

Trip Cover

Policy Wording

CHUBB®

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## Travel Tips

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- a) Take out travel insurance at the time or once You have booked Your Trip.
- b) Pack a sufficient supply of Your regular medications in Your carry-on luggage. This way, if Your luggage is lost or delayed You won't have any concern over taking Your medication as required.
- c) Check the emergency alert issued by the New Zealand Government or New Zealand government agency (such as National Emergency Management Agency or local-based equivalent) for Your travel destination You plan to visit on Your Trip.
- d) Find out the emergency services contact numbers for the destination(s) You are travelling to. Record the numbers for police, ambulance and Your travel insurance provider.

These travel tips are intended as general information only and do not take into consideration Your personal circumstances. Chubb does not accept any liability arising from any reliance upon these travel tips.

# Trip Cover

## Policy Wording

### Important Information Section

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#### 1. About this Important Information Section

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Chubb Insurance New Zealand Limited (Company No. 104656, FSP No. 35924) is the insurer of this product.

In this Policy Wording, Chubb Insurance New Zealand Limited may be referred to as “Chubb”, “We”, “Our” and “Us”. “You” and “Your” refers to the policyholder, insureds or prospective insureds. Our contact details are:

Head Office: CU 1-3, Shed 24, Princes Wharf, Auckland 1010  
Postal address: PO Box 734 Auckland 1140  
O 0800 422 346 F +64 9 303 1909  
E travel.nz@chubb.com

This section is an introduction to the Policy, which is set out from page 10.

#### No Financial Advice

The information contained in this section and the Policy does not take into account Your personal circumstances, objectives, financial situation or needs. You should consider the insuring clauses, definitions, schedule, extensions, terms, conditions, exclusions and limits of liability of the insurance policy, and obtain financial advice as required, before making any decisions about this insurance policy.

#### 2. About the Insurer

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##### Financial Strength Rating

At the time of print, Chubb has an “AA-” insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA Extremely Strong	BBB Good	CCC Very Weak	SD or D – selective default or default
AA Very Strong	BB Marginal	CC Weak	R - Regulatory Action
A Strong	B Weak		NR – Not Rated

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. A full description of the rating scale is available on the S&P Global Ratings [website](#).

Our rating is reviewed annually and may change from time to time, so please refer to Our website for Our latest financial strength rating.

## Fair Insurance Code

We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (Code). The Code and information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.



### 3. Duty of Disclosure

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#### Your Duty of Disclosure

Before entering into a contract of insurance with Chubb, each prospective insured has a duty to disclose to Chubb information that is material to Chubb's decision whether to accept the insurance and, if so, on what terms. This includes material information about the insured, any other people and all property and risks insured under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to Chubb before renewal, extension, variation or reinstatement of a contract of insurance with Chubb. You should also provide all material information when You make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective insured understands all information provided in support of the application for insurance and that it is correct, as each prospective insured will be bound by the answers and by the information they have provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

#### *Consequences of Non-Disclosure*

If an insured fails to comply with their duty of disclosure, Chubb may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. Chubb may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

### 4. Privacy Statement

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This statement is a summary of Our Privacy Policy and provides an overview of how We collect, hold, store, use, disclose, retain, give access to and correct Your personal information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted on Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, holds, stores, uses, discloses, retains, gives access to and corrects Your personal information in accordance with the requirements of the *Privacy Act 2020*, as amended or replaced from time to time.

#### Personal Information Handling Practices

##### *When do We collect Your personal information?*

Chubb collects Your personal information (which may include health information) from You when You interact with Us, including when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our Privacy Policy.

##### *Purpose of Collection*

We collect and hold Your personal information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Us with Your personal information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

Sometimes, We may also use Your personal information for Our marketing campaigns and research, to improve Our services or in relation to new products, services or information that may be of interest to You.

## *Recipients of Your personal information and disclosure*

We may disclose Your personal information to third parties, including:

- contractors and service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus, call centres and marketing agencies);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers and other parties involved in the policy or claim; and
- government agencies or organisations (where We are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

From time to time, We may use Your personal information to send You offers or information regarding Our products that may be of interest to You. If You do not wish to receive such information, please contact Our Privacy Officer using the contact details provided below.

## *Rights of Access to, and Correction of, Information*

If You would like to access a copy of Your personal information, correct or update Your personal information, or withdraw Your consent to receiving offers of products or services from Us or organisations We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com).

## *How to Make a Complaint*

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing [enquiries@privacy.org.nz](mailto:enquiries@privacy.org.nz) or using the online form available on the Office of the Privacy Commissioner's website at [www.privacy.org.nz](http://www.privacy.org.nz).

## **5. Complaints and Dispute Resolution Process**

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We take Your concerns very seriously and We have detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To assist Us with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our complaints and dispute procedures are as follows:

### **Stage 1 - Complaint Handling Procedure**

If You are dissatisfied with any aspect of a Chubb and You wish to make a complaint, please contact Our Complaints and Customer Resolution Service (CCR Service) by post, phone or email (as below):

Complaints and Customer Resolution Service  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140  
O +64 9 377 1459  
E [Complaints.NZ@chubb.com](mailto:Complaints.NZ@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently and Our team members are independent of the original decision maker.

### *Our response*

We will acknowledge receipt of Your complaint within five (5) business days of receiving it from You and We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and if We have all the information required to make a decision, We will respond to You within ten (10) business days with a decision. If We require more time or further information We will request a reasonable additional timeframe in which to provide Our response.

If We require more time to finalise Our response, We will keep You updated at least every twenty (20) business days.

When We provide Our complaint decision to You, or if We cannot resolve Your complaint within two (2) months of You lodging it, We will provide You with a 'deadlock' letter which explains Our reasons to You in writing. We will provide You with the option of taking Your complaint to Stage 2 of the Complaints and Dispute Resolution process – External Dispute Resolution.

### **Stage 2 – External Dispute Resolution**

We are a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Minister of Consumer Affairs. Subject to FSCL's Terms of Reference, if You are dissatisfied with Our complaint determination or We are unable to resolve Your complaint or dispute to Your satisfaction within two (2) months, You may contact FSCL via:

Financial Services Complaints Limited  
PO Box 5967,  
Wellington 6140  
O 0800 347 257 (Call Free for consumers)  
or +64 4 472 FSCL (472 3725)  
E [info@fscl.org.nz](mailto:info@fscl.org.nz) or [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)  
[www.fscl.org.nz](http://www.fscl.org.nz)

Please note if You would like to refer Your complaint to FSCL You must do so within three (3) months of the date of the 'deadlock' letter (or any longer period permitted under FSCL's Terms of Reference). FSCL provides an independent dispute resolution service that is free to customers.

Further details regarding Our complaint handling and dispute resolution procedures are available from Our website and on request.



## General Terms and Conditions

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This Policy is effective from: 25 July 2024

This document contains important information and has been prepared to assist You in understanding Trip Cover and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document before making a decision.

This document provides general advice only. It does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

This document must be read with Your Certificate of Insurance as together they form Your Policy and confirm the cover You have purchased including the terms, conditions and exclusions. The Certificate of Insurance will show You:

- plan;
- Issue Date of this Policy;
- Start Date and End Date of Your Trip;
- Covered Person(s);
- premium payable.

Please familiarise Yourself with this Policy. We want to ensure You are clear about what it covers and what it does not cover or excludes. If You are unclear about anything in this document, please call **0800 422 346** and Our insurance team will be happy to assist You with any enquiries.

It's important to check Your Policy from time to time, particularly before You go away to remind yourself of what is and isn't covered. Some things You might consider doing whilst travelling might be dangerous and not covered (for example, jet skiing, or bungee jumping). You also need to make sure You take care with Your belongings, make sure You keep valuable possessions on You and never leave Your luggage Unattended (for example, in a car overnight). This insurance isn't designed to cover carelessness or high-risk activities, which are excluded from cover.

**If You need to make a claim, keep supporting documents and proof of any loss, including all police reports, sales receipts and charge card statements showing any purchases made.**

## Eligibility Criteria

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To be eligible for cover under this Policy, You will need to meet the following criteria:

- a) You must purchase Your Policy before Your Trip commences and Your Trip must start and end in New Zealand.

## Plans and Coverage

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The type of plan We offer will be dependent on Your destination and the type of ticket You purchase. The cover sections, benefits and benefits limits will vary between plans. The plans available are:

- a Domestic One-Way Trip;
- a Domestic Return Trip.

Your Certificate of Insurance will display the plan available. Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan offered.

The Schedule of Benefits provides the limit(s) we will pay to each of the cover sections for the available plans. It includes maximum amounts payable under each section together with any applicable sub-limit and waiting period that applies.

