



# uni-care

## TRAVEL AND MEDICAL INSURANCE POLICY WORDING

### AUSTRALASIAN PLAN

#### COVERS WORKING HOLIDAY, STUDY AND VISITOR VISA APPLICANTS FOR WORK, STUDY AND TRAVEL IN NEW ZEALAND OR AUSTRALIA

This policy, underwritten by American Home Assurance Company (New Zealand Branch) incorporated with limited liability in the USA, trading as AIG New Zealand, a member of American International Group, Inc., consists of several Sections and provides You with insurance cover under those Sections as shown in the Policy Schedule. All cover is subject to payment of the required premium, and is also subject to all the terms, conditions and exclusions of the Policy including anything noted in the Policy Schedule. This Policy does not cover any event which happens to You unless, at the date of such event, You are aged 65 years or under.

#### YOUR DUTY OF DISCLOSURE

Before You enter this Contract of Travel Insurance You have a duty to disclose to Us every material fact that You know, or could reasonably be expected to know which is relevant to Our decision whether to accept the risk of the insurance and if so on what terms. You have the same duty to disclose such material facts to Us before You renew, extend, vary or reinstate this Contract. Your duty however, does not require disclosure of material facts:- 1. that diminish the risk to be undertaken by Us; 2. that are of common knowledge; 3. that We know or in the ordinary course of Our business ought to know; 4. as to which compliance of Your duty is waived by Us.

#### NON DISCLOSURE

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the Contract in respect of a claim, or may cancel the Contract. If Your non-disclosure is fraudulent We may also have the option of avoiding the Contract from the beginning.

#### YOUR POLICY

This Policy is designed to provide cover for non New Zealand and Australian residents aged 65 years or under, who Travel to study, work and temporarily reside in New Zealand or Australia.

In respect to Australia no cover is provided for any Medical Expenses incurred by Eligible Persons under the Health Act 1973 (as amended), unless the claim is outside their Country Of Origin's Reciprocal Health Care Agreement with Australia and has been declined by Medicare. • Please read Your Policy carefully.

The benefit amounts shown on the Schedule of Benefits Payable (under the Certificate of Insurance) are the maximum amounts payable for Your selected Policy. Sub-limits apply to some Sections.

#### GENERAL CONDITIONS - APPLICABLE TO ALL SECTIONS UNLESS SPECIFIED OTHERWISE

##### 1. AUTOMATIC EXTENSIONS

- We will automatically extend the Period of Insurance for up to 3 consecutive months from the completion date shown in the Certificate of Insurance, if Your return to Your Country of Origin is put back due to a delay of transport or Your inability to Travel due to an Illness or Injury for which a claim is payable under this Policy.
- You are covered up to 9 days, each way, in transit between Your Country of Origin and New Zealand or Australia, during The Period of Insurance.
- You are covered for a maximum of 31 days for temporary visits to Bali, Lombok and the Islands of the South Pacific and return to New Zealand or Australia during the Period of Insurance.

##### 2. AUTOMATIC REINSTATEMENT

The Policy is subject to automatic reinstatement without additional payment, following any one claim for loss or damage.

##### 3. CANCELLATION

- This Policy may be cancelled by You at any time:
  - between the Date of Issue stated on Your Certificate of Insurance and the Start Date of Your Policy, by giving Us written notice of a future date and;
  - after the Start Date of the Policy, providing You are terminating Your Travel and have not claimed.

Upon cancellation of this Policy by You we will refund premium as follows:

- If cancellation takes place within 14 days of the Date of Issue and

you have not claimed or commenced travel, premium will be refunded in full.

