



# uni-care

## TRAVEL AND MEDICAL INSURANCE POLICY WORDING FOR APPLICANTS WHOSE COUNTRY OF ORIGIN IS NEW ZEALAND

This Policy, issued/insured by American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis, consists of several sections and provides You with insurance cover under those sections as shown in the Certificate of Insurance. 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 Certificate of Insurance. This Policy does not cover any event which happens to You unless You, at the date of such event, are aged 80 years or less.

### YOUR DUTY OF DISCLOSURE

Before You enter into this Policy You have a duty to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision (or the decision of a prudent insurer in the circumstances) of whether to accept the risk of the insurance and if so on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate this Policy.

Your duty does not extend to matters;

- that diminish the risk to be undertaken by Us.
- that are of common knowledge.
- that We know or in the ordinary course of Our business ought to know.
- where compliance of Your duty is waived by Us.

If You fail to comply with this duty of disclosure, We may be entitled to reduce Our liability under this Policy in respect of a claim, or may cancel this Policy.

If Your non-disclosure is fraudulent, We may also have the option of avoiding this Policy from the inception date.

### YOUR POLICY

This Policy is designed to cover any insured person as noted on the Certificate of Insurance for Travel beyond the territorial limits of New Zealand and for temporary return visits to New Zealand for up to 3 months where a Policy is taken for 6 months or longer. Travel can be for business, leisure or educational purposes, but cover is not provided for Manual or dangerous work (eg. trade persons, machine operators, handlers of toxic substances and the like) or Hazardous leisure pursuits unless We have agreed to their inclusion in writing prior to the departure date of the particular Travel or the commencement date, whichever is applicable.

Please note: We are not able to provide any cover for 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 under any of our Plans.

- Please read Your Policy carefully.

### GENERAL CONDITIONS - APPLICABLE TO ALL SECTIONS

#### 1. AUTOMATIC EXTENSIONS

- We will automatically extend cover for up to 3 calendar months from the date of Your expected return to New Zealand if such return is put back due to delay of transport or Your inability to Travel due to an Injury or Sickness for which a claim is payable under this Policy.
- You are covered for stopovers of up to 9 days, each way enroute from New Zealand, while Travelling.

#### 2. AUTOMATIC REINSTATEMENT

The Policy is subject to automatic reinstatement without additional premium, following any one claim for loss or damage except for Section 6 - Kidnap & Ransom.

#### 3. CANCELLATION

1. This Policy may be cancelled by You at any time:

- between the date of issue stated on Your Certificate of Insurance and the commencement date of Your Policy, by giving Us written notice of a future date and;
- after the commencement 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 cover was in force.

- If you cancel after the commencement 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 commencement 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
  - We can cancel this policy of insurance upon giving You 31 days notice in writing to the address shown on Your Certificate of Insurance.

#### 4. 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 or under any reciprocal health agreement between the Government of New Zealand and the Government of any other country or is payable by any other source. 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.

#### 5. 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.
  - Contact Uni-Care Assist on +60-3-2772 5560 if You are to be Hospitalised, evacuated or repatriated or have lost Your luggage or money.
  - As soon as possible after suffering Injury or Sickness obtain and follow proper medical advice from a legally qualified medical practitioner.
  - Lodge a written claim against any person, party, hotel or transporter who may be legally liable for Your loss, Injury or Sickness.
  - Contact Uni-Care Claims Service for prior approval of any claim requiring surgery, or any claim where the costs are expected to exceed \$2,500.
- You must not admit liability in respect of any loss.

#### 6. NEW ZEALAND CURRENCY

All amounts stated in the Certificate of Insurance are in New Zealand currency (or its equivalent at the time of the loss in other currencies).

#### 7. NEW ZEALAND LAW

This Policy is governed by New Zealand law and any dispute or action in connection therewith shall be conducted and determined in New Zealand.

