

STATE

Travel Premier policy wording



Contents

This contents page shows you how your Travel Premier policy is made up, with an outline of the main sections of the policy.

It will introduce you to the contents of your Travel Premier policy and enable you to find policy sections quickly and easily.

You must carefully read all parts of your Travel Premier documents. These tell you information you need to know about your Travel Premier cover including:

- what you are covered for, and
- what you are not covered for, and
- any conditions applying to you and us.

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Important information

Assistance for you

We offer free assistance at any time to help **you** in any situation where a claim may arise.

For emergencies, if **you** are in the UK, USA or Australia, please call **us** toll free on the numbers below as soon as possible so that **we** can help **you**.

UK: 0800 960 282
USA: 1800 53 22 057
Australia: 1800 124 676

If **you** are anywhere else in the world, please call or fax **us** reverse charge on:

Ph: +64 9 356 1708
Fax: +64 9 358 0158

If **you** are in New Zealand please call **us** toll free on:

0800 155 777

Change in risk prior to travel

You must tell **us**:

1. of any change in **your** health or medical condition that occurs before **your** departure from New Zealand, and
2. of any deterioration in the health or medical condition of any **close family member**,

that may increase the chance of a claim under this Travel Premier cover.

We shall have the right to alter the terms and conditions of this Travel Premier cover.

How to claim under this policy

When **you** know **you** are likely to claim under this Travel Premier cover, **you** must:

1. contact **us** immediately if:
 - a. **you** are going to be hospitalised, or
 - b. **you** plan to curtail or alter **your** travel arrangements because of any medical condition, or
 - c. **you** have lost **your baggage** or **money**, or
 - d. **you** plan to seek private medical treatment where public care is available, and

2. notify **us** as soon as possible for any other type of claim, and
3. take all prompt steps to reduce the cost of, or avoid, any claim, and
4. advise the Police if **you** suspect that **you** have been the victim of burglary, theft, arson or intentional damage, and
5. obtain details of any witnesses and any person involved, and
6. notify any person that **you** consider is responsible for **your** claim, and
7. obtain written confirmation from any transport operator responsible for **loss**, delay, misdirection or misplacement of **your baggage**, and
8. obtain **our** agreement before **you**:
 - a. incur any expenses in connection with any claim, or
 - b. negotiate, pay, settle, admit or deny any claim, or
 - c. do anything that may prejudice **our** rights of recovery.

Helping to establish your claim

To help **us** consider **your** claim, **you** must:

1. provide **us** with a full description of each item and, if **we** request it, proof of value and ownership for any claim for lost or destroyed **baggage**, and
2. provide any other information or assistance that **we** request to support **your** claim, and
3. authorise **us** to seek any personal information about **you**, held by any registered medical practitioner, that is relevant to **your** claim, and
4. send to **us** immediately, any letter of demand or legal documents, that **you** receive relating to the claim, and
5. provide a statutory declaration to verify the claim if **we** request it.

Actions we may take

We may, at **our** expense and in **your** name:

1. negotiate, defend or settle any claim covered by this Travel Premier cover, and
2. recover what **we** pay under this Travel Premier cover from any parties responsible.

You must cooperate with **us** in these actions.

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

1. the total sum insured under Section 5 (Personal liability and legal costs), or
2. any lesser amount for which a claim against **you** can be settled as full settlement 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.

We may keep any damaged or recovered **baggage** that **we** have paid as a total loss.

Introduction

This Travel Premier cover

Your Travel Premier cover consists of:

1. this policy, and
2. the Schedule, and
3. the information **you** have provided in the **application**.

Our agreement

You agree to pay **us** the premium. In exchange, **we** agree to insure **you** as set out in this Travel Premier policy.

When cover begins and ends

For Section 3.1 (Loss of deposits), the Travel Premier cover begins when **you** pay the full premium.

For all other policy sections the Travel Premier cover begins when **you** commence **your** travel.

For all sections, the Travel Premier cover ends:

1. on the last date of the **period of travel** shown in the Schedule, or
2. once **you** have returned to **your** home in New Zealand, whichever occurs first.

Your duty of disclosure

When **you** apply for insurance **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. to accept or decline **your** insurance, and/or
2. the cost or terms of the insurance, including the **excess**.