## Plans

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The plan offered will be dependent on the type of ticket (one-way or return) You purchase. For example, if You are travelling to Wellington on a return ticket, Your plan will be a Domestic Return Trip.

It is important to understand that the cover available varies based on the plan offered. The Schedule of Benefits will outline what cover sections and benefits are offered for each of the plans provided.

<b>Domestic One-Way Trip</b>	<p>This plan is offered when You purchase a one-way Trip on Kiwirail Transport. Please refer to the definition of Domestic One-Way Trip, where cover starts:</p> <ol style="list-style-type: none"><li>(a) when You arrive at a Kiwirail Ferry terminal, railway station or bus station on the Start Date, and</li></ol> <p>ends the earlier of:</p> <ol style="list-style-type: none"><li>(b) when You leave the Kiwirail Ferry terminal, railway station or bus station shown as the final destination on the Kiwirail booking summary; or</li><li>(c) at the End Date as shown on Your Certificate of Insurance.</li></ol>
<b>Domestic Return Trip</b>	<p>This plan is offered when You purchase a return Trip on Kiwirail Transport. Please refer to the definition of Domestic Return Trip, where cover starts:</p> <ol style="list-style-type: none"><li>(a) when You arrive at a Kiwirail Ferry terminal, railway station or bus station on the Start Date, and</li></ol> <p>ends the earlier of:</p> <ol style="list-style-type: none"><li>(b) when You leave the Kiwirail Ferry terminal, railway station or bus station shown as the final destination on the Kiwirail booking summary; or</li><li>(c) at the End Date as shown on Your Certificate of Insurance.</li></ol>

## **Amending or Changing Your Policy**

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After You have purchased a Policy, You may in some circumstances change the information provided as outlined on Your Certificate of Insurance. Please call Us if there are any errors or mistakes in the information provided as outlined on Your Certificate of Insurance.

If during Your Period of Insurance, Your Period of Insurance needs to be extended, You must contact Us to request the extension. If the extension is accepted by Us, You may need to pay the additional premium and We will issue an updated Certificate of Insurance.

## **Automatic End Date Extension**

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In the event that Your Trip and scheduled End Date is necessarily delayed due to an unforeseen circumstance outside Your control, We will automatically provide an extension without an additional premium until Your Trip is able to be completed. The Automatic End Date Extension will not apply for any other reason.

## **Cancellation of Your Policy**

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You can request to cancel Your Policy at any time by contacting Chubb.

### **Cancelling Your Policy within Cooling Off Period**

You have up to fourteen (14) days from the time You are issued Your Certificate of Insurance (the Issue Date) to decide whether this Policy and cover is right for You. If You decide that You don't want this Policy, You may cancel it within the fourteen (14) days cooling-off period. You will receive a full refund of the premium You paid, provided:

- a) You haven't started Your Trip; or
- b) You haven't made a claim; or
- c) You don't want to make a claim or exercise any other right under the Policy.

### **Cancelling Your Policy Outside the Cooling off period**

If You request to cancel Your Policy outside the cooling-off period, We may:

- a) refund any unused proportion of Your premium (from the date the refund request was received until the End Date on Your Certificate of Insurance); and
- b) minus any administration fee;

provided that You have not started Your Trip, made or submitted a claim and/or intend to make a claim or exercise any other right under Your Policy.

### **Cancellation of your Policy by Us**

We may cancel or end Your Policy or refuse to pay your claim by giving You written notice to the address on file, including where You have:

- a) breached the Duty of Disclosure;
- b) breached a provision of Your Policy;
- c) made a fraudulent claim under this Policy or any other contract of insurance.
- d) provided incorrect or incomplete information.

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were Insured.

## **Premiums**

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In return for cover under this Policy, You are required to pay a premium. The cover under this Policy only starts when You pay Us the required premium. You will be told the premium payable for Your policy when You apply and the premium will also be shown on Your Certificate of Insurance.

We take into account Your Kiwirail Transport ticket cost when calculating Your premium.

Your total premium includes government charges, taxes or levies (such as GST).

## Important Things to Know About This Policy

### Examples of How Cover Applies

The below examples are provided for illustrative purposes only. Each claim will be assessed individually, based on the facts relative to the specific claim.

<b>Example A: Cancellation of Ferry</b>	<b>Example B: Illness of Covered Person</b>	<b>Example C: Damage to Ferry</b>
<p>Anna lives in the North Island and is planning a trip with her family. They plan to fly to Wellington on Monday, stay one night, catch the Ferry to Picton on Tuesday, staying there one night before continuing.</p> <p>They arrive in Wellington on Monday. On Tuesday morning they are advised the Ferry crossing is cancelled due to Adverse Weather.</p> <p>There are no other ferry crossings available that week, so they stay an extra night in Wellington, and purchase tickets to fly to Picton on Wednesday to continue their trip.</p> <p>Cover available:</p> <p>Cover under Section A - Trip Cancellation and Amendment Cover up to \$2,500 per Covered Person. Cancellation of paid transport as a result of Adverse Weather is a covered Event.</p> <ul style="list-style-type: none"> <li>- Cover for any reasonable additional travel or accommodation expenses. This could apply to the cost of flights to Picton and the extra night in Wellington.</li> <li>- Cover for deposits paid in advance. This could apply to the non-refundable portion of the accommodation in Picton.</li> </ul> <p>Only the greater expense is payable of the extra night accommodation in Wellington or the forfeited accommodation in Picton.</p>	<p>Brian books a Kiwirail trip with his partner using their local travel agent. They will travel from Christchurch to Greymouth, take a scenic tour of local attractions, stay 2 nights in a hotel before returning on the train to Christchurch.</p> <p>Brian becomes ill the day before and his Doctor advises he will need rest and cannot take the trip.</p> <p>The hotel and scenic tour terms provide no refund for late cancellations.</p> <p>The travel agent commission is also not refundable for late cancellation.</p> <p>Cover available:</p> <p>Cover under Section A - Trip Cancellation and Amendment Cover up to \$2,500 per Covered Person. Illness of a Covered Person is a covered Event.</p> <ul style="list-style-type: none"> <li>- Cover for deposits and excursion costs paid in advance. This would apply to the hotel and scenic tour costs and to any non-refundable portion of the Kiwirail ticket.</li> <li>- Cover for non-refundable travel agents' commission. This would apply to the travel agent commission.</li> </ul>	<p>Mia books a Ferry from Picton to Wellington for Friday. On Thursday the Ferry hits the wharf and is damaged, leading to all the crossings for Friday and the weekend to be cancelled.</p> <p>The first available flight is on Saturday morning, so Mia stays the night in Picton and flies across to Wellington on Saturday morning.</p> <p>Cover available:</p> <p>Cover under Section C – Trip Delay Cover up to \$500 per Covered Person where Your Kiwirail Transport is delayed or cancelled for 4 hours or more.</p> <ul style="list-style-type: none"> <li>- Cover for additional hotel accommodation (room-only) in Picton, meals and toiletries incurred during the delay.</li> </ul> <p>There is no cover available for the flights or other alternative transport.</p> <p>Section A – Trip Cancellation and Amendment Cover does not apply because damage to the Ferry is not a covered Event.</p>

## **Pre-Existing Medical Conditions**

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This Policy does not cover any Pre-Existing Medical Conditions. If You have Pre-Existing Medical Conditions, this cover may not be right for You. Before You purchase a Policy, You should consider whether a medical condition is considered Pre-Existing based on the Pre-Existing Medical Condition definition within this Policy.

## **Excluded Sports And Activities**

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Not everything You do on Your Trip will be covered by this Policy. This includes

- some popular holiday activities such as bungee jumping, jet skiing, horse riding, Snow Sports or trekking (with climbing equipment or when You ascend more than 3,000 metres from sea level);
- competitive sporting events (for example, where You may receive a fee or prize money).
- travelling on a Cruise (other than Ferry).

Please see the definition of ‘Excluded Sports and Activities’ for a full list of activities and sports which are not covered under this Policy, as well as the General Exclusions and General Conditions, which apply to all claims.

## **COVID-19**

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### **What is covered?**

This Policy treats COVID-19 in the same way as any other Illness. This means where there is coverage for Illness related Events under the following sections, it applies to COVID-19:

1. Section A – Trip Cancellation and Amendment Cover;

### **What is not covered?**

We will not pay any benefit, loss, or costs arising from or relating to:

1. border closures or government issued “Do Not Travel” warnings arising from COVID-19 (including where the border closure or travel warning occurs after the Issue Date of your Policy);
2. mandatory quarantine, except when You have a valid Trip Change or Curtailment claim under specified Event 1 of Section A – Trip Cancellation and Amendment Cover and incur reasonable additional travel or accommodation expenses resulting from the quarantine;

## **Pregnancy**

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It’s important to understand how pregnancy affects Your coverage.