#### 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, provided We receive 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. **Country Of Origin** is that country in which You have established permanent residency and is where Your Travel commenced.
2. **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 Travel. The benefit is twice the individual amount shown in the Schedule of Benefits and is shared by the Family.
3. **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.
4. **Hazardous** means a risk likely to cause Injury or loss of life.
5. **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.
6. **Injury** means physical and bodily injury which happens to You as a result of external violence while Travelling and which results solely and directly and independently of any other cause including any known or unknown Pre-Existing physical or congenital condition within 12 calendar months of the date of occurrence of the external violence which caused the injury.
7. **Kidnapping/Kidnapped** means the seizing, detaining or carrying away of You by force or fraud for the purpose of demanding Ransom.
8. **Manual Work** means heavy physical work, involving considerable bodily strength.
9. **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 legally qualified registered medical practitioner, nurse, Hospital and/or ambulance service for medical, surgical, x-ray, Hospital or nursing treatment, including physiotherapy and chiropractic services and the cost of medical supplies and ambulance hire prescribed by a legally qualified registered medical practitioner.
10. **Period of Insurance** is from the commencement date shown in the Certificate of Insurance until Your return to New Zealand, 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.
11. **Permanent** means having lasted for 12 consecutive months and at the end of that time being beyond any hope of improvement.
12. **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 commencement date of your cover under this policy as defined under Period of Insurance.
13. **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.
14. **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.
15. **Relative** means the spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law,

daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister or legal guardian, provided such person(s) are aged 80 years or less and reside in New Zealand.

16. **Rental Vehicle** means a vehicle, such as a sedan or station wagon, rented from a licensed motor vehicle rental agency.
17. **Serious Injury** or **Serious Sickness** (in respect of a Relative or any other person on whose state of health Your Travel depends) means a life threatening medical condition which first manifested itself while Travelling.
18. **Sickness** means any illness or disease (including symptoms thereof).
19. **Spouse** means Your husband or wife or the person with whom You have continuously cohabited with during the 90 days immediately preceding Your Travel.
20. **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.
21. **Total Disablement** means disablement which continues for 12 consecutive months and at that time is certified by a legally qualified medical practitioner as being beyond hope of improvement which results in Your complete inability to engage in or attend to any pre-loss comparable gainful employment for which You may become, through rehabilitation and retraining, reasonably qualified to perform by reason of education, training or experience.
22. **Travel/Travelling** means for the purpose of this Policy:
  - (a) Overseas leisure, business, and educational travel undertaken during the Period of Insurance by You beyond the territorial limits of New Zealand; and
  - (b) In respect of Section 1 B:1, specifically relating to deposits paid in advance prior to the commencement date and following payment of the premium to Us, at the time deposits are paid for the travel; and
  - (c) In respect of Section 2:5, specifically relating to money acquired for the travel, 72 consecutive hours prior to the commencement date for the travel and following payment of the premium to Us; and
  - (d) In respect to all other sections from the time You depart Your normal place of residence or place of business within New Zealand whichever occurs last, for commencement of the travel; and continues on a full time basis until:
    - i) You return to Your normal place of residence or place of business within New Zealand - whichever occurs first; or
    - ii) the expiration of the Period of Insurance (unless renewed); or
    - iii) the Policy's cancellation date; whichever occurs first.
23. **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.
24. **Unforeseen** means sudden, unexpected, and unintended.
25. **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.
26. **We/Our/Us** means American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis.
27. **You/Your** means the Insured Persons as specified in the Certificate of Insurance.