- For cancellations after 14 days from the Date of Issue, when you have not claimed or commenced travel, We will retain a proportion of the premium for the period during which Loss of Deposits and Cancellation cover was in force.
  - If you cancel after the start date of the Policy, Your Policy was issued for a period of 90 days or longer and you have not claimed, We will retain the proportion of the premium for the period the Policy was in force and refund any unused premium less 15% of the brochure premium retained for administrative purposes.
  - If you cancel after the start date of the Policy and Your Policy was issued for a period of less than 90 days, We will retain the unexpired premium for administration purposes.
- We can cancel this Policy of insurance upon giving You 14 business days notice in writing if:
    - You fail to comply with the duty of the utmost good faith.
    - You fail to comply with the duty of disclosure.
    - You, at the time when the contract was entered into, made a misrepresentation to Us during the negotiations for the contract but before it was entered into.
    - You fail to comply with a provision of the contract, including a provision with respect to payment of the premium.
    - You make a fraudulent claim under the contract or under some other contract of insurance (whether with Us or with some other insurer) that provides insurance cover during any part of the period during which the first-mentioned contract provides cover.
  - CLAIM OFFSET  
Except for Section 4 Events 1 & 2 inclusive there is no cover under this Policy for any loss or event or liability which is covered under any other insurance Policy, health or medical scheme or Act of Parliament or to the extent that free health care or treatment is readily available in New Zealand, Australia or under any reciprocal health agreement between the Government of New Zealand or Australia and the Government of any other country or is payable by any other source or a Health Insurance Policy obtained as a condition of Your entry visa into Australia or New Zealand. We will however pay the difference between what is payable under the other insurance Policy, health or medical scheme or Act of Parliament or reciprocal health agreement or such other source and what You would be otherwise entitled to recover under this Policy.
  - DUTIES AND RESPONSIBILITIES
    - In the event of a loss, You must immediately:
      - Do as much as You can to prevent any further loss or expense.
      - In New Zealand contact Uni-Care Claims Service, P.O. Box 496 Wellington, New Zealand, telephone toll free 0800 864 227 (0800 UNICARE) if You are to be Hospitalised, evacuated or repatriated or have lost all of Your luggage or money.
      - In Australia contact International SOS (Australasia) Pty Ltd., telephone toll free 1800 864 227 (1800 UNICARE) if You are to be Hospitalised, evacuated or repatriated or have lost all of Your luggage or money.
      - Direct all claims communications to: Uni-Care Claims Service, P.O. Box 496 Wellington, New Zealand, claims@crombie.co.nz in NZ telephone toll free 0800 864 227 (0800 UNICARE), in Australia telephone toll free 1800 864 227 (1800 UNICARE).
      - Outside New Zealand & Australia telephone: +64 4 381 8166 (collect).
      - When You have completed a claim form, return it to the address shown in iv) above, making sure You provide the Policy number, supporting reports and documentation: such as police reports, doctor's reports, Transport Provider's reports, receipts, valuations or proof of ownership.
      - As soon as possible after suffering Injury or Sickness obtain and follow proper medical advice from a Medical Practitioner.

- viii) Lodge a written claim against any person, party, hotel or transport provider who may be legally liable for Your loss, Injury or Sickness.
  - ix) Contact the claims department for prior approval of any claim requiring surgery, or any claim where the costs are expected to exceed \$2,500.
- (b) You must not admit liability in respect of any loss.
6. **CURRENCY**  
All amounts stated in the Policy including the Schedule of Benefits are in Australian or New Zealand dollars depending on Your country of intended work, study or travel.
7. **LAW**  
If Your country of destination is New Zealand then this Policy shall be governed by New Zealand law and any dispute or action in connection therewith shall be conducted and determined in New Zealand.  
If Your country of destination is Australia then this Policy shall be governed by the laws of the state of New South Wales and any dispute or action in connection therewith shall be conducted and determined in New South Wales.
8. **PROOF OF LOSS AND PHYSICAL EXAMINATION**  
You or any other person covered by this Policy, must provide Us immediately with full particulars of any claim made against You by any other person and all legal documents served on You or any other person covered by this Policy. We may at Our own expense conduct any medical examination or arrange for an autopsy to be carried out.
9. **RENEWAL**  
This Policy may be renewed, with Our consent, by payment of the applicable renewal premium. You are unable to renew Your Policy retrospectively so You must advise Us if renewal is required before Your Policy completion date.
10. **REQUIRED INFORMATION**  
All claims must be notified to Us as soon as practicable and all medical certificates, accounts, receipts and information required by Us shall be furnished in such form and in such reasonable time as We require. Original documents must be produced.
11. **SUBROGATION**  
We have the right to commence or take over legal proceedings in Your name, for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You must co-operate with Us and do nothing to hinder Our rights.
12. **UNTRUE OR INCOMPLETE INFORMATION**  
You are covered under this Policy provided that the information You supply relevant to Your application is both complete and factual. If any information is untrue, incomplete, misleading or is not disclosed to Us, We do have the right to void this Policy and We are not obliged to pay Your claim.