The information **you** give **us** must be truthful and correct. Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

If **you** breach **your** duty of disclosure, this may affect the outcome of any claim **you** make and **your** Travel Premier cover may be unenforceable.

Examples

We have sometimes used examples to make the parts of this policy easier to understand. These examples, *which are printed in italics*, do not affect or limit the meaning of the section they refer to.

Headings

The headings in this policy are for reference only and do not form part of it. They are not to be used when interpreting the policy.

Defined words

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean at the back of this policy in Section 9 (Definitions).

1. Baggage, Personal Effects, Money and Documents

1.1 Baggage

What you are insured for

You are insured for sudden **accidental loss** of **your baggage** during the **period of travel**.

What you are not insured for

You are not insured for:

1. the following types of **loss**:
 - wear and tear, depreciation, rot, corrosion, rust, mildew, gradual deterioration, scratching, chipping, denting, shrinking or colour change, or

2. **loss** caused by:
 - a. faulty design, manufacture or assembly, or
 - b. the breakdown, failure or wearing out of any part of any mechanical, electronic or electrical equipment, unless burning out occurs, or
3. **loss** of any sporting equipment while it is in use, or
4. the breakage of glass or similar fragile items unless the breakage is a direct result of a collision involving a vehicle (*an example of a vehicle may be a car, train, bus, plane or boat*) that **you** are travelling in, or
5. theft or disappearance of any item **you** leave:
 - a. unattended in a public place, or
 - b. in an unlocked and unattended vehicle, or
 - c. in an unlocked building or room, or
6. the breakage or failure of electronic components unless the breakage or failure is a direct result of visible external impact damage.

What we will pay

When any **specified item** (unless such item is sporting or camping equipment, or a bicycle) is:

1. lost, or
2. destroyed, or
3. cannot be repaired,

we will pay to replace it, as closely as possible, with an item equal to its condition when new.

For all other items, **we** will pay **you** the lesser of:

1. the market value of the item, or
2. the cost of restoring the item as nearly as possible to the same condition it was in immediately before the **loss** occurred.

We have the right to restore, replace or pay for any item.

The maximum amount **you** can claim for any individual item is:

1. \$2,500 for any one camera or item of portable electronic equipment (including its attached or unattached accessories), and
2. the amount shown in the Schedule for any **specified item**, and

3. \$1,500 for any other item.

The maximum amount **we** will pay for any **event** is:

1. \$20,000 if the Schedule shows that the **Individual Plan** applies, or
2. \$40,000 if the Schedule shows that the **Family Plan** applies.

If **we** pay **you** for a claim under Section 1.2 (Emergency personal effects), the amount **we** paid will be deducted from any amount **we** agree to pay **you** under this section.

The **excess** applies to this section.

1.2 Emergency personal effects

What you are insured for

You are insured for the reasonable costs of purchasing essential personal effects and clothing if **your baggage** is:

1. delayed, misdirected or misplaced by a transport operator during the **period of travel**, and
2. not returned to **you** within 12 hours of the discovery of the delay, misdirection or misplacement.

What we will pay

We will pay **you** up to \$1,500 for the purchase of essential personal effects and clothing.

The **excess** applies to this section.

1.3 Money and documents

What you are insured for

You are insured for sudden **accidental loss** of **your money** and **documents** during the **period of travel**.

What you are not insured for

You are not insured for:

1. **loss** of credit cards or travellers cheques, unless reported to the issuing company within 24 hours of **loss**, or
2. any shortages arising in purchase transactions, or
3. theft or disappearance of any item **you** leave:
 - a. unattended in a public place, or
 - b. in an unlocked and unattended vehicle, or
 - c. in an unlocked building or room, or

4. the unauthorised use of debit or credit cards where the Personal Identification Number (PIN) has been used to access funds, unless the PIN was disclosed under duress.

What we will pay

The maximum amount **we** will pay **you** for any **event** is:

1. \$750 for **your money** if the Schedule shows that the **Individual Plan** applies, or
2. \$1,500 for **your money** if the Schedule shows that the **Family Plan** applies, and
3. \$3,000 for the reasonable cost of replacing **your documents**.