Note - 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.
2. Pregnancy, childbirth, infertility, abortion or birth control (except where such costs are incurred because of unexpected medical complications or emergencies).
3. In respect to a child born while Travelling, We will not pay for postnatal care or for any amount in excess of \$500,000 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 unless acquired by blood transfusion or medical misadventure.
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. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination or the dispersal,

- application, or release of pathogenic or poisonous biological or chemical materials.
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:** General Exclusions 8 & 9 do not apply to Sections 1A, 1B2(a), 1B2(b), 1B4, 1B5(a) & 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 at an overseas location (whether or not this was the sole purpose for such Travel) unless agreed to by Us prior to the departure date for the Travel.
  12. Depression, stress, anxiety, mental or nervous disorder. This exclusion does not apply in respect to Sections 1A(1) for the first \$10,000 incurred and to Sections 1B(2) and 1B(4) provided that in the opinion of Our medical advisor the condition is of such severity that You will not recover sufficiently to continue Your studies or complete the purpose for which You undertook the Travel.
  13. Diving underwater using an artificial breathing apparatus unless You hold an open water diving license or You were diving under licensed instruction, but always excluding diving while alone.
  14. Manual or Hazardous Work (except of an academic nature) unless We have agreed to their inclusion.
  15. You being under the influence of alcohol and/or drugs, except for costs as specified under Section 1B(2) up to a maximum sum insured of \$10,000, & 1B(4).
  16. You engaging in any activity associated with any criminal act.
  17. Government Intervention.
  18. Intentional self-inflicted injury or suicide or any attempted self-inflicted injury or suicide.
  19. Your failure to take precaution to avoid a loss after there was warning not to Travel in the mass media or following notification from the New Zealand Ministry of Foreign Affairs and Trade and detailed on their website at [www.safetravel.govt.nz](http://www.safetravel.govt.nz).
- Nor will We provide cover or service for;
20. 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.
  21. 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: OVERSEAS MEDICAL AND RELATED EXPENSES

1. MEDICAL EXPENSES  
We will reimburse You for Medical Expenses incurred outside of New Zealand for the treatment of an Injury or Sickness suffered while Travelling.
2. CONTINUING TREATMENT IN NEW ZEALAND  
We will also pay continuing Medical Expenses to a maximum of \$1,500 incurred after You return to New Zealand following a period of overseas Travel, provided that the Medical Expenses relate to a condition that first manifested itself during the overseas Travel, and for which medical treatment was first received during such Travel. Provided also that costs covered under this section are incurred within 12 months from the date of Your first valid claim relating to the Injury or Sickness.
3. DENTAL EXPENSES  
We will reimburse You for the cost of treatment for:
  - (a) Injury to teeth, using antibiotics, temporary dressings or extraction, however We will not pay for elective treatment or normal maintenance.

**Normal maintenance** includes, but is not limited to, 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.

## SECTION 1B: ADDITIONAL EXPENSES

1. LOSS OF DEPOSITS  
We will reimburse You the non-recoverable unused portion of Travel or accommodation arrangements paid for in advance by You following cancellation, alteration or incompleteness of the Travel due to:
  - (a) the Unforeseeable death, Serious Injury or Serious Sickness of a Relative, close business associate or Travelling companion, provided that this person is aged 80 years or less;
  - (b) You suffering an Injury or Sickness while Travelling; or
  - (c) any other Unforeseeable 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.

2. REPATRIATION OR CANCELLATION OF TRAVEL  
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 New Zealand or place of departure within New Zealand during the Travel due to the Unforeseeable death, Serious Injury or Serious Sickness of a Relative, close business associate or Travelling companion, provided that such a person is aged 80 years or less; or
  - (b) You suffering an Injury or Sickness while Travelling; or
  - (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 - RESUMPTION OF TRAVEL  
If you wish to resume Your original Travel following a valid claim under 2. above (Repatriation or Cancellation), We will pay the reasonable and necessary expenses incurred to return You to the same location and position You were in prior to Your claim, provided:
  - (a) You resume the original Travel schedule within 3 months of the date of loss recorded on Your claim for item 2 above.
  - (b) The reason for the early return to New Zealand is covered under Section 1B Additional Expenses; and
  - (c) At least 25% or 5 days of the original Period of Insurance, whichever is the greater, was remaining when the event that necessitated Your early return occurred.