**DEFINITIONS** In this Policy the following definitions apply:-

- 1. **Alternative Medical Treatment** means reasonable expenses necessarily incurred by You within 12 calendar months of sustaining Injury or Sickness in respect of medical advice or treatment by Chiropractors, Acupuncturists, Osteopaths, Podiatrists, Dieticians, Nutritionists and Dermatologists provided they are registered members of a recognised professional body for that type of Alternative Medical Treatment provider.
- 2. **Country Of Origin** is that country outside New Zealand and Australia in which You have established permanent residency and is where Your Travel commenced.
- 3. **Eligible Person** means persons who are entitled to access to the New Zealand and/or Australian Public Health System due to Reciprocal Health Agreements (RHCA's) with their Country Of Origin and New Zealand and/or Australia.
- 4. **Family** means You and/or Your Spouse and Your financially dependant children and legal wards 18 years of age and under who remain in Your full custody and control during the trip. The benefit shown in the schedule of benefits is twice the individual amount shown and is shared by the Family.
- 5. **Financial Default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
- 6. **Hazardous** means a risk likely to cause Injury or Loss
- 7. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having 24 hours a day nursing service and medical supervision; but does not include any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.
- 8. **Injury** means physical and bodily injury which happens to You as a result of external violence during the Period of Insurance and which results solely and directly and independently of any other cause within 12 calendar months of the date of occurrence of such injury.
- 9. **Kidnapping/Kidnapped** means the seizing, detaining or carrying away of You by force or fraud for the purpose of demanding Ransom.
- 10. **Manual Work** means skilled and unskilled manual work, other than that of an

academic nature.

- 11. **Medical Expenses** means reasonable expenses necessarily incurred by You within 12 calendar months of sustaining Injury or sickness in respect of medical advice or treatment by a Medical Practitioner, nurse, Hospital and/or ambulance service for medical, surgical, x-ray, Hospital or nursing treatment, including physiotherapy, the cost of medical supplies and ambulance hire prescribed by a Medical Practitioner. It includes Alternative Medical Treatment if that treatment has followed referral by a Medical Practitioner.
- 12. **Medical Practitioner** means any person who is, or is deemed to be, registered with the Medical Council of New Zealand or Australia as a practitioner of the profession of medicine and who holds a current practicing certificate.
- 13. **Permanent** means having lasted for 12 consecutive months and at the end of that time being beyond any hope of improvement.
- 14. **Public Place** means but is not limited to shops, airports, train stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.
- 15. **Period of Insurance** means from the commencement date shown in the Certificate of Insurance until Your return to Your Country Of Origin, or the completion date shown in the Certificate of Insurance, whichever occurs first, except for section 1B(1) where cover shall start on the day the premium is paid or six months prior to the commencement of your journey whichever is the later, provided the cover is granted by the Company.
- 16. **Pre-existing Condition/s** means, in relation to You or any other person on whom Your Travel depends, any medical or physical conditions or circumstances:
  - a) which you are aware of, or ought to have been aware of; or
  - b) for which advice, care, treatment, medication or medical attention has been sought, given or recommended; or
  - c) which have been diagnosed as a medical condition, or an illness or indicative of an illness; or
  - d) which are of such a nature to require, or which potentially may require medical attention; or
  - e) which are of such a nature as would have caused a prudent, reasonable person to seek medical attention prior to the start date of your policy.
- 17. **Ransom** means any monetary loss which is incurred in the provision and delivery of cash, marketable goods, services or property to secure the release of You when Kidnapped.
- 18. **Relative** means Your Spouse, de-facto Spouse, parent or step-parent or guardian, parent-in-law, daughter, son, daughter or son-in-law, brother or sister, provided such person(s) are under 76 years of age and is resident in Your Country of Origin.
- 19. **Rental Vehicle** means a vehicle, such as a sedan or station wagon, rented from a licensed motor vehicle rental agency.
- 20. **Serious Injury or Serious Sickness** (in respect of a Relative or any other person on whose state of health the Travel depends) means a life threatening medical condition which first manifested itself during Your Period of Insurance.
- 21. **Sickness** means any illness or disease (including symptoms thereof).
- 22. **Spouse** means Your husband or wife or the person with whom You have continuously cohabited during the 90 days immediately preceding the Period of Insurance.
- 23. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.
- 24. **Total Disablement** means disablement which continues for 12 consecutive months and at that time is certified by a Medical Practitioner as being beyond hope of improvement which results in Your complete inability to engage in or attend to any gainful employment for which You may become through rehabilitation and retraining reasonably qualified to perform by reason of education, training or experience.
- 25. **Travel/Travelling** means for the purpose of this Policy:
  - (a) Travel undertaken by You during the Period of Insurance to study, work, travel and temporarily reside in New Zealand or Australia.
  - (b) In respect of Section 2(5) specifically relating to money acquired for the Travel, 72 consecutive hours prior to the loss and following payment of the premium to Us.
  - (c) In respect to all other sections from the time You depart Your Country Of Origin for commencement of the Travel; and continues until:
    - i) You return to Your Country Of Origin, other than as provided by Automatic Extension 1(c)
    - ii) the expiration of the Period of Insurance (unless renewed).
    - iii) the Policy's cancellation date whichever occurs first.
- 26. **Ultimate Net Loss** means the final amount of Ransom cost less any recoveries. If following Our payment part or all of the Ransom is recovered You are required