The **excess** applies to this section.

2. Medical and Related Expenses

2.1 Medical expenses

What you are insured for

You are insured for **medical expenses** reasonably incurred, provided that:

1. **you** incur the expenses as a result of **injury** or illness to **you**, that requires immediate treatment by a registered medical practitioner, and
2. the **injury** or illness occurs or first arises during the **period of travel**, and
3. **you** incur the expenses within 12 months of the date of **your injury** or illness.

What you are not insured for

You are not insured:

1. if **you** travel against medical advice, or
2. if **you** travel for the purpose of obtaining medical treatment, or
3. for any **medical expenses** that are incurred outside of New Zealand after the date when **you** can, in the opinion of **our** medical advisors, be safely returned to New Zealand, or
4. for the supply of any medication, drugs or treatment for any **injury** or illness suffered before **your** departure from New Zealand, or
5. for ongoing physiotherapy or manipulative therapy to treat a disability, unless this is recommended by the treating registered medical practitioner.

What we will pay

We will pay you:

1. for **medical expenses** reasonably incurred by **you** that occur overseas, and
2. up to \$1,500 for any follow-on treatment **you** require in New Zealand up to 12 months after the date of **your** return.

The **excess** applies to this section.

2.2 Hospital allowance

What you are insured for

If **you** are hospitalised during the **period of travel** for more than 24 hours following an event that is insured under Section 2.1 (Medical expenses), **we** will pay **you** an allowance for each additional 24-hour period that **you** are in hospital.

What we will pay

We will pay **you** \$150 for every 24-hour period **you** remain in hospital up to a maximum of \$4,000.

The **excess** does not apply to this section.

2.3 Accompanying traveller

What you are insured for

You are insured for reasonable travel and accommodation expenses of one **close family member**, friend or travelling companion to travel to and/or stay with **you** while **you** are:

1. hospitalised, or
2. in need of an accompanying traveller,

following an event insured under Section 2.1 (Medical expenses), provided that a registered medical practitioner provides **us** with written medical advice stating that it is necessary for someone to be with **you**.

The **excess** applies to this section.

2.4 Dental

What you are insured for

You are insured for **emergency dental treatment** expenses, reasonably incurred by **you**, while **you** are overseas during the **period of travel**, to seek relief from sudden and unexpected acute pain.

What you are not insured for

You are not insured for any dental wear and tear or normal maintenance of teeth.

What we will pay

We will pay you **up** to \$1,500 in total.

The **excess** applies to this section.

2.5 Accommodation and travel expenses

What you are insured for

You are insured for accommodation and travel expenses reasonably incurred, provided that:

1. **you** incur the expenses while **you** are recovering from an **injury** or an illness, and
2. the **injury** or illness occurred or first arose during the **period of travel**, and
3. **you** incur the expenses on the advice of a registered medical practitioner.

What you are not insured for

You are not insured for any expenses:

1. **you** incur upon **your** return to New Zealand, or
2. that are incurred outside of New Zealand after the date when **you** can, in the opinion of **our** medical advisors, be safely returned to New Zealand.

What we will pay

We will pay **you** the accommodation and travel expenses incurred.

The **excess** applies to this section.

2.6 Evacuation or return home

What you are insured for

You are insured for travel expenses reasonably incurred to:

1. evacuate to another country, or
2. return home,

for treatment, recovery or recuperation, provided that:

- (a) **you** incur the expenses as a result of **injury** or illness to **you**, and
- (b) the **injury** or illness occurred or first arose during the **period of travel**, and

- (c) a registered medical practitioner provides **us** with written medical advice stating that it is necessary for **you** to be evacuated or return home, and
- (d) the evacuation or return home is supported by **our** medical adviser and is considered necessary by **us**, and
- (e) **we** agree to the destination that **you** evacuate to.

What we will pay

We will pay **you** the travel expenses incurred.

If the expenses relate to returning home and **you** haven't already purchased a return ticket before **you** became **injured** or ill, **we** may deduct from **your** claim the cost of the fare between **your** last intended departure point and **your** home in New Zealand.

The **excess** applies to this section.