### **When does the travel insurance cover You, if You are pregnant?**

If You are pregnant, You are covered for claims that arise from Your pregnancy under **Section A - Trip Cancellation and Amendment Cover**.

If You have an Injury or unforeseen Illness arising from or relating to Your pregnancy that occurs before the end of the 23<sup>rd</sup> week of Your pregnancy, and which:

- a) a treating Doctor confirms that it prevents you from going on the Trip or continuing the Trip, and
- b) is not otherwise excluded within this Policy.

### **How is the number of weeks of pregnancy calculated?**

The number of weeks of Your pregnancy is calculated from the last known date of Your menstrual period or calculated from staging ultrasound.

### **When are You not covered?**

You are not covered for any costs arising from or related to:

- a) any Pre-Existing Medical Condition;
- b) any past medical condition(s) relating to a previous pregnancy or if You have experienced pregnancy complications prior to the Issue Date on Your Certificate of Insurance;

- c) Your pregnancy, if after the end of the 23rd week of Your pregnancy.

## **Exclusions within this Policy**

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As with all insurance, there are certain exclusions that apply. Some exclusions only apply to certain benefits under the Policy, while other exclusions apply to all claims. You should read the following:

- General Exclusions and General Conditions, which apply to all claims.
- Each cover section includes information about what We cover and any terms and conditions that apply to the cover section.

To ensure You understand when We will pay for a claim, You should read each section carefully, including each benefit covered under ‘What We Cover’ together with any ‘Terms and Conditions’ and ‘Exclusions’ under each cover section.

## **Fraud**

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Chubb takes insurance fraud seriously. Creation or submission of false documents, or exaggerating a genuine claim is considered insurance fraud. Such behaviour has a negative impact on the cost of insurance for all customers.

We utilise Our dedicated special investigations unit at Chubb to detect and investigate selected claims daily. When the evidence supports it, Chubb will report suspect claims to the police and dedicate resources to assisting any potential criminal prosecutions.

## **Significant Tax Implications**

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Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your Policy for business purposes. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

## **Goods and Services Tax**

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Where You are a registered entity You may be entitled to an input tax credit for Your premium and/or for things covered by this Policy. You must disclose these entitlements to Us if You make a claim under Your Policy.

If We agree to pay a claim under Your Policy, We will base any claim payment on the Goods and Services Tax (G.S.T.) inclusive costs (up to the relevant Policy limit). However, We will reduce any claim payment by an input tax credit You are, or would be, entitled to for the repair or replacement of insured property or for other things covered by this Policy.

## **New Zealand Law**

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Your Policy is governed by the laws of New Zealand. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of New Zealand.

## **New Zealand Currency**

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All payments by You to Us and Us to You under Your Policy will be in New Zealand currency.

## **Updating Our Policy Wording**

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We may update this Policy Wording where:

- a) We can legally do so and the update is to rectify an error or omission; and/or
- b) the update is not materially adverse from the point of view of a reasonable person deciding whether to buy this insurance; and/or
- c) such update is otherwise required and permitted by law.

We will issue You with a new policy wording or other document to update the relevant information by letter, email or otherwise.

We may otherwise update this Policy Wording from time to time, so please refer to the policy wording that is issued to You together with Your Certificate of Insurance. A paper copy of the latest policy wording is available to You at no cost by calling Us on 0800 422 346.

## General Enquiries

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If You have any questions about Your Policy, You can either:

Email Chubb at [travel.nz@chubb.com](mailto:travel.nz@chubb.com)

Write to Chubb at PO Box 734 Auckland 1140

Call Chubb on 0800 422 346 (Monday to Friday 10:30am-7:00pm NZST)

## Definitions

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The following words when used with capital letters in this document have the meaning given below.

**Accidental Death** means death occurring as a result of an Injury.

**Adult** means a Covered Person who is not a Dependent Child.

**Adverse Weather** means:

- a) weather of such severity that the government authority (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by You; or
- b) severe weather that causes the Ferry, train or bus to be cancelled for safety reasons.

**Cancellation** means You do not start Your Trip at all. 'Cancel' and 'Cancelled' have the same meaning as Cancellation.

**Certificate of Insurance** means the document We issue You, which confirms You being covered after You have paid for the insurance.

**Chubb** means the insurer Chubb Insurance New Zealand Limited (Company No. 104656 Financial Services Provider No. 35924) of CU 1-3, Shed 24, Princes Wharf, Auckland 1010.

**Close Relative** means spouse, de-facto, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

**Covered Person** means persons named as a covered person on Your Certificate of Insurance who meets the eligibility requirements and for which the premium has been paid.

**COVID-19** means Coronavirus Disease, an infectious disease caused by the SARS-CoV-2 virus, or any variation or mutation of that virus.

**Cruise** means any voyage on a ship, boat or ferry taken for pleasure or as a holiday. Cruise does not mean Ferry.

**Curtailed** means You have started Your Trip and You have had to return to Your Home in New Zealand. 'Curtailed' and 'Curtailed' have the same meaning as Curtailed.

**Dentist** means a dentist or dental surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than You or Your Close Relative, unless approved by Chubb Assistance, approval of which will not unreasonably be withheld.

**Dependent Child(ren)** means any child (including stepchild or legally adopted child) of an Adult who is primarily dependent upon the Adult for maintenance and support and the child is eighteen (18) years of age or younger.

**Doctor** means a medical practitioner or specialist (an expert in a specific area of medicine) who is registered or licensed to practice medicine under the laws of the country in which they practice, other than You or Your Close Relative, unless approved by Chubb Assistance, which will not unreasonably be withheld.

**Domestic One-Way Trip** means a one-way trip within New Zealand on a Kiwirail Transport:

starting:

- a) when You arrive at a Kiwirail Ferry terminal, railway station or bus station on the Start Date, and



ending the earlier of:

- b) when You leave the Kiwirail Ferry terminal, railway station or bus station shown as the final destination on the Kiwirail booking summary; or
- c) at the End Date as shown on Your Certificate of Insurance.

**Domestic Return Trip** means a return trip within New Zealand on Kiwirail Transport (including the interim period between a departing Kiwirail Transport and a return Kiwirail Transport):

starting:

- (a) when You arrive at a Kiwirail Ferry terminal, railway station or bus station on the Start Date, and ending the earlier of:
  - (b) when You leave the Kiwirail Ferry terminal, railway station or bus station shown as the final destination on the Kiwirail booking summary; or
  - (c) at the End Date as shown on Your Certificate of Insurance.

**End Date** means the end date of Your Trip, as specified on Your Certificate of Insurance.

**Event(s)** means an occurrence that could give rise to a claim for a benefit under Your Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.

**Excluded Sports and Activities** means boxing; cave diving; horse jumping; horse riding; hunting and hunting on horseback; professional sports; canyoning; caving; diving; mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests; abseiling; American football; bob sleigh; bungee jumping; base jumping; canoeing; clay pigeon shooting; deep sea fishing; four-wheel driving adventures; go-karting; hang gliding; heli-skiing; hot air ballooning; ice hockey; jet biking and jet skiing; martial arts; micro-lighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; quad biking; rock climbing; SCUBA diving deeper than thirty (30) metres; skidoo; ski-jumping; ski-racing; ski-stunting; Snow Sports, tour operator safari (where You or any tourist will be carrying guns); trekking requiring climbing equipment and/or ascending above 3,000 metres from sea level; ultra-marathons, biathlons and triathlons; war games/paint ball; white water rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Ferry** means Interislander ferry.

**Forcible Entry** means unlawful entry by forcible and violent means, as evidenced by a broken window, damaged or picked lock, broken hinge or door handle.

**Home** means Your usual place of residence in New Zealand (where You live).

**Illness** means a sickness or disease (including COVID-19) which requires treatment by a Doctor or a Dentist. An Illness is not a Pre-Existing Medical Condition and is not an Injury.

**Injury** means an accidental bodily injury resulting solely and directly from:

- a) a sudden, external and identifiable Event that happens by chance and could not have been expected from the perspective of the Covered Person; and
- b) which occurs independently of any Illness or any other cause; and
- c) causes a loss within twelve (12) months of the accident.

It does not mean an Illness or any Pre-Existing Medical Condition.

**Insolvency** means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

**Issue Date** means the date We agree to provide insurance under the Policy as shown on Your Certificate of Insurance.

**Kiwirail** (incorporates Interislander, Northern Explorer, Coastal Pacific, TranzAlpine and any third party when booked directly and forms part of Kiwirail itinerary) means KiwiRail Limited (Company Number 487638) of Level 3, 8-14 Stanley Street, Parnell, Auckland 1010.