to reimburse Us the value of the amount so recovered.

27. **Unforeseen** means sudden, unexpected, and unintended.
28. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
29. **We/Our/Us** means American Home Assurance Company (New Zealand Branch).
30. **You/Your** means the Insured Persons as specified in the Certificate of Insurance.

\*Words in the singular include the plural and vice versa.

#### GENERAL EXCLUSIONS - APPLICABLE TO ALL SECTIONS

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

1. Air Travel except as a passenger in any properly licensed passenger carrying aircraft. This does not apply to hot air ballooning.
2. (a) Pregnancy, childbirth, infertility, abortion or birth control if the pregnancy existed at the time the Policy was issued.  
(b) Pregnancy, childbirth, infertility, abortion or birth control if the pregnancy commenced after the Policy was issued, except where such costs are incurred because of unexpected medical complications or emergencies that occur up to and including the 28th week of pregnancy.  
(c) Infertility or birth control.
3. In respect to a child born during the Period of Insurance We will not pay for post natal care or for any amount in excess of \$100,000 under section 1A for the treatment of condition(s) existing prior to or at birth.
4. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection.
5. Hunting, racing (other than on foot), playing polo, professional sport, mountaineering, rock climbing using ropes or climbing equipment, pot holing, motorcycling unless the total engine capacity of the motorcycle is 200cc or less (a motorcycle licence must also be held at the time and place where the claim occurred), skydiving (unless under the supervision of a qualified instructor), hang-gliding, ocean yachting (unless cover has been approved by us), or deliberate exposure to exceptional danger, including Hazardous pursuits.
6. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.
7. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
8. Intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
9. Any Terrorist Act.  
**NOTE:** Exclusions 8 and 9 do not apply to Sections 1A, 1B2(a), 1B2(b), 1B4, 1B5(a) and 1B5(b).
10. You Travelling against medical advice or when You are medically unfit to Travel.
11. Travel undertaken for the purpose of receiving medical treatment (whether or not this was the sole purpose for such Travel) unless agreed to by Us prior to the departure date for the Travel.
12. Depression, stress, anxiety, mental or nervous disorder, suicide or attempted suicide or self-Injury.
13. Diving underwater using an artificial breathing apparatus unless You hold an open water diving license or You were diving under licensed instruction.
14. Manual or hazardous Work unless We have agreed to their inclusion.
15. You being under the influence of alcohol and/or drugs.
16. You engaging in any activity associated with any criminal act.
17. Government intervention.  
Nor will We provide cover or service for;
18. Any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria.
19. Any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an insured person if that insured person is:
  - (a) a terrorist;
  - (b) a member of a terrorist organisation;
  - (c) a narcotics trafficker; or
  - (d) a purveyor of nuclear, chemical or biological weapons.