3. Disrupted Travel

3.1 Loss of deposits

What you are insured for

You are insured for irrecoverable travel and accommodation deposits that **you** have paid before **your** departure from New Zealand, if **you** have to cancel or alter **your** travel arrangements because of an **accident** that is beyond **your** control.

What you are not insured for

You are not insured for any losses **you** incur if **your** journey is cancelled or altered because of:

1. the **financial failure** of any:
 - a. travel agent, travel wholesaler, booking agent or tour agent, or
 - b. airline or other transport provider, or
 - c. car rental company, or
 - d. accommodation provider, or
 - e. tour or cruise operator.

This also includes the **financial failure** of any person, company or organisation who deals with any of the above.

2. any act or omission by a travel agent, or
3. any business, financial or contractual obligations of:
 - a. **you**, or

- b. any of **your** travelling companions, or
- c. a **close family member**, or
4. any change of plans or decision not to travel made by **you, your** travelling companion or **close family member**, or
5. the inability of any tour operator, wholesaler or transport provider to complete arrangements for a tour because not enough people apply to go on it.

What we will pay

We will pay **you** the actual deposits **you** are unable to recover.

The maximum amount **we** will pay for any **event** is:

1. \$100,000 if the Schedule shows that the **Individual Plan** applies, or
2. \$200,000 if the Schedule shows that the **Family Plan** applies.

The **excess** applies to this section.

3.2 Travel delay

What you are insured for

You are insured for any additional accommodation, transport and meal expenses that **you** incur because of a delay to **your scheduled transport** provided that:

1. the delay is **accidental**, and
2. the delay is beyond **your** control, and
3. the delay exceeds 12 hours, and
4. the delay occurs during the **period of travel**, and
5. the expenses are reasonably incurred.

What we will pay

The most **we** will pay for any **event** is \$5,000.

The **excess** applies to this section.

3.3 Missed connection

What you are insured for

You are insured for additional transport expenses reasonably incurred by **you** to reach **your** planned destination if:

1. **you** miss a connection with **your scheduled transport** during the **period of travel** because of an **accident** beyond **your** control, and
2. **you** are travelling to a special event that cannot be rescheduled, or
3. **you** need to catch up to **your** scheduled itinerary.

An example of a special event may be a sporting event, a conference or a wedding.

What we will pay

We will pay **you** for any transport expenses that **you** reasonably incur.

The **excess** applies to this section.

3.4 Early return

What you are insured for

You are insured for any additional accommodation and travel expenses reasonably incurred by **you**, to return to New Zealand early because of:

1. the unexpected death or sudden life-threatening **injury** or illness during the **period of travel** of:
 - a. a **close family member** in New Zealand, or
 - b. a travelling companion, or
 - c. a travelling companion's **close family member** who lives in New Zealand, or
 - d. a close business associate, or
2. the sudden **accidental loss** during the **period of travel** of **your** home in New Zealand, causing it to be uninhabitable and to require major repairs.

What you are not insured for

You are not insured unless a pre-paid return ticket was purchased before **your** original departure from New Zealand.

What we will pay

We will pay **your** early return travel expenses.

The **excess** applies to this section.

3.5 Resumed travel

What you are insured for

If **you** have returned to New Zealand because of an **event** insured under Section 3.4 (Early return) or Section 2.6 (Evacuation or return home), then **you** are also insured for additional travel expenses reasonably incurred by **you** to return overseas to complete **your** original travel plans, provided that:

1. **you** return to the place from which **you** were last overseas, and
2. **you** restart the travel within 12 months of **your** return to New Zealand, and
3. the **period of travel** stated in **your** Schedule was more than 21 days, and
4. **you** had completed less than 50% of **your** original **period of travel**, and
5. **you** have not claimed under Section 3.1 (Loss of deposits), and
6. **your** claim under Section 3.4 (Early return) or Section 2.6 (Evacuation or return home) is accepted by **us**.

What we will pay

We will pay **you** for additional expenses, to resume travel by an economy-fare ticket, that **you** reasonably incur.

The **excess** applies to this section.

