expenses and interest on money borrowed shall not exceed \$50,000; and
5. the kidnapping does not occur in:
  - **your country of origin**, or
  - Mexico, Central or South America, or
  - Lebanon, Libya, Iraq, Iran, South Yemen, Bosnia or Cambodia, or
  - any country or state that was formerly part of the USSR, or
  - any other Nation State where United Nations Armed Forces are present; and
6. following **your** reported kidnapping, **your** legal representative makes every reasonable effort to:
  - positively determine that **you** have been kidnapped, and
  - record the serial numbers of any currency paid to secure **your** release; and
7. once **your** legal representative believes **you** have been kidnapped, they:
  - give **us** immediate oral and written notice, and
  - notify the law enforcement agency responsible for the area where the kidnapping took place of the ransom demand before they pay any ransom monies, and they fully comply with the law enforcement agency's recommendations and instructions.

## SPECIAL CONDITIONS APPLYING TO SECTION 6

The following special conditions apply:

- a. **you** must keep this insurance cover confidential; and
- b. no cover is provided if **you** have previously had this type of insurance declined, cancelled or issued with special conditions, or if **you** have previously been the subject of an extortion demand, kidnapping or attempted kidnapping; and
- c. under no circumstances will **we** act as an intermediary or negotiator for **you**, nor will **we** offer advice on dealing with the kidnapper; and
- d. no claim will be accepted unless the ransom monies demanded have been paid (either in full or in part); and
- e. if investigation establishes collusion or fraud by **you**, **you** must reimburse **us** for any payment **we** have made under this Section; and
- f. "kidnapping" and "ransom" are defined as follows:
  - kidnapping – the illegal seizing, detaining or carrying away, by force or fraud, of **you**, for the purpose of demanding ransom monies to secure **your** release;
  - ransom monies – the net monetary loss that **you** or **your** legal representative will incur if cash, goods, services or property are delivered to secure **your** release from the kidnapper.

## SECTION 7: OPTIONAL COVER - PRIVATE USE DRIVING LIABILITY

**Important:** *You only have this cover if your certificate of insurance shows that this option has been taken.*

### 1. Special definition applying to Section 7 – Vehicle

#### **Vehicle**

Any motorcycle, sedan, station wagon, utility, motor caravan or van with a carrying capacity of up to 2.5 tonnes.

It does not include:

- vehicles running on rails or cables
- waterborne vessels
- aircraft, hovercraft or any other vehicle not designed to run on terra firma

### 2. What you are insured for under Section 7

This section covers **you** for **your** legal liability for **loss** to someone else's property during the **period of insurance** arising out of an **accident** involving a **vehicle you** are driving in New Zealand. This includes legal costs and expenses arising out of a claim against **you** which are recoverable from **you** or incurred by **you** with **our** prior written consent.

For this cover to apply, **you** must:

- have the permission of the owner of the **vehicle** to drive it
- hold the appropriate motor driver licence that allows **you** to drive that **vehicle** which is in full force and effect
- not be in breach any of the licence conditions.

### 3. Our liability under Section 7

**Our** liability to **you** shall not exceed \$1,000,000 in total for one event, or a series of events resulting from one source or original cause. This includes any costs and expenses incurred by **you** with **our** consent, or recoverable from **you** by any claimant.

**We** may settle any liability claim by paying the maximum amount payable under this section (or any lesser amount for which the liability can be settled) including costs and expenses incurred to date. If **we** do so, this meets **our** obligations under this section in full.

### 4. Use of the vehicle

**You** are covered while **you** are driving a **vehicle** for private, social, domestic or pleasure purposes only.

**You** are not covered while **you** are driving a **vehicle**:

- in connection with any trade, profession or business
- to carry fare-paying passengers or for hire
- on any race track

**You** are not covered if **you** are preparing or practising for, or taking part in or imitating any race, time trial, rally, sprint or drag race, or any similar motor sport, event, demonstration or test.



## 5. Special exclusions under Section 7

- a. **You** are not insured for liability for **loss** to the **vehicle you** are driving.
- b. **You** are not insured for any fine, penalty, punitive or exemplary damages.
- c. This section does not cover **you** for **your** legal liability for:
  - i. **Loss** to someone else's property which is in the care or control of **you** or any person using or travelling in the **vehicle you** are driving other than for any car **you** are towing because it is not drivable;
  - ii. **Loss** which **you** agree to accept unless **you** would have the liability anyway.
- d. There is no cover for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand.
- e. This section does not cover **your excess**:
  - i. If **you** are under 21 years of age at the time of the **accident your excess** is \$1000.
  - ii. If **you** are aged 21 to 24 years old at the time of the **accident your excess** is \$750.
  - iii. If **you** are 25 years of age or older at the time of the **accident your excess** is \$500.
  - iv. If **you** do not hold a current full New Zealand driver's licence at the time of the **accident** then **your excess** above is increased by an additional \$1000.