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

##### 1. MEDICAL EXPENSES:

We will reimburse You for all reasonable Medical Expenses incurred for the treatment of an Injury or Sickness suffered during the Period of Insurance including the costs associated with medical evacuation which has been approved by Us.

Please note: The maximum amount We will pay under this section for Alternative Medical Treatment is \$500 for each 12 month period beginning on the commencement date shown on the Certificate of Insurance.

##### DENTAL:

We will reimburse You for the cost of treatment for:

- (a) Injury (as defined) to teeth.
- (b) The initial consultation for the relief of sudden and acute pain using

antibiotics, temporary dressings or extraction, however We will not pay for elective treatment or Normal Maintenance.

**Normal Maintenance:** includes fillings, root canals, polishing and scaling, wisdom teeth extractions, replacement due to Loss of dental bridges, restoration work, caps, crowns, precious metal costs or pins and fittings, periodontal, titanium implants or any dental work resulting from lack of regular dental maintenance and/or hygiene.

##### 2. CONTINUING TREATMENT

Following your permanent return to your Country of Origin, We will also pay for Your continuing treatment, to a maximum of \$20,000, always provided any costs covered under this Section are incurred within 12 months from the date of your first valid claim relating to the injury, illness or disease.

#### SECTION 1B: ADDITIONAL EXPENSES

##### 1. LOSS OF DEPOSITS

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

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

##### 2. REPATRIATION AND CANCELLATION

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

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

##### 3. EXPATRIATION

If You wish to resume Your original trip following a valid claim under item 2: (Repatriation and Cancellation) above, We will pay the reasonable additional costs of economy class air fares to return You to the same location and position You were in prior to Your claim.

Provided:

- (a) Your Expatriation takes place within six months of the date of loss recorded on Your claim for item 2 and,
- (b) at least 28 days of the original Period of Insurance was remaining when the event that necessitated Your return occurred.
- (c) if Your expatriation is necessary for educational purposes such as completing examinations, lectures or research commitments or an existing academic course, We may, at our sole discretion, waive the 28 days requirement of proviso 3(b).

##### 4. ACCOMPANYING RELATIVES

If You are Hospitalised for a critical condition and medical circumstances dictate, We will pay for the reasonable return air fare (economy class unless otherwise agreed to by Us), transportation and accommodation charges incurred, for up to two of Your Relatives to attend You and/or escort You to Your Country of Origin, or in the event of Your death to accompany Your remains back to Your Country of Origin. The maximum sum payable is \$100,000.

##### 5. Other Benefits and Expenses (Refer to Schedule of Benefits for Amounts Payable). We will pay You:

- (a) **IN HOSPITAL CASH**  
A cash benefit of \$100 for every continuous 24 hour period You are confined to Hospital as an in-patient due to Injury or Sickness.
- (b) **FUNERAL EXPENSES**  
The reasonable cost of returning Your remains to Your Country of Origin or the reasonable funeral and related costs if the body is buried or cremated at the place of death in the event You die during the Period of Insurance.
- (c) **FALSE ARREST EXPENSES**  
The reasonable legal costs actually and necessarily incurred by You as a result of Your false arrest or wrongful detention, during the Period of Insurance, by any legally recognised foreign Government.
- (d) **HIJACK CASH**  
A cash benefit for every continuous 24 hour period that You are detained as a result of the public transport in which You are Travelling being hijacked.
- (e) **RENTAL VEHICLE RETURN**  
The reasonable costs incurred in returning Your Rental Vehicle to the nearest Rental Vehicle depot if You are unable to return it Yourself due to Your Illness, Injury, or death, but only where You are liable for such costs under the hire agreement.
- (f) **TRAVEL DELAY**  
If Your Travel arrangements are delayed for at least 6 consecutive hours

due to any Accidental and Unforeseen cause beyond Your control We will pay for Your reasonable extra costs necessarily incurred due to the delay, including the costs of meals, which are not recoverable from any other source.