**Kiwirail Transport** means a passenger Ferry, train or bus, provided and operated by Kiwirail and duly licensed for the regular transportation of fare-paying passengers, and any transport provided by Kiwirail as part of an itinerary for a Trip.

**Manual Work** means paid work which involves the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant (other than in a purely managerial, supervisory, sales or administrative capacity). It also means manual labour of any kind including, but not restricted to, hands-on work such as a plumber, electrician, lighting or sound technician, carpenter, painter, decorator or builder.

**Money** means currency, travellers' cheques, hotel and other redeemable holiday vouchers and petrol coupons. It does not mean cryptocurrency.

**Natural Disaster** means volcanic eruption, flood (more than 20,000 square metres of normally dry land), tsunami, earthquake, landslide, hurricane, cyclone, typhoon, tornado or bushfire. It does not mean any infectious or contagious disease or virus regardless of transmission (including pandemic or epidemic).

**Nautical Dollars** means a virtual currency distributed by the Kiwirail Ferry, which can be used to purchase Ferry products and services.

**Non-Scheduled Flight** means a flight on an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals. For example, a privately hired, rented or chartered air transport (such as a private jet or plane or helicopter).

**Pair or Set** means a number of items used together, associated as being similar or corresponding (including attached and unattached accessories) and being regarded as one (1) unit.

**Period of Insurance** means the period between the Issue Date and End Date specified on Your Certificate of Insurance.

**Personal Baggage** means items of necessity, ornament or personal convenience for Your individual use during the Trip, including clothing, toiletries, and personal effects worn or carried by You within a suitcase (or similar). It does not include Valuables.

**Policy** means Your Policy Wording and Certificate of Insurance and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.

**Pre-Existing Medical Condition** means any physical defect, medical or dental condition, illness, injury or disease that:

1. within the two (2) years prior to the Issue Date on Your Certificate of Insurance:
  - a) requires either of the following:
    - i. ongoing medication for treatment or risk factor control;
    - ii. prescribed medication from a Doctor;
    - iii. check-ups, consultations, reviews or progress advice (other than those recommended by a Doctor to review a previous condition that is considered by a Doctor at the Issue Date to be cured or in complete remission); or
    - iv. surgery; or
  - b) is either:
    - i. under investigation;
    - ii. pending diagnosis or test results;
    - iii. chronic or arthritic; or
2. within the three (3) years prior to the Issue Date on Your Certificate of Insurance involves:

- a) any of the following body parts:
    - heart;
    - brain (other than a mental health related condition);
    - liver;
    - back
    - spine;
    - kidneys;
    - cardiovascular or circulatory or respiratory system; and
  - b) where such medical condition either:
    - I. involved a hospital emergency visitation or being an inpatient in hospital; or
    - II. required or requires surgery, a specialist appointment or consultation; or
    - III. requires:
      - i. ongoing medication for treatment or risk factor control; or
      - ii. prescribed medication from a Doctor; or
      - iii. check-ups, consultations, reviews or progress advice (other than those recommended by a Doctor to review a previous condition that is considered by a Doctor at the Issue Date to be cured or in complete remission); or
  - c) is currently either:
    - i. under investigation; or
    - ii. pending diagnosis or test results; or
3. within the five (5) years prior to the Issue Date on Your Certificate of Insurance related to cancer; or
  4. within the three (3) months immediately prior to the Issue Date on Your Certificate of Insurance led to the manifestation of symptoms where a reasonable person in the circumstances would be expected to be aware of.

**Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches, entertainment venues and any place that is accessible by the public.

**Rental Agreement** means the contract of hire between the Rental Company and You in respect of a Rental Vehicle.

**Rental Company** means a company or agency that hires Rental Vehicles and is fully licensed with the regulatory authority of the Country, state or local authority where the Rental Vehicle is collected.

**Rental Vehicle** means any sedan, station wagon, hatchback or sports utility vehicle (SUV) rented under a Rental Agreement on a daily or weekly basis from a Rental Company. It does not mean trucks, mini buses, buses, trailers, caravans, campervans, motorcycles, mopeds, motorbikes, motor homes, scooters or bicycles.

**Rental Vehicle Deductible** means the amount (insurance excess) payable by You for each and every claim when You have purchased the comprehensive vehicle insurance proposed by the Rental Company.

**Resident of New Zealand** means a New Zealand citizen, holder of a New Zealand permanent residency visa, partner/spouse visa, New Zealand skilled migrant visa (including an Accredited Employer Work Visa) or a student visa:

- a) with a right to entry into New Zealand in accordance with their citizenship, residency or visa;
- b) with access to long-term medical care in New Zealand;
- c) who has a permanent New Zealand residential address; and
- d) who currently resides in New Zealand.

**Secure Area** means the locked dashboard, glove compartment, boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or station wagon, the fixed storage units of a

motorised or towed caravan, or a locked luggage box locked to a roof rack locked to the vehicle, providing that, in each case, all items are out of sight.

**Smartphone** means an electronic device used for mobile telecommunications over a cellular network (including but not limited to, Apple, Samsung, Huawei or similar). Smartphone does not mean tablets or smart watches.

**Snow Sports** means snow skiing, snowboarding, tobogganing or snowmobiling.

**Start Date** the date You start Your Trip as shown on Your Certificate of Insurance.

**Terrorism** means activities against persons, organisations or property of any nature:

- a) that involves the following or preparation for the following:
  - i. use of, or threat of, force or violence;
  - ii. commission of, or threat of, force or violence; or
  - iii. commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b) when one (1) or both of the following applies;
  - i. the effect is to intimidate or coerce a government of the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - ii. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Terminal Illness** means a medical condition for which a terminal prognosis has been given by a qualified Doctor and which is likely to result in death.

**Travel Documents** means travel tickets, passports, visas and driving licence.

**Travelling Companion** means a person travelling with You on a Trip who has the same travel itinerary as You.

**Trip** means:

1. a Domestic One-Way Trip; or
2. a Domestic Return Trip.

**Trip Change** means where You have started Your Trip and You must make changes to Your planned Trip, but do not have to return any earlier than intended.

**Unattended** means when Your Personal Baggage, Valuables, Money or Travel Documents are not:

- a) worn or carried by You; or
- b) under Your observation within three (3) metres of You.

**Valuables** means jewellery; furs; articles containing precious metals or precious stones; watches; binoculars; audio equipment or devices; photographic and electronic equipment or devices; Smartphones; personal organisers and games consoles; laptops and external computer devices (including all printers, modems, external hard drives and similar).

**We/Our/Us** means Chubb.

**You/Your** means a Covered Person.

## Coverage Summary

The coverage summary table below can be used as a quick reference to understand key coverage elements to each cover section. For a full understanding of what is covered, when You are covered and where cover does not apply, please refer to the individual section including the General Exclusions within this Policy. The benefits provided are subject to the terms, conditions and exclusions contained within this Policy.

Your Policy is made up of the Certificate of Insurance and this document. Your Certificate of Insurance may amend the standard terms, conditions and exclusions contained within this Policy.

Cover Section	Cover Description	Key Exclusions and Limitations
Section A	<p><b>Trip Cancellation and Amendment Cover</b> Provides cover in the event You must Cancel, Curtail or require a Trip Change for the following reasons:</p> <ul style="list-style-type: none"> <li>Your paid transport has been cancelled due to Adverse Weather.</li> <li>You or Your Travelling Companion being, in the opinion of a treating Doctor, unfit to begin or continue Your Trip due an Injury, suffering an unforeseen Illness or dying before or during Your Trip;</li> <li>Your Close Relative, or a Close Relative of a Travelling Companion, having an Injury, suffering an unforeseen Illness or dying before or during Your Trip;</li> <li>a Natural Disaster has caused devastation to the destination You were intending to travel.</li> </ul> <p>Cover varies depending on the Trip type.</p> <p><b>What is covered?</b></p> <p>Reasonable additional travel or accommodation expenses, non-refundable deposits, excursion costs and unused travel and accommodation costs You have paid in advance.</p>	<ul style="list-style-type: none"> <li>You or any other person having a change in mind and deciding not to start a Trip, continue with the Trip or any other disinclination to travel;</li> <li>Cancellation, Curtailment or Trip Change due to Pre-Existing Medical Conditions;</li> <li>losses arising from the death, serious injury or acute illness of any Close Relative who is eighty (80) years or older at the Issue Date on Your Certificate of Insurance;</li> <li>Close Relative who is not a Resident of New Zealand;</li> <li>circumstances where Cancellation, Curtailment or Trip Change was foreseeable, avoidable, unnecessary or within Your control prior to the Issue Date on Your Certificate of Insurance (for Cancellation) or prior to starting a Trip (for Curtailment or Trip Change);</li> <li>additional costs incurred due to Your failure to notify the carrier or travel agent as soon as reasonably practicable that Your Trip is to be Cancelled or Curtailed;</li> <li>loss arising from epidemic, pandemic or outbreak of an infectious disease or virus (except for loss arising from COVID-19 which is covered under specified Event 1 and 2);</li> <li>costs incurred from having to Cancel, Curtail or change Your Trip due to any border closure or government issued "Do Not Travel" warning (including where the border closure or travel warning occurs after the Issue Date).</li> </ul>