**Note:** There is no cover under this Policy for the resumption of Travel where You have been repatriated to New Zealand due to an Injury or Sickness, unless Our prior written agreement has been provided.
4. ACCOMPANYING RELATIVES  
We will reimburse You, or pay where We agree circumstances necessitate, for the reasonable extra Travel and accommodation expenses, incurred upon medical advice and with Our written agreement, for up to two of Your Relatives to Travel to, remain with or accompany You back to New Zealand, as a result of You suffering an Injury or Sickness while Travelling, or in the event of Your death to accompany You remains back to New Zealand. The maximum claim under this section is limited to the amount listed in the Schedule of Benefits.
5. OTHER BENEFITS AND EXPENSES  
We will pay You:
  - (a) IN HOSPITAL CASH  
A cash benefit of \$100 for each completed 24 hour period You are Hospitalised overseas as an in-patient due to Injury or Sickness. The total payment is limited to the amount listed in the Schedule of Benefits.
  - (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 while Travelling. The total payment is limited to the amount listed in the Schedule of Benefits
  - (c) PERSONAL EFFECTS  
The reasonable costs actually incurred in returning personal effects to New Zealand following the death of the Insured person. The total payment is limited to \$5,000.
  - (d) FALSE ARREST EXPENSES  
The reasonable legal costs actually and necessarily incurred by You as a result of Your false arrest or wrongful detention, while Travelling, by any legally recognised foreign Government. The total payment is limited to the amount listed in the Schedule of Benefits.
  - (e) HIJACK CASH  
A cash benefit of \$100 for each 24 hour period that You are detained as a result of the public transport in which You are Travelling being hijacked. The total payment is limited to the amount listed in the Schedule of Benefits.
  - (f) 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 Sickness, Injury, or death, but only where You are liable for such costs under the hire agreement. The total payment is limited to the amount listed in the Schedule of Benefits.
  - (g) 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. The total payment is limited to the amount listed in the Schedule of Benefits.

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

We will not pay for:

1. Charges You incur if You fail to return to New Zealand 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 or which had been prescribed prior to the commencement of Travel or replenishment of medications being taken by You prior to Your departure from New Zealand, unless the medication was lost, damaged, or stolen.
3. Expenses arising from elective surgery or elective medical treatment, unless otherwise agreed in writing by Us.
4. Expenses related to optical aides other than as provided under Section 2: Luggage.
5. 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.
6. Any Pre-existing Condition, as defined, in relation to the Insured, or any other party on whom a claim may depend, that has not been declared and noted on the Certificate of Insurance as an Insured Pre-existing Condition.
7. Any claim arising from:
  - (a) Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes, industrial action, civil unrest, epidemic or pandemic warnings, if there had been warning of such in the media or travel safety notices issued by the Ministry of Foreign Affairs and Trade before the date the Travel was booked.
  - (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) Your failure to check in according to an itinerary supplied or times advised to You.
  - (g) 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.
  - (h) Expenses that would have been incurred in Your original Travel including budgeted Travel expenditure.
  - (i) Curtailment or changes to Your Travel arrangements at the request of an employer.
8. More than one repatriation transit in relation to the same Relative, condition, or event.
9. The first \$100 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 Your Travel:

1. **LOST OR DAMAGED PROPERTY**  
For accidental loss of or damage to Your accompanied luggage, personal effects, business equipment, trade samples, laptop computers and/or portable business property which You use during Your Travel (including plans, business papers, specifications, manuscripts and stationery for their face value only). The total payment is limited to the amount listed in the Schedule of Benefits.
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 while Travelling by any person other than You, Your Relative or Travelling companion, limited to \$5000.
5. **MONEY**  
For accidental loss of cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments taken with You, maximum amount payable \$1,000.  
**LIMIT ANY ONE ITEM**  
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. 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 APPLYING TO SECTION 2**