#### **EXCLUSIONS APPLYING TO SECTIONS 1A AND 1B.**

We will not pay for:

1. Charges You incur if You fail to return to Your Country of Origin or to an alternative location at Our direction once You may, in the opinion of Our medical adviser, have safely undertaken to do so or after You fail to follow Our advice or instruction.
2. Expenses relating to the continuation or maintenance of any course of treatment You were receiving prior to the commencement of Insurance or replenishment of prescribed medications being taken by You prior to Your departure from Your Country of Origin, unless the prescribed medication was lost or damaged.
3. Expenses arising from elective surgery or elective medical treatment, unless otherwise agreed in writing by Us.
4. Any expenses incurred more than 12 calendar months after the date of Injury or, in the case of Sickness, more than 12 calendar months after the date on which the first Medical Expense is incurred or the expiry of the Policy whichever occurs last.
5. Any Pre-existing Condition that has not been declared and noted on the Certificate of Insurance as an Insured Pre-existing Condition.
6. Disposable contact lenses.
7. Any claim arising from:
  - (a) Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning in the news media or current notifications in the local Government or New Zealand Government (MFAT) "Country Warning" web sites, before the date the Travel was booked, that such events were likely to occur.
  - (b) Carrier caused delays where the costs are recoverable from the carrier.
  - (c) Any business or financial or contractual obligation or commitment of You or of any other person on whom the Travel depends.
  - (d) Any change of plans or disinclination to Travel on Your part or of any other person on whom the Travel depends.
  - (e) The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
  - (f) The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own Financial Default or the Financial Default of any person, company or organisation with whom or with which they deal.
8. More than one repatriation transit in relation to the same Relative, condition or event.
9. The first \$75.00 of any claim under this section of the policy.

#### **SECTION 2: LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS, MONEY AND CREDIT CARDS**

We will pay You should any of the events described below occur during the Period of Insurance:

1. **LOST OR DAMAGED PROPERTY**  
For accidental loss of or damage to Your accompanied luggage, personal effects, laptop computers and/or portable electronic property which You use during the Period of Insurance (including papers, specifications, manuscripts and stationery for their face value only).
2. **DEPRIVATION OF LUGGAGE**  
For emergency replacement of essential luggage if Your luggage is delayed, misdirected or temporarily misplaced by any carrier for more than 8 consecutive hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items You needed to purchase. Claims are limited to a maximum of \$1,000 for an individual or a Family.
3. **REPLACEMENT OF TRAVEL DOCUMENTS**  
For the non recoverable cost of replacing Travel documents, credit cards and Travellers cheques accidentally lost or damaged.
4. **UNAUTHORISED USE OF TRAVEL DOCUMENTS**  
For Your legal liability for payment arising out of the unauthorised use of Your Travel documents, credit cards or Travellers cheques which are stolen during the Period of Insurance by any person other than You, Your Relative or Travelling companion, limited to \$5,000.
5. **MONEY**  
For accidental loss of cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments taken with You. Maximum payable is \$1,000.

Please note: In regard to Section 2.1, the maximum amount We will pay for any one item, set or pair of items is \$2,500 unless the item, set or pair of items is specified on the Certificate of Insurance and the additional premium has been paid. The limit for any specified item, set or pair of items is \$5,000 with a maximum for

all specified items of \$30,000. In the event of a claim You must be able to support Your claim with receipts or valuations.

#### **BASIS OF SETTLEMENT UNDER THIS SECTION**

For payment under this section We have the option, at Our sole discretion, to:

- (a) pay the replacement cost of the item(s) being claimed; or
- (b) choose to repair or replace the item(s) being claimed; or
- (c) pay the depreciated value of the items being claimed; or
- (d) pay You an amount that covers Your loss, being the lesser of Our reasonable cost to replace the item with an item that is of equivalent age, general condition, quality and capability or the cost of indemnifying you under a), b) or c) above.