Section B	<p><b>Accidental Death Cover</b></p> <ul style="list-style-type: none"> <li>• Cover in the event an Injury results in an Adult’s Accidental Death whilst on a Trip, or</li> <li>• Accidental Death due to an Adult’s disappearance while travelling on Kiwirail Transport, or</li> <li>• Accidental Death due to an Adult’s exposure while travelling as a passenger on Kiwirail Transport.</li> </ul>	<ul style="list-style-type: none"> <li>• death caused by Illness, a Pre-Existing Medical Condition or natural causes;</li> <li>• the death, disappearance or exposure of a Dependent Child.</li> </ul>
Section C	<p><b>Trip Delay Cover</b> Provides cover on a Trip for delayed Kiwirail Transport departure of four (4) hours or more, Kiwirail Transport cancellation, denied boarding, missed connection.</p>	<ul style="list-style-type: none"> <li>• any costs that relate to any other person that is not a Covered Person;</li> <li>• any delay or cancellation of a Kiwirail Transport as a result of COVID-19.</li> </ul>
Section D	<p><b>Personal Baggage Delay Cover</b> Provides cover on a Trip for eight (8) hour delay of Personal Baggage checked-in on Kiwirail Transport.</p>	<ul style="list-style-type: none"> <li>• Personal Baggage delay when checked-in on the Kiwirail Transport that returns You Home;</li> <li>• the purchase of clothing and toiletries which are not necessary for Your Trip and not essential for emergency use;</li> <li>• costs if You fail to notify the transport provider or carrier about delayed or missing luggage or You do not obtain a luggage incident report from them or show You have taken reasonable steps to obtain one.</li> </ul>

Section E	<p><b>Personal Baggage, Valuables, Money and Travel Documents Cover</b> Provides cover for damaged, destroyed, lost, stolen Personal Baggage, Valuables, Money and Travel Documents during Your Trip.</p>	<ul style="list-style-type: none"> <li>• Valuables or Money within Your Personal Baggage checked-in or stowed in the luggage hold of an airplane, ship, bus or train;</li> <li>• Valuables and/or Money that are left Unattended in a motor vehicle;</li> <li>• items left Unattended in a Public Place (unless You have no option other than to leave the items Unattended due to an emergency medical, security or evacuation situation);</li> <li>• claims where You do not obtain a report from local police, the carrier, tour or transport operator or accommodation provider and You have not taken reasonable steps to obtain one either;</li> <li>• deductions will be applied for depreciation (wear and tear) as explained in Section E.</li> </ul>
Section F	<p><b>Personal Liability Cover</b> Covers Your liability if You damage someone’s property or cause them Injury.</p>	<ul style="list-style-type: none"> <li>• You intentionally incurring any liability;</li> <li>• Injury to any person who is a member of Your family, a Close Relative, a Travelling Companion or any person under a contract of service or apprenticeship with You;</li> <li>• any damage or Injury involving: <ul style="list-style-type: none"> <li>a) mechanically propelled vehicles (including scooters), aircraft (including drones), hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);</li> <li>b) firearms</li> <li>c) animals (other than horses and domestic pets).</li> </ul> </li> </ul>
Section G	<p><b>Rental Vehicle Excess Cover</b> Provides cover for the excess for which You would be liable to pay when You hire a Rental Vehicle and Your Rental Vehicle is:</p> <ul style="list-style-type: none"> <li>a) damaged in a motor vehicle collision; or</li> <li>b) damaged by fire; or</li> <li>c) maliciously damaged; or</li> <li>d) stolen;</li> </ul> <p>on board the Ferry whilst in Your control or custody.</p>	<ul style="list-style-type: none"> <li>• the rental of trucks, mini buses, buses, trailers, caravans, campervans, motorcycles, mopeds, motorbikes, motor homes, scooters or bicycles;</li> <li>• the operation of the Rental Vehicle which violates the terms of the Rental Agreement;</li> <li>• costs where You are not a nominated driver or specified driver under the Rental Agreement;</li> <li>• costs where You do not have an appropriate and a valid driving licence giving You legal rights to drive;</li> <li>• anyone who is not a Covered Person;</li> </ul>

		<ul style="list-style-type: none"><li>• costs where You have not paid for the comprehensive vehicle insurance option on the Rental Vehicle.</li></ul>
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## Schedule of Benefits

Please note that all amounts quoted are in New Zealand dollars.

Section	Cover	Domestic One-Way Trip	Domestic Return Trip
Section A	<b>a. Trip Cancellation and Amendment Cover (section limit)</b>	Up to \$2,500	Up to \$2,500
	b. Travel agent commission (sub-limit)	Up to 15% or \$500, whichever is the lesser	Up to 15% or \$500, whichever is the lesser
	c. Additional travel and accommodation expenses (sub-limit)	Up to \$500	Up to \$500
Section B	<b>Accidental Death Cover</b>	Adult	Adult
	1. Accidental Death due to Injury arising during the Trip	\$25,000	\$25,000
	2. Accidental Death due to disappearance while travelling as a passenger on Kiwirail Transport		
3. Accidental Death due to exposure while travelling as a passenger on Kiwirail Transport			
Section C	<b>Trip Delay Cover</b>		
	Delayed, cancelled, overbooked or missed onward Kiwirail Transport	Up to \$500 after, 4 hours	Up to \$500, after 4 hours
Section D	<b>Personal Baggage Delay Cover</b> Delay of Personal Baggage checked-in on Kiwirail Transport	Up to \$1,000, after 8 hours	Up to \$1,000, after 8 hours
Section E	<b>Personal Baggage, Valuables, Money and Travel Documents Cover (section limit)</b>	Up to \$10,000	Up to \$10,000
	a. Travel Documents (sub-limit)	Up to \$1,000	Up to \$1,000
	b. Money (sub-limit)	Up to \$250	Up to \$250
	c. Maximum total of all Valuables (including sub-limits i. to iii.);	Up to \$5,000	Up to \$5,000

	i. One (1) Smartphone (sub-limit);	Up to \$1,500	Up to \$1,500
	ii. One (1) laptop (sub-limit);	Up to \$2,500	Up to \$2,500
	iii. One (1) camera (including lenses and accessories) (sub-limit);	Up to \$2,500	Up to \$2,500
	d. any other single item or Pair or Set of items (sub-limit).	Up to \$2,500	Up to \$2,500
	e. Waterborne Craft	Up to \$150	Up to \$150
Section F	<b>Personal Liability Cover</b>	Up to \$1,000,000	Up to \$1,000,000
Section G	<b>Rental Vehicle Excess Cover</b>	Up to \$2,500 whilst on board Ferry only	Up to \$2,500 whilst on board Ferry only

## Section A - Trip Cancellation and Amendment Cover

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Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan provided.

### What We Cover

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If during the Period of Insurance, You have a necessary and unavoidable Cancellation, Curtailment or Trip Change due to one of the following unforeseen specified Events:

1. You or Your Travelling Companion, as confirmed in writing by a treating Doctor, being unfit to begin or continue Your Trip due an Injury, suffering an unforeseen Illness or dying before or during Your Trip;
2. Your paid transport has been cancelled by your transport provider as a result of:
  - a. Adverse Weather (including a Natural Disaster); provided that there had been no reporting in the media or notice displayed on Our website, prior to the Issue Date on Your Certificate of Insurance, that any such Event had occurred or was likely to occur;
3. Your Close Relative, or a Close Relative of a Travelling Companion, where the Close Relative:
  - a. is seventy-nine (79) years of age or younger at the Issue Date on Your Certificate of Insurance; and
  - b. is a Resident of New Zealand;having an Injury, suffering an unforeseen Illness (as confirmed in writing by a treating Doctor) or their death (as confirmed by a death certificate) before or during Your Trip;
4. Your redundancy which qualifies for redundancy payments under current legislation;
5. You being in the New Zealand armed services (military, naval or air service) or emergency services (police, fire, ambulance) and Your leave is revoked;
6. You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;
7. there is a Natural Disaster, or a Natural Disaster has recently happened or is reasonably expected to happen at Your Trip destination provided that there had been no published official warning, before the Issue Date on Your Certificate of Insurance, that any such Event had occurred or was likely to occur;
8. a Natural Disaster or the imminent risk of one at Your Home in New Zealand. The New Zealand government or a New Zealand government agency (such as National Emergency Management Agency or local-based equivalent) must have issued an official warning of the Natural Disaster or the imminent risk of one;

We will pay up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits for:

- a. the non-refundable and unused:
  - i. deposits that You have paid in advance;
  - ii. excursion costs that You have paid in advance;
  - iii. travel and accommodation costs that You have paid in advance;
- b. the non-refundable travel agents' commission.
- c. any other reasonable additional travel or accommodation expenses for a Trip Change or Curtailment.