3.6 Accommodation and travel expenses

What you are insured for

You are insured for any additional accommodation and travel expenses reasonably incurred by **you**, provided that:

1. **your** carrier cancels, cuts short or diverts a scheduled service because of riot, strike, civil commotion, hijack, natural disaster or severe weather conditions, or
2. **you** lose **your** passport or travel documents, or
3. **you** innocently or unknowingly breach any quarantine regulation, or
4. **your** carrier is involved in a railway, motor vehicle, marine or aircraft accident, and written evidence of this is provided to **us** by the carrier, or
5. **your** travelling companion becomes **injured** or ill and requires immediate treatment by a registered medical practitioner or dentist.

What we will pay

We will pay **you** the accommodation and travel expenses incurred.

The **excess** applies to this section.

4. Disablement and Death

4.1 Disablement and death

What you are insured for

You are insured for:

1. **your disablement**, or
2. **your** death,

occurring within 12 months from the date of an **injury** sustained overseas during the **period of travel**.

What you are not insured for

You are not insured for **disablement** or death either directly or indirectly resulting from:

1. an illness or natural cause, or
2. medical or surgical treatment, unless the treatment was necessary because of an **injury** covered in Section 2.1 (Medical expenses) of this Travel Premier policy.

What we will pay

We will pay:

1. \$100,000 per person (aged 16 years or over), or
2. \$10,000 per person (aged less than 16 years).

The maximum amount **we** will pay in total for all **disablement** or death arising from any **event** is:

1. \$100,000 if the Schedule shows that the **Individual Plan** applies, or
2. \$200,000 if the Schedule shows that the **Family Plan** applies.

Any payment by **us** following **your** death will be made to **your** estate or legal representative.

The **excess** does not apply to this section.

4.2 Funeral arrangements

What you are insured for

If **you** die while you are travelling overseas during the **period of travel**, **we** will pay costs reasonably incurred for:

1. **your** overseas funeral or cremation, or
2. returning **your** remains to New Zealand.

What we will pay

We will pay **your** estate up to \$15,000 for such funeral arrangements or expenses.

The **excess** applies to this section.

5. Personal Liability and Legal Costs

5.1 Rental vehicle excess

What you are insured for

You are insured for the amount that **you** are required to pay as an insurance excess, following sudden **accidental loss** to a rented car, station wagon or van, provided that:

1. the vehicle is under 3,500kgs, and
2. the **loss** occurs during the **period of travel**, and
3. the rental vehicle is owned by a licensed rental organisation, and
4. **you** comply with the requirements of:
 - a. the rental organisation's rental vehicle agreement, and
 - b. the vehicle's insurer as detailed under the rental vehicle agreement.

What you are not insured for

You are not insured:

1. for **loss** arising from the use of the rental vehicle for business purposes, or
2. if the **loss** is: wear and tear, gradual deterioration, mechanical or electrical breakdowns, damage to tyres by application of brakes or by any puncture, cut or burst, or
3. for the first \$300 of each claim.

What we will pay

We will pay **you** up to \$2,500.

The **excess** does not apply to this section.

5.2 Legal liability and costs

What you are insured for

You are insured for **your** legal liability that arises from:

1. **accidental** death or **bodily injury** of any person, or
2. **accidental loss** of anyone else's property, occurring outside New Zealand during the **period of travel**.

You are also insured for:

- a. all legal costs awarded to any claimant against **you**, and
- b. any other reasonable legal costs that **you** incur.

What you are not insured for

You are not insured for liability or legal costs connected in any way with:

1. the ownership or use of any:
 - a. vehicle (other than a bicycle), motorcycle, motor scooter, trailer, caravan, aircraft or other aerial device, or
 - b. watercraft (other than a surfboard, windsurfer, dinghy, kayak or canoe), or
2. **loss** of property belonging to or in the possession or control of:
 - a. **you**, or
 - b. **your** employees, or
 - c. a **close family member**, or
3. any business, trade, profession or sponsorship, or
4. the death of, or **injury** to, or illness of:
 - a. **you**, or
 - b. **your** employees, or
 - c. a **close family member**, or
5. fines, penalties, or exemplary, aggravated or punitive damages, or
6. an action brought against **you** in a court of law outside New Zealand, unless **we** have agreed to this, or
7. any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination:
 - a. occurs during the **period of travel**, and
 - b. is caused by a sudden **accidental event**, or
8. any contract or agreement (except where **you** would have been liable even without a contract or agreement).