### f. Alcohol or Drugs

This section does not cover any liability if at the time of the **accident you**:

- i. are under the influence of alcohol, or any intoxicating substance or drug; or
- ii. have a proportion of alcohol in **your** breath or blood higher than allowed by law:
  - (a) if **you** die from injuries received in an **accident** the proportion of alcohol in any blood sample taken from **your** body is agreed to be conclusive proof that the proportion at the time of the **accident** was not less than this amount.
  - (b) the result of any evidential breath test or analysis of blood is agreed to be conclusive proof that the proportion of **your** breath or blood at the time of the **accident** was not less than this amount.
  - (c) a certificate of conviction for a driving offence involving alcohol is agreed to be conclusive proof that the requirements of this exclusion have been satisfied.
- iii. have refused to supply any sample of breath or blood or undergo any test when required to do so by anyone authorised by law.

### g. Duty after accident

This section does not cover any liability if **you** did not stop after the **accident** as required by law or **you** failed to comply with any other legal requirement in connection with the **accident**.

### h. Safe condition

This section does not cover any liability if the **accident** occurs while the **vehicle you** are driving is, or is being used, in an unsafe or un-roadworthy condition unless:

- i. **You** can satisfy **us** that this did not cause or contribute to the **accident**, or
- ii. **You** can show that **you** did not know about the condition of the **vehicle** and could not have been reasonably expected to know.

## SECTION 8: GENERAL EXCLUSIONS APPLYING TO THIS POLICY

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:

1. **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, as it remains in force for all other persons (including **relatives** and business partners).
2. 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**).
3. **Your** failure to act in a responsible manner and take all reasonable efforts to:
  - safeguard **your** property
  - avoid **accidental injury**
  - minimise any claim under this policy, and
  - avoid a claim under this policy by heeding a warning communicated by the general mass media about an intended strike, riot or civil commotion.
4. Motor cycling, if the driver does not hold a current New Zealand motor-cycle licence (whether or not a license is required in the country where the cycle is ridden).
5. Sporting activities undertaken professionally.
6. Diving, involving the use of any artificial breathing apparatus, unless **you**:
  - hold an open water diving license, or
  - are under the direct supervision of a qualified diving instructor.
7. 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.
8. Mountaineering or rock climbing (but not hiking), or pot holing, which requires the use of climbing equipment, or involves abseiling.
9. Ocean yachting or blackwater rafting.
10. Skiing or snowboarding outside designated ski-field areas, or in areas within designated ski fields that are closed because of adverse conditions.
11. Manual employment while in New Zealand or **overseas** unless we have given our approval in writing.
12. Suicide, attempted suicide, sexually transmitted disease, or any situation or action when under the influence of alcohol or non-prescribed drugs. Medical costs associated with the treatment of depression, anxiety, mental or nervous disorders are limited to a maximum sum insured of \$5,000.
13. Human Immunodeficiency Virus (HIV) and or HIV-related illness including:
  - Acquired Immune Deficiency Syndrome (AIDS), and/or
  - any mutant derivative or variations of HIV.
14. Loss of enjoyment, financial loss or any other loss that is not covered specifically in this policy.

15. 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.
16. Confiscation, detention, or destruction by customs or other authorities.
17. Any breach or any prohibition or regulation of any government relating to immigration or travel (including failure to obtain a passport or visa).
18. 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 9 inclusive.

## SECTION 9: MAKING A CLAIM ON THIS INSURANCE

### 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 0800 4 STUDENT (if in New Zealand) or +64 3 434 8151 reverse charge (if **overseas**) if you:
  - are going to be hospitalised
  - plan to cut short or alter **your** travel arrangements because of any medical condition, or
  - 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** 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" form 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 "3. The Claims Process - Making the claim".

### 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:

- defend any claim made against **you**, or
- make recovery from any other person who may be responsible for **your** claim.

### 3. The claims process

#### ***Making the claim***

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

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

#### ***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.

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 10: CANCELLING THIS POLICY

### 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 15% of the original table premium and any documentation fee, retained for administration.

## 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.

## 3. Giving notice

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.

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 11: GENERAL CONDITIONS

### 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:

#### ***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.

#### ***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.

#### ***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.

## 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.

## 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.

## 4. Fraud

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

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

## 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.

## 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.

## 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.

## 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:

- the same property,
- the same medical expenses, or
- 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.