However, where You have incurred both additional travel or accommodation expenses as well as forfeited expenses, only the greater of each expense is payable under this Policy.

For example, if You forfeit accommodation for a particular night, but also incur expense of accommodation for the same night, only the highest amount will be payable.

### **Terms and Conditions applicable to Trip Cancellation and Amendment Cover**

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1. Claims for Injury or Illness will require confirmation in writing by a treating Doctor confirming You or Your Traveling Companion are unfit to begin or continue Your Trip as a result of Injury or Illness. If a written confirmation is not provided, You must provide evidence that You have taken reasonable steps to obtain the written confirmation, such as emails, call logs or other reasonable evidence.
2. Claims for death will require death certificate confirming death. If a death certificate is not provided, You must provide evidence that You have taken reasonable steps to obtain the death certificate, such as emails, call logs or other reasonable evidence.
3. Where the purchase of an airplane, ship, bus or train ticket (or part thereof) was done so using Nautical Dollars, membership rewards points or similar points and the loss of such points cannot be recovered from any other source (within a reasonable timeframe and after reasonable efforts have been made to seek recovery), We will calculate the loss by using the retail price associated with the travel provider of the issued ticket at the time the ticket was purchased.
4. You must take reasonable steps to recover any refund, credit note or voucher You are entitled to. Where You have received or been offered a refund, credit note or voucher for the cost of a booking, whether partially or in full, the amount offered or received is to be considered refundable. You are only eligible for cover under this cover section for non-refundable and unused costs.

### **Exclusions applicable to Trip Cancellation and Amendment Cover**

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**Please also refer to the General Exclusions applicable to All Sections within this Policy.**

We will not pay for or reimburse any costs arising from or relating to:

1. You or any other person having a change in mind and deciding not to start a Trip, continue with the Trip or any other disinclination to travel;
2. Pre-Existing Medical Conditions (whether Yours, Your Travelling Companion's or a Close Relative's) except when You make a Cancellation, Curtailment or Trip Change due to the death of a Travelling Companion or Close Relative and provided the death was not as a result of a Terminal Illness;
3. the death, Injury, unforeseen Illness of any Close Relative who is eighty (80) years of age or older at the Issue Date on Your Certificate of Insurance;
4. Close Relatives who are not Resident(s) of New Zealand;
5. costs where a refund, credit-note or voucher has been received or offered for the cost of the booking;
6. additional costs incurred due to Your failure to notify the carrier or travel agent as soon as reasonably possible that Your Trip is to be Cancelled or Curtailed;
7. any government regulation, conditions, prohibition or restriction, including but not limited to:
  - a. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip;
  - b. mandatory quarantine (except where You have a valid Trip Change or Curtailment claim under specified Event 1 of Section A and incur reasonable additional travel or accommodation expenses resulting from the quarantine);
  - c. border closures and/or government travel advisories;
8. where You do not meet the vaccination protocols required by a transport provider, or the New Zealand Government, before they allow You to board the paid transport;

9. Your failure to check-in at the required time for any flight, sea crossing, train or bus journey which is within Your control;
10. Cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the New Zealand armed services (military, naval or air service) or emergency services (police, fire, ambulance) and the expense or cost was incurred as a result of Your leave being revoked;
11. travel or accommodation costs for anyone that is not a Covered Person;
12. Your financial circumstances or any contractual or business obligation;
13. the failure of Your travel agent to pass on monies to operators or to deliver promised services;
14. a cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence (such as failed booking) of a wholesaler or operator;
15. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, transport provider or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
16. any circumstances that were foreseeable, avoidable, unnecessary or within Your control:
  - a. before the Issue Date on Your Certificate of Insurance in the case of a claim for Cancellation, or
  - b. before the Start Date on Your Certificate of Insurance in the case of a claim for Curtailment or Trip Change.

## Section B - Accidental Death Cover

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Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan provided.

### What We Cover

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#### 1. Accidental Death due to Injury arising during the Trip

If during the Period of Insurance and whilst an Adult is on a Trip, the Adult suffers an Injury that results in the Adult's Accidental Death within twelve (12) months of the date of the Injury, We will pay the Adult's estate the applicable benefit amount for an Adult up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

#### 2. Accidental Death due to disappearance while travelling as a passenger on Kiwirail Transport

If during the Period of Insurance and whilst an Adult is on a Trip, the Adult disappears due to the disappearance, sinking or wrecking of the Kiwirail Transport on which the Adult was travelling, and the Adult's body has not been found within twelve (12) months, the Adult will be deemed to have died at the time of the Adult's disappearance and We will pay the applicable benefit amount for an Accidental Death for an Adult up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

#### 3. Accidental Death due to exposure while travelling as a passenger on Kiwirail Transport

If during the Period of Insurance and whilst an Adult is on a Trip, the Adult sustains an Injury due to exposure to excessive weather conditions that results in the Adult's Accidental Death, due to the disappearance, sinking or wrecking of the Kiwirail Transport on which the Adult was travelling on, We will pay the applicable benefit amount for an Accidental Death for an Adult up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

### Terms and Conditions applicable to Accidental Death Cover

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1. We will only pay benefits under this Section with respect to Adults.
2. We will only pay one benefit type (1-3 in the Schedule of Benefits) for each Event, even if multiple benefit types apply.
3. Benefits will be paid in New Zealand dollars to Your estate.
4. Claims for Accidental Death will require a death certificate confirming the cause of death. In the case of disappearance on Kiwirail Transport, a Covered Person or Your legal representative must provide reasonable evidence that the Adult's body was not found within 12 months.

### Exclusions applicable to Accidental Death Cover

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**Please also refer to the General Exclusions Applicable to All Sections within this Policy.**

We will not pay for or reimburse any costs arising from or relating to:

1. the Accidental Death, disappearance or exposure of a person that is not an Adult;
2. death caused by Illness, a Pre-Existing Medical Condition or natural causes

## Section C - Trip Delay Cover

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Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan provided.

### What We Cover

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#### **Delayed, cancelled, overbooked or missed onward Kiwirail Transport**

If during the Period of Insurance and while on Your Trip, Your Kiwirail Transport is:

- a) delayed or cancelled for four (4) hours or more; or
- b) You are denied boarding of the Kiwirail Transport due to over-booking, and no alternative Kiwirail Transport is made available to You within four (4) hours of the scheduled departure time of Kiwirail Transport; or
- c) Your onward connecting Kiwirail Transport is missed at the transfer point due to the late arrival of Your incoming connecting Kiwirail Transport, and no alternative onward Kiwirail Transport is made available to You within four (4) hours of the actual arrival time of the incoming Kiwirail Transport;

We will reimburse You for additional hotel accommodation (room-only), meals and toiletries incurred during this delay up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

#### **Terms and Conditions applicable to Trip Delay Cover**

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1. In the event of a claim, You must provide Us with invoices and/or receipts and written confirmation from Kiwirail of the period of delay.
2. We will deduct all credits, refunds and allowances provided or offered to You by the transport provider or carrier from the amount we pay or reimburse.

#### **Exclusions applicable to Trip Delay Cover**

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**Please also refer to the General Exclusions Applicable to All Sections within this Policy.**

We will not pay for any costs arising from or relating to:

1. any other person that is not a Covered Person;
2. where a claim has been paid under any other section of this Policy for the same Event;
3. any delay or cancellation of a Kiwirail Transport as a result of COVID-19.

## Section D – Personal Baggage Delay Cover

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Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan provided.

### What We Cover

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#### Delay of Personal Baggage checked-in on Kiwirail Transport

If during the Period of Insurance and while on Your Trip, Your accompanying Personal Baggage which is checked in on the Kiwirail Transport is not made available to You within eight (8) hours of Your arrival at the scheduled destination point, We will reimburse You for the purchase of essential emergency clothing and toiletries up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

There is no cover under this section for loss arising from Personal Baggage delay when checked-in on the Kiwirail Transport that returns You Home.