#### **CONDITIONS**

1. It is a condition of payment under this Section that all losses including damage attributable to theft or vandalism be reported to the local police or appropriate authority as soon as possible after the discovery of the loss and a written acknowledgement of the report obtained. Also any loss of credit cards, Travellers cheques or Travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.
2.
  - (a) You shall take all reasonable precautions for the packaging, safety and supervision of any item(s) including laptop computers, portable electronic property, personal effects, Travel documents, money and credit cards.
  - (b) You must not leave any item(s) unlocked or unattended in a Public Place or in any unlocked and unattended building or vehicle at any time, nor in a vehicle overnight.
  - (c) You must secure laptop computers and portable electronic property in a locked premise, safe or strongroom or out of sight in a locked vehicle and carry such items as personal hand luggage.

#### **EXCLUSIONS**

We will not pay for:

1. Reinstatement, Replacement or Damage to any electronic data or software.
2. Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars.
3. Damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
4. Any item(s) shipped under a freight agreement, sent by a postal or courier service, or purchased over the internet.
5. Losses due to depreciation or devaluation of currency.
6. Loss or damage arising from the confiscation or destruction by Customs or any other authority.
7. Household furniture or household appliances being used by You for domestic use and non portable business property, computer or electronic equipment.
8. Damage to sporting equipment including surfboards, sailboards, boogie boards and bicycles whilst in use.
9. Loss of data or any consequential loss.
10. The first \$200 for any laptop computer claim and the first \$100 for any other claim under this section of the Policy.
11. More than \$10,000 in total for any claim under this Section in respect of insured items left in a vehicle.

#### **SECTION 3: MISSED TRANSPORT CONNECTION**

We will pay the cost of additional scheduled public transport services if due to an Unforeseen circumstance occurring during the Period of Insurance and outside Your control You miss a transport connection and are required to make alternative arrangements to arrive at a special event such as school examination, start of the school year, conference or wedding which cannot be delayed because of Your late arrival.

#### **EXCLUSIONS**

We will not pay for:

1. Any missed transport connection arising from any business or financial or contractual obligation or commitment of You or of any other person on whom the Travel depends.
2. Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey.
3. Claims arising from a special event which could have been rescheduled to a later time to coincide with Your late arrival.
4. Any change of plans or disinclination to Travel on Your part or of any other person on whom the Travel depends.
5. Claims arising from industrial disputes that You were aware of prior to the commencement date.
6. The first \$100 of any claim under this section of the Policy.

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

##### **1. DESCRIPTION OF COVER**

In the event of an Injury resulting in Your death or Total Disablement whilst

travelling during the Period of Insurance, or within 12 calendar months of the Injury, we will pay the compensation listed under the Schedule of Benefits Payable.

## 2. EXPOSURE

We will pay the compensation listed under the Schedule of Benefits Payable if as a result of an Injury You are exposed to the elements and as the result of that exposure within 12 calendar months suffer death or Total Disablement.

## 3. DISAPPEARANCE

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

## CONDITIONS

1. After the occurrence of either of the events, all cover under this Section shall cease.
2. Benefits shall not be payable for more than one of the events.
3. Benefits payable to financially dependent children and/or legal wards 18 years of age and under Travelling under a Family Policy shall only be entitled to claim under Event 1 (Death) to a maximum benefit of \$10,000.
4. All Compensation is payable to You, Your estate or persons nominated by You.

## EXCLUSIONS

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. Any type of illness, disease, infection or contagion, even if contracted through an Injury. This Exclusion shall not apply to medically acquired infections or blood poisoning.