What we will pay

We will pay **you** up to \$2,500,000 in total for **your** legal liability, including all legal costs awarded against **you** or legal costs **you** incur, arising from an **event**.

The **excess** applies to this section.

5.3 Legal defence costs

What you are insured for

You are insured for legal defence costs incurred as a direct result of **you** being falsely arrested or wrongfully detained by any government, government agency or government authority during the **period of travel**.

What we will pay

We will pay **you** up to \$5,000 for an **event**.

The **excess** does not apply to this section.

6. Additional Benefits

6.1 Extended journey

If **your** journey must be extended beyond the **period of travel**, following a valid claim under:

1. Section 1 - Baggage, Personal Effects, Money and Documents, or
2. Section 2 - Medical and Related Expenses, or
3. Section 3 - Disrupted Travel, or
4. Section 4 - Disablement and Death,

we will automatically extend the **period of travel** to the new return home date, subject to a maximum of 3 months (at no extra cost to **you**).

The **excess** does not apply to this additional benefit.

6.2 Search and rescue costs

If **you** are declared missing, following a natural disaster during the **period of travel**, **we** will contribute up to \$10,000 for any **event**, towards the cost of a private search, provided that:

1. one of **your close family members** requests the search, and
2. the search is approved by the local authorities, and

3. the search commences within 72 hours of the official notification that **you** are missing.

The **excess** applies to this additional benefit.

6.3 Hijack distress allowance

If the public transport that **you** are travelling on is hijacked for the purpose of theft, extortion, propaganda or any other illegal reason, during the **period of travel**, **we** will pay **you** a hijack distress allowance of \$500 per insured person for every 24 hours that **you** are detained, up to a maximum of \$10,000 in total.

The **excess** does not apply to this additional benefit.

6.4 Terrorism - medical and repatriation expenses

This policy is extended to provide cover for overseas **medical expenses** and repatriation expenses incurred by **you** within 12 months of, and directly and solely caused by, an **act of terrorism** during the **period of travel**.

We will pay **you** up to a maximum of \$250,000 in total for all claims for each insured person per **period of travel**.

The **excess** applies to this additional benefit.

This additional benefit does not apply while **you** are:

- a. travelling to or from, or
- b. staying in,

any country or area classified as 'High Risk' by the NZ Ministry of Foreign Affairs and Trade at the time the travel bookings are made, unless **we** agree in writing to such a country or area being accepted.

6.5 Terrorism - death

In the event of **your** death occurring within 12 months of an **injury** resulting from, and directly and solely caused by, an **act of terrorism**, during the **period of travel**, **we** will pay **your** estate:

1. \$25,000 (if **you** were aged 16 years or over), or
2. \$10,000 (if **you** were aged less than 16 years).

The maximum amount **we** will pay, in total, for all deaths arising from any one **event** is \$100,000.

The **excess** does not apply to this additional benefit.

This additional benefit does not apply while **you** are:

- a. travelling to or from, or
- b. staying in,

any country or area classified as 'High Risk' by the NZ Ministry of Foreign Affairs and Trade at the time the travel bookings are made, unless **we** agree in writing to such a country or area being accepted.

7. What you are not Insured for under any Section of this Policy

You are not insured for:

1. the amount of any **excess** shown in the Schedule, or any special **excess** that may apply under this Travel Premier cover, or
2. any claim in connection with **pre-existing medical conditions** for any person, unless **you** have applied for cover and it is listed in the Schedule that **we** have extended **your** cover for the condition(s), or
3. any claim in connection with childbirth or pregnancy, unless it arises from medical complications that occur before the end of the 24th week of **your** pregnancy or the pregnancy of a **close family member** or **your** travelling companion (based on the estimated conception date provided by a registered medical practitioner).