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. You:
  - (a) Shall take all reasonable precautions for the packaging, safety and supervision of any item(s) including laptop computers, portable business property, personal effects, travel documents, money and credit cards.
  - (b) Must not leave any item(s) unattended in a Public Place or in any unlocked and unattended building or vehicle at any time, nor in a vehicle overnight.
  - (c) Must secure laptop computers and portable business 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 APPLYING TO SECTION 2**

We will not pay for:

1. Reinstatement, replacement, or damage to any electronic data or software including any consequential loss.
2. Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
3. Mechanical, electrical and hydraulic breakdown or derangement.
4. Damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
5. Any insured item shipped under any freight agreement or sent by any postal or courier service, purchased over the internet, or sent with another person.
6. Losses due to depreciation or devaluation of currency.
7. Loss or damage arising from the confiscation or destruction by Customs or any other authority.
8. Household furniture or household appliances being used overseas by You for domestic use and non portable business property, computer or electronic equipment.
9. Damage to sporting equipment while in use.
10. The first \$200 for any laptop computer claim and the first \$100 for any other claim under this section of the Policy.

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

### **DESCRIPTION OF COVER**

We will pay the cost of additional scheduled public transport services if due to an Unforeseen circumstance occurring while Travelling and outside Your control You miss a transport connection and are required to make alternative arrangements to arrive at an important scheduled business meeting, conference, special event, course of study, or examination, on time.

## **EXCLUSIONS APPLYING TO SECTION 3**

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 scheduled business meeting, conference, special event, course of study, or examination that 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 while Travelling, or within 12 calendar months of the Injury, we will pay the compensation listed under the Schedule of Benefits.

### **2. EXPOSURE**

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

#### 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 APPLYING TO SECTION 4

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 who are Travelling under a Family Policy shall be limited to a maximum benefit of \$10,000.
4. Benefits are payable to You, Your estate or persons nominated by You.

#### EXCLUSIONS APPLYING TO SECTION 4

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 Sum Insured listed under the Schedule of Benefits for which You become legally liable while Travelling 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 APPLYING TO SECTION 5

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 APPLYING TO SECTION 5

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 waterborne 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, other than liability arising while You are undertaking compulsory participation in an academic internship necessary for completion of your tertiary studies.
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 act committed by You, or one of Your employees, or a member of Your touring party.
8. Judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within New Zealand or the country in which the accident occurred giving rise to Your liability.
9. Any claim for exemplary, punitive or aggravated damages.
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 while Travelling.
2. The reasonable expenses, actually and necessarily incurred following receipt of a Ransom demand after the Kidnapping of You while Travelling 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 the amount listed in the Schedule of Benefits, and for a rate of interest not exceeding 2% above the contemporary overdraft interest rate charged 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 APPLYING TO SECTION 6

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 for the approved security consultant acting on Your behalf 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 APPLYING TO SECTION 6

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 country where United Nations armed forces are present.

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

We will reimburse You for any excess or deductible which You become legally liable to pay while Travelling in respect of loss or damage to a Rental Vehicle during the rental period, provided that the maximum amount payable shall not exceed the sum insured listed in the Schedule of Benefits.

#### CONDITIONS APPLYING TO SECTION 7

1. The Rental Vehicle must be rented from a licensed rental agency.
2. As part of the hiring arrangement You must take up all comprehensive motor insurance offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the Rental Vehicle 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 APPLYING TO SECTION 7

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.

#### CLAIMS AND EMERGENCY ASSISTANCE CONTACTS

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

Outside New Zealand: **+60-3-2772 5560** (collect)

**Claims:** [claims@crombie.co.nz](mailto:claims@crombie.co.nz) **Assistance:** [NZ\\_assistance@travelguard.com](mailto:NZ_assistance@travelguard.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) insurer financial strength rating given by Standard & Poor's (Australia) Pty Ltd on 2 March 2010. 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.