#### Terms and Conditions applicable to Personal Baggage Delay Cover

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1. In the event of a claim, You must provide Us with invoices and/or receipts.
2. Claims for lost or delayed Personal Baggage must be reported to Kiwirail and a written confirmation (such as a luggage incident report) obtained where reasonably possible. If a written confirmation from Kiwirail is not provided, You must provide evidence that You have taken reasonable steps to obtain a report, such as emails, call logs or other reasonable evidence. A copy of any written confirmation obtained from Kiwirail must be supplied to Us together with the following information:
  - a. full details of the Kiwirail Transport (Kiwirail Transport numbers, departure Ferry terminal/railway station/bus station, destination, scheduled arrival times and arrival Ferry terminal/railway station/bus station);
  - b. details of the delay or loss incurred; and
  - c. full details of expenses for which reimbursement is claimed.
3. We will deduct all credits, refunds and allowances provided or offered to You by the transport provider or carrier from the amount We pay or reimburse.

#### Exclusions applicable to Personal Baggage Delay Cover

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**Please also refer to the General Exclusions Applicable to All Sections within this Policy.**

We will not pay for or reimburse any costs arising from or relating to:

1. the confiscation or requisition by any customs agency or other government authorities;
2. the purchase of clothing and toiletries which are not essential for emergency use and are not necessary for Your Trip;
3. any lost or delayed Personal Baggage where a written confirmation (such as a luggage incident report) is not provided and where You are unable to provide evidence that You have taken reasonable steps to obtain one. Such evidence includes emails and call logs to the transport provider or other reasonable evidence;
4. Personal Baggage delay on the leg of the Kiwirail Transport that returns You Home;
5. any costs that relates to any other person for which You have paid for that is not a Covered Person;
6. where a claim has been paid under any other section of this Policy for the same Event.



## Section E - Personal Baggage, Valuables, Money and Travel Documents Cover

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Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan provided.

### What We Cover

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If during the Period of Insurance and whilst on Your Trip You:

1. Personal Baggage, Valuables or Travel Documents are accidentally damaged or destroyed; or
2. Personal Baggage or Travel Documents are lost or stolen when they have been checked in or stowed in the luggage hold of an airplane, ship, bus or train, where You had no access to that Personal Baggage until the end of the transport; or
3. Personal Baggage, Valuables, Money or Travel Documents are lost or stolen when they have been stowed in a specially designated area (such as overhead compartment, luggage rack or hotel storage room) on an airplane, ship, bus or train transport or with an accommodation provider; or
4. Personal Baggage, Valuables, Money or Travel Documents are stolen from Your locked accommodation (excluding motor vehicle accommodation) where the accommodation was reasonably able to be locked; or
5. Personal Baggage (excluding Valuables or Money) or Travel Documents left Unattended are stolen from a motor vehicle, where:
  - a. items were locked out of sight in a Secure Area and
  - b. Forcible Entry has been used by an unauthorised person to gain entry to the vehicle and
  - c. evidence of such Forcible Entry is available; or
6. Personal Baggage, Valuables, Money or Travel Documents which are:
  - a. carried by You; or
  - b. under Your observation and within three (3) metres of You;are lost or stolen;

We will do one of the following:

- pay You the reasonable costs for the item to be repaired if it is practical and economic for the item to be repaired;
- if it is not practical and economic to repair the item, We will pay You the lesser of:
  - i. the original purchase price of the item minus depreciation (wear and tear); or
  - ii. the current replacement cost of the item with the same or nearest type if the item is available (i.e. make and model);

up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

### Terms and Conditions applicable to Personal Baggage, Valuables, Money and Travel Documents Cover

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1. Any payment will be based on the item's depreciated value, repair cost (to the condition before the loss) or current replacement cost, as outlined directly above.
2. You must take all reasonable precautions for the safety and supervision of Your Personal Baggage, Valuables, Money and Travel Documents.
3. Any claims to a Pair or Set, if You agree to surrender the undamaged item(s) of the Pair or Set to Us and We agree to accept them, We will pay You the current replacement cost of the entire Pair or Set. If You do not agree to surrender the undamaged items, We will only be liable for the value of that part of a Pair

or Set which has been lost, stolen, damaged or destroyed. For example, if one earring is stolen We will only pay 50% of the cost of replacement earrings.

4. If We ask, You must send to Us any damaged or undamaged items and pay for postage.
5. Theft of Personal Baggage (excluding Valuables or Money) or Travel Documents left Unattended in a motor vehicle is subject to the following:
  - a. items must be locked out of sight in a Secure Area; and
  - b. Forcible Entry must have been used by an unauthorised person to gain entry to the vehicle; and
  - c. evidence of such entry is available.
6. To support all claims, You must supply the item's original purchase receipt or invoice or an alternative written or printed proof of the purchase price or value.
7. You must report loss, theft or criminal damage to the:
  - a. local police; or
  - b. appropriate issuing authority (in the case of Travel Documents),and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to report the loss, theft or criminal damage including details of the time and place You made the report, and the name and contact details of who You reported the loss, theft or criminal damage to (to the extent such details are within Your power to provide).
8. Claims for damaged items in transit must be reported to the carrier, tour, transport or accommodation provider and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to obtain a report, such as emails, call logs or other reasonable evidence to the travel or accommodation provider.
9. Benefits will not be payable under more than one section or benefit of this Policy as a result of one Event. We will, however, pay the benefit type with the highest benefit amount.

### **Depreciation applicable to Personal Baggage, Valuables, Money and Travel Documents Cover**

We will apply depreciation (and wear and tear) in determining the value of Your Personal Baggage and Valuables as specified in the table below.

Depreciation considers an item's age, damage or change that is caused to an item when its being used normally. Depreciation will be calculated from the date of purchase of the item until the date of the claimable Event, based on the original purchase price.

For example: If You purchased a Smartphone for \$1,000, went on a Trip and the Smartphone was stolen, We will calculate the number of months between the date You purchased Your Smartphone and the claimable Event date. Suppose the number of months is 6, We will calculate the depreciation as follows:

- c) purchase price – depreciation = amount payable
- d) Number of months = 6
- e) 6 multiplied by depreciation for Smartphone of 2.5% = 15%
- f) Depreciation: \$1,000 multiplied by 15% = \$150
- g) Amount payable for Your stolen Smartphone: \$1,000 - \$150 = \$850

## Depreciation Table

Items	Deduction for each month of age of the item at the time of Event	Maximum Applicable Depreciation
Electronic equipment	2.5%	65%
Camera (including lenses and accessories)	2.5%	65%
Sunglasses	1.5%	65%
Smartphone	2.5%	65%
Laptop	2.5%	65%
Jewellery	0%	0%
Sports equipment	2.0%	65%
Cosmetics	2.5%	65%
Clothing	1.9%	65%
Other personal items	1.5%	65%

### **Exclusions applicable to Personal Baggage, Valuables, Money and Travel Documents Cover**

**Please also refer to the General Exclusions Applicable to All Sections within this Policy.**

We will not pay for or reimburse any costs arising from or relating to:

1. any items loaned, hired or entrusted to You;
2. loss, theft, criminal damage where there is insufficient evidence that You have taken reasonable steps to report the incident to the local police or appropriate issuing authority (in the case of Travel Documents). Such evidence includes details of the time and place You made the report, and the name and contact details of who You reported the loss, theft or criminal damage to (to the extent such details are within Your power to provide);
3. damaged items in transit where a written report from the carrier, tour, transport or accommodation provider is not provided and where You are unable to evidence that You have taken reasonable steps to obtain a written report from the carrier, tour, transport or accommodation provider. Such evidence includes emails and call logs to the carrier, tour, transport or accommodation provider or other reasonable evidence;
4. theft from a Travelling Companion, Close Relative or any person You have given consent to visit You, stay or travel with You;
5. furniture, furnishings or household appliances;
6. electrical or mechanical breakdown of items;
7. items left Unattended in a Public Place (unless You have no option other than to leave the items Unattended due to an emergency medical, security or evacuation situation);
8. Valuables and Money left Unattended in a motor vehicle;
9. Personal Baggage or Travel Documents left Unattended and which are stolen from a motor vehicle if the items have not been locked in the Secure Area (unless You have no option other than to leave the

Personal Baggage or Travel Documents Unattended and not locked in a Secure Area due to an emergency medical, security or evacuation situation);