You are not insured for any claim directly or indirectly arising from:

4. motorcycling, if the driver does not hold a current New Zealand motor cycle licence (whether or not a licence is required in the country in which the motorcycle is ridden), or
5. any professional sporting activities, including training, competing or racing (other than on foot), or
6. any underwater activities using artificial breathing apparatus, unless:
 - a. **you** hold a certified diving qualification, and **you** are diving within the limits of that qualification, or
 - b. **you** are under the direct supervision of a qualified diving instructor, or

7. air travel (other than as a passenger of a fully licensed passenger-carrying aircraft operated by an airline or air charter company), parachuting, gliding, hang-gliding or bungee-jumping, or
8. any of the following, where the activity requires the use of climbing equipment, or involves abseiling:
 - a. mountaineering,
 - b. rock climbing,
 - c. caving or pot holing, or
9. ocean yachting or white-water or black-water rafting, or
10. skiing or snowboarding outside designated ski field areas, or in areas within designated ski fields that are closed because of adverse conditions.

You are not insured for any claim directly or indirectly arising from:

11. **your** engaging in any form of manual employment, including self-employment and volunteer work, or
12. suicide, attempted suicide, intentional self-injury, anxiety, mental condition or nervous disorder or any criminal act committed by **you**, or
13. any sexually transmitted disease or Human Immunodeficiency Virus (HIV) and/or HIV-related illness, including: Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variations of HIV, or
14. any situation or action when **you** are under the influence of alcohol or non-prescribed drugs, or
15. deprivation of enjoyment, financial cost or any other expense unless specifically covered by this policy.

You are not insured for **loss**, death, illness, **injury**, liability, cost or expense directly or indirectly caused by, resulting from, or in connection with:

16. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, or
17. confiscation, delay, detention, nationalisation, acquisition, requisition or loss by order of government, public or local authority, unless specifically covered by this policy, or

18. any breach of any prohibition or regulation of any government relating to immigration or travel (including failure to obtain or hold the appropriate passport or visa), or
19. nuclear weapons, ionising radiation(s) or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or
20. **an act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**, damage, death, **injury**, liability cost or expense; or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**; unless specifically covered in Section 6 (Additional Benefits) of this policy.
21. a. travelling to or from, or
b. staying in,
any country or area classified as 'Extreme Risk' by the NZ Ministry of Foreign Affairs and Trade at the time the travel bookings are made, unless **we** agree in writing to such a country or area being accepted.

You are not insured for:

22. **loss** of electronic data and any liability arising from this, directly or indirectly caused by, or in connection with a **computer virus**. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with the electronic data.

8. Policy Conditions

8.1 Breach of any condition

If **you**, or any other person **we** insure under this Travel Premier cover, or anyone acting on **your** behalf, breach any of the conditions of this Travel Premier cover, **we** may:

1. decline **your** claim either in whole or in part, and/or
2. declare this Travel Premier cover to be unenforceable from the date of the breach of condition.

This is at **our** sole discretion.

8.2 True statements and answers

The **application** is the basis of this Travel Premier cover. True statements and answers must be given (whether by **you** or any other person) when **you**:

1. apply for this Travel Premier cover, and/or
2. make any claim under this Travel Premier cover.

8.3 Dishonesty

If **your** claim is dishonest or fraudulent in any way, **we** may:

1. decline **your** claim either in whole or in part, and/or
2. declare either this Travel Premier cover or all insurance **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

8.4 Reasonable care

You must:

1. take reasonable care at all times to protect **your** property and prevent **loss**, and
2. avoid any accident that **you** could be held legally liable for, and
3. take all reasonable steps to prevent or minimise any claim under this Travel Premier cover.

8.5 Other compensation

If **you** can claim under any other insurance or scheme, including health insurance, accident compensation scheme or workers compensation scheme, **we** will pay only the amount over and above the limit payable by the other insurance or scheme.

8.6 Cancellation

You may cancel this Travel Premier cover at any time before the start of the **period of travel** by giving **us** notice by electronic means, in writing or by telephone, and provided **you** have not made a claim, **we** will refund the premium paid less a minimum premium appropriate for the time insured. No refund will be given once the **period of travel** has commenced.

We may cancel this Travel Premier cover at any time before the start of the **period of travel** by giving **you** notice either in writing or by electronic means at **your** last known address. The Travel Premier cover will be cancelled from 4pm on the seventh day after the date of the notice.

Provided **you** have not made a claim, **we** will refund the full premium.