## SECTION 5: PERSONAL LIABILITY

We will pay all damages, compensation and legal expenses, up to the benefit specified in the Schedule of Benefits Payable for which You become legally liable during a Period of Insurance as a result of Your negligence during the Travel causing:

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

## CONDITIONS

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

## EXCLUSIONS

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

1. Bodily Injury (including death or illness) to You or to any member of Your Family ordinarily residing with You.
2. Bodily Injury (including death or illness) to any of Your employees arising out of or in the course of employment.
3. Loss of or damage to property owned by or in the control of You or any member of Your Family ordinarily residing with You.
4. Loss of or damage to property or bodily Injury (including death or illness), arising out of Your ownership, use or possession of any mechanically propelled vehicle, aircraft or water-borne craft.
5. Loss of or damage to property or bodily Injury (including death or illness) arising out of Your business or trade or occupation, or out of professional advice given by You.
6. Any contract unless such liability would have arisen in the absence of that contract.
7. Loss or damage or bodily Injury (including death or illness) arising from a criminal or illegal act committed by You, or one of Your employees, or a member of Your touring party.
8. Judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within New Zealand, Australia or the country in which the accident occurred giving rise to Your liability.
9. Aggravated, exemplary or punitive damages.

We will not pay:

10. The first \$100 of any claim under this section of the Policy.

## SECTION 6: KIDNAP AND RANSOM

We will pay if You are Kidnapped:

1. The Ultimate Net Loss of Ransom paid by You, or Your representative, following the Kidnapping of You during the Period of Insurance.
2. The reasonable expenses, actually and necessarily incurred following receipt of a Ransom demand after the Kidnapping of You during the Period of Insurance, for:
  - (a) The fees and expenses of a security consultant retained as the result of such a demand, provided We have given Our consent to the appointment of the security consultant.
  - (b) interest paid on monies borrowed from a financial institution for the purpose of paying Ransom. The amount We will pay will be for a term not exceeding from 30 days prior to the payment of the Ransom until the first business day after settlement from Us, on a principal sum not

exceeding \$250,000, and for a rate of interest not exceeding 2% above the contemporary overdraft interest rate changed by the ANZ Banking Group (New Zealand) Limited.

- (c) any other expenses which are incurred for the purpose of investigating, negotiating, or paying a Ransom demand or recovering You.

**CONDITIONS** It is a condition of payment under this Section that:

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

## EXCLUSIONS

We will not pay:

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

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

We will reimburse You for any excess, deductible, or costs within the excess or deductible, for which You become legally liable to pay, limited to the sum listed in the Schedule of Benefits Payable, during the Period of Insurance in respect of loss or damage to a Rental Vehicle during the rental period.

## CONDITIONS

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

## EXCLUSIONS

We will not pay for:

1. Loss or damage arising from the operation of the Rental Vehicle in violation of the terms of the rental or insurance agreement.
2. Wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.
3. The first \$100 of any claim under this section of the Policy.

### CLAIMS AND EMERGENCY ASSISTANCE CONTACTS

Toll free in New Zealand: **0800 864 227** (0800 UNICARE)

Toll free in Australia: **1800 864 227** (1800 UNICARE)

Outside New Zealand and Australia: **+64-4-381 8166** (collect)

**Claims:** [claims@crombie.co.nz](mailto:claims@crombie.co.nz) **Assistance:** [aklopsmed@internationalsos.com](mailto:aklopsmed@internationalsos.com)

**If an emergency arises or you require assistance**, contact the Assistance Service immediately to ensure that delays do not occur which might compromise their ability to act on Your behalf.

**When you have completed a claim form**, post it to the address shown on the form. Include Your insurance policy number, receipts and other documentation necessary to support Your claim.

Uni-Care, Crombie Lockwood (NZ) Ltd  
Box 32-167 Devonport Auckland 0744, New Zealand  
Telephone: 64-9-446 1166 Facsimile: 64-9-445 8832  
Website: [www.uni-care.org](http://www.uni-care.org) Email: [insure@uni-care.org](mailto:insure@uni-care.org)

**Insurer Financial Strength Rating.** Insurance Companies (Rating and Inspections) Act 1994 - American Home Assurance Company (New Zealand Branch) has an A+ (Strong) (CreditWatch Developing) insurer financial strength rating given by Standard & Poor's (Australia) Pty Ltd on 17 September 2008. The main reasons for the CreditWatch action relate to the extent to which American International Group, Inc manages its mortgage-related assets by asset transfer, implementation of other liquidity options and/or sale of business assets. The rating scale is:

AAA Extremely Strong	BBB Good	CCC Very Weak
AA Very Strong	BB Marginal	CC Extremely Weak
A Strong	B Weak	R Regulatory Action

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