8.7 Currency and goods and services tax

All amounts shown in this policy are in New Zealand dollars and include GST.

8.8 Joint insurance

If this Travel Premier cover insures more than one person, then all persons are jointly insured. *This means that a breach of the policy by any one person affects everyone's ability to claim under this policy.*

9. Definitions

The definitions apply to the plural and any derivatives of the words. *For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents'.*

accident

a happening or event that is unexpected and unintended by **you**.

act of terrorism

an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), that 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. Robberies and other criminal acts primarily committed for personal gain, and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s), shall not be considered terrorist acts.

application

the information provided by **you** to **us** or to **our** agent when **you** purchased this Travel Premier cover or requested a quotation for this Travel Premier cover from **us** or from **our** agent.

baggage

luggage and personal effects that **you** take with **you** or purchase during **your** overseas trip, but not including any:

1. motor vehicle, motor cycle, scooter, trailer, caravan, watercraft, aircraft or other aerial device, or the parts or accessories of any of these, or
2. item(s) used, or to be used, for any business, trade, profession or sponsorship, or
3. animal, or
4. unaccompanied baggage, or item shipped under any freight agreement, or sent by post or courier, or
5. **money** or **documents**, or
6. bonds, negotiable instruments, deeds, securities of any kind, stamps, manuscripts, bullion, gold, precious metals or unset stones.

bodily injury

accidental death of, or **accidental** bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

close family member

your:

1. spouse, de facto partner, fiancé, fiancée or
2. child, step-child, grandchild, or
3. brother, sister, brother-in-law, sister-in-law, or
4. son-in-law, daughter-in-law, or
5. parent, step-parent, grandparent, guardian, parent-in-law,

provided they are resident in New Zealand.

computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagates itself through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, Worms, and Time or Logic Bombs.

disablement

total and incurable disablement from all further work or employment.

documents

passports, travel tickets and credit cards.

emergency dental treatment

treatment for the unexpected and emergency relief of dental pain, but not including any ongoing dental treatment or to restore teeth to a state of health better than that prior to the **event**.

event

any one event or series of events arising from one source or original cause.

excess

the amount of **your loss** that **you** must pay. The amount of the excess is shown in the Schedule.

family plan

the plan type shown on the schedule which covers two **close family members** travelling:

1. together, or
2. with their children or grandchildren under the age of 21 years who are not self-supporting.

financial failure

bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver, entry into a scheme of arrangement, statutory provision or anything of a similar nature.

individual plan

the plan type shown on the schedule which covers one person travelling:

1. on their own, or
2. with their children or grandchildren under the age of 21 years who are not self-supporting.

injury

a bodily injury caused solely and directly by violent, **accidental**, external and visible means.

loss

physical loss, physical damage or physical destruction.

money

legal tender bank notes and coins, cheques, travellers cheques, money orders and monetary vouchers, but not including any:

1. bonds or securities of any kind, or
2. stamps or manuscripts, or
3. negotiable instruments or deeds, or
4. bullion, gold, precious metals or unset stones, or
5. bank notes or coins that form part of a collection.

medical expenses

medical, surgical and hospital expenses, including physiotherapy, diagnostic procedures, medication and ambulance services carried out by registered medical practitioners.

period of travel

the period of **your** journey as shown in the Schedule.

pre-existing medical condition

1. a physical defect, medical condition or disease for which medical treatment or advice has been received during the six months prior to applying for this Travel Premier cover, or
2. an on-going medical condition or disability that exists when applying for this Travel Premier cover.

scheduled transport

travel to a planned destination paid for in advance before **your** departure from New Zealand.

specified item

any item that is listed in the Schedule with a corresponding specified sum insured.

we

State, a business division of IAG New Zealand Limited. 'Us' and 'our' have the same meaning.

you

the person or persons shown as the insured, and their children when they are listed, in the Schedule.



IAG NZ

State is a business division of IAG New Zealand Limited, a wholly owned subsidiary of Insurance Australia Group (IAG). IAG is the largest insurance group in Australasia, with more than 1700 staff in New Zealand servicing over 1 million customers. For more information on IAG NZ take a look at our website, www.iag.co.nz

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