10. Valuables or Money within Your Personal Baggage checked in or stowed in the luggage hold of an airplane, ship, bus or train;
11. atmospheric or climatic conditions, wear and tear (damage that naturally and inevitably occurs as a result of normal wear or ageing), vermin, insects, rodents or any process of cleaning, repairing, restoring or alteration;
12. any business goods or specialised equipment relating to a trade or profession;
13. the confiscation or destruction by order of any government or public authority;
14. any items sent under the provisions of any freight contract, postal, courier or similar service;
15. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel or motor vehicle;
16. any sporting equipment, bicycles, surfboards or waterborne craft (including their ancillary equipment) of any description. This exclusion does not apply where such items are lost, stolen, accidentally damaged or destroyed while in the custody of a transport provider;
17. any drones;
18. any motor vehicle, motor vehicle accessories or parts, motorised or propelled vehicles such as scooters, electric bicycles or golf buggies;
19. shortages, errors, omissions, depreciation in value in respect of Money and Travel Documents;
20. any bonds, coupons, gift cards, stamps, vouchers, warranties, pre-loaded or rechargeable cards including but not limited to phone, debit or stored value cards;
21. loss of Money or Valuables from Your accommodation unless evidence is available of unauthorised entry to Your accommodation; for example: evidence of Forcible Entry, key entry recording or CCTV footage;
22. any of the following: animals or plant life, antiques and historical artefacts, securities or documents of any kind other than those within the definition of Money and Travel Documents, china, consumable or perishable items, contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, pictures, photos;
23. costs where a claim has been paid under any other section within this Policy for the same Event;
24. lost or stolen cryptocurrency;
25. loss of any electronic data or software.

## Section F - Personal Liability Cover

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Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan provided.

While ACC provides financial compensation and support for personal injuries to citizens, residents, and temporary visitors in New Zealand, this policy provides additional cover for situations not covered by ACC on the terms set out below. It is important to note that where there is ACC cover, no civil claim for compensation can be made against the other party.

### What We Cover

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If during the Period of Insurance and while on a Trip, You become unintentionally legally liable to pay compensation to someone (other than a member of Your family, a Close Relative or a Travelling Companion) as a result of:

- a) an Injury or death to that person; or
- b) accidental physical damage or loss to someone else's tangible property;

We will pay or reimburse costs up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits for:

- a) Your legal costs;
- b) damages that are recoverable from You;
- c) costs that are incurred with Our consent (which will not be unreasonably withheld or delayed);
- d) costs for legal representation at any coroner's inquest or fatal accident inquiry or in a court of summary jurisdiction.

### Terms and Conditions applicable to Personal Liability Cover

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1. You must not admit liability, negotiate, make any promise, payment or settlement without Our prior written consent (which will not be unreasonably withheld, delayed or conditioned).
2. You must as soon as You receive them, send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that relates to, or may give rise to, liability.
3. We may at any time make full and final settlement of any claim at Our cost up to the maximum limit as shown in the Schedule of Benefits pursuant of this Personal Liability Cover. If We do so, We will have no further liability in respect of such Event or Events except for the payment of costs and expenses incurred prior to the date of settlement.
4. We may make any investigation We deem reasonably necessary.

### Exclusions applicable to Personal Liability Cover

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**Please also refer to the General Exclusions Applicable to All Sections within this Policy.**

We will not pay for or reimburse any costs arising from or relating to:

1. You intentionally incurring any liability;
2. Injury to any person who is a member of Your family, a Close Relative or Your Travelling Companion or under a contract of service or apprenticeship with You;
3. loss of or damage to any material property belonging to You or in Your care, custody or control or belonging to a member of Your family, a Close Relative or Your Travelling Companion or anyone under a contract of service or apprenticeship with You. This does not apply to loss of or damage to buildings and their contents temporarily occupied by You during a Trip;

4. liability You incur under a contract or agreement which You would not have in the absence of such contract or agreement;
5. any unlawful, wilful or malicious act by You and including any assault and/or battery committed by You;
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty;
7. liability arising out of the transmission of a sexually transmittable disease or passing on an illness, virus or disease to another person;
8. liability arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - a. mechanically propelled vehicles (including scooters), aircraft (including drones), hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
  - b. firearms;
  - c. animals (other than horses and domestic pets);
9. injury or loss of or damage to material property arising directly or indirectly from:
  - a. the ownership possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
  - b. the carrying on of any trade, business or profession;
10. liability arising from Excluded Sports and Activities;
11. liability arising from Snow Sports;
12. liability arising from the negligent supervision or vicarious liability for the acts of a minor;
13. any criminal charges or proceedings taken against You whether You are actually convicted or not.

## Section G - Rental Vehicle Excess Cover

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Please refer to the Schedule of Benefits within this Policy to confirm the cover and limits for the plan provided.

### What We Cover

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If during the Period of Insurance and while on a Trip, You hire a Rental Vehicle for which You have paid for the comprehensive vehicle insurance option on the Rental Vehicle for the duration of the rental and period, and whilst Your Rental Vehicle is on board the Ferry, Your Rental Vehicle is:

- a) damaged in a motor vehicle collision; or
- b) damaged by fire; or
- c) maliciously damaged; or
- d) stolen;

whilst in Your control or custody, We will pay or reimburse You the lesser of:

- i. the Rental Vehicle Deductible You would be required to pay as part of the Rental Agreement; or
- ii. the Rental Vehicle damage;

that You become liable to pay under the Rental Agreement, up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

### Terms and Conditions applicable to Rental Vehicle Excess Cover

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1. You must be the nominated driver or specified driver under the Rental Agreement.
2. You must have a valid international driving licence or a driver's licence that permits You to legally drive the Rental Vehicle.
3. You have paid for comprehensive vehicle insurance on the Rental Vehicle for the duration of the rental period that is within the Period of Insurance.
4. Cover will take effect from the time the Rental Vehicle is driven on board the Ferry and will cease at the time the Rental Vehicle is driven off the Ferry.
5. You must follow the Ferry's vehicle check-in procedure when driving Your Rental Vehicle to board the Ferry.
6. Claims will not be paid in respect of expenses to the extent that they are assumed, waived or paid by the Rental Company or its insurers.
7. In the event You have a claim, You must provide a copy of:
  - a. Your Rental Agreement;
  - b. an incident report that was completed by the Ferry operator;
  - c. evidence confirming the Rental Vehicle Excess You are required to pay as part of Your insurance claim under the Rental Agreement; and
  - d. an itemised list of Rental Vehicle damage costs that You are liable to pay under the Rental Agreement (if applicable), including any repair quote.
8. Losses will not be paid in respect of any property or expenses insured under another policy or any claim, which should be recoverable under any other insurance.

### Exclusions applicable to Rental Vehicle Excess Cover

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**Please also refer to the General Exclusions Applicable to All Sections within this Policy.**

We will not pay for or reimburse any costs arising from or relating to:

1. damages or injuries to a third-party vehicle or person;
2. any loss or damage to the Rental Vehicle other than those that occur whilst on board the Ferry;
3. the rental of trucks, mini buses, buses, trailers, caravans, campervans, motorcycles, mopeds, motorbikes, motor homes, scooters or bicycles;
4. use of the Rental Vehicle in, or in training for, racing competitions, trials, rallies or speed testing;
5. loss or damage arising from operating the Rental Vehicle in violation of the terms of the Rental Agreement;
6. if You have driven Your Rental Vehicle to board the Ferry in contradiction to the Ferry's vehicle check-in procedure;
7. where You are not a nominated driver or specified driver under the Rental Agreement;
8. where You do not have an appropriate and a valid driving licence giving You legal rights to drive;
9. anyone who is not a Covered Person;
10. any administration costs, petrol, loss of use penalties or fines;
11. atmospheric or climatic conditions, wear and tear (damage that occurs naturally and inevitably as a result of normal wear and ageing), vermin, insects, rodents or any process of cleaning, repairing, restoring or alteration;
12. any damage that results in You filling the vehicle with inappropriate petrol or diesel that is not specified by the manufacturer;
13. any pre-existing damage.



## General Exclusions Applicable to All Sections

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We will not cover losses, pay or reimburse any costs, under any section of this Policy which are recoverable from any other source, or arising from:

1. You or any other person having a change in mind and deciding not to start a Trip, continue with the Trip or any other disinclination to travel;
2. circumstances when after the Issue Date on Your Certificate of Insurance, You start a Trip against the following advice:
  - i. when the New Zealand Government or a New Zealand government agency (such as Civil Defence) have issued a travel advisory warning, advising You to 'Do Not Travel' or that borders are closed, for the destination You planned to travel to. Please refer to [who.int](http://who.int), [civildefence.govt.nz](http://civildefence.govt.nz) or other government sites for further information. This exclusion applies even if You have been granted a travel exemption by the New Zealand Government or a New Zealand government agency (such as Civil Defence) to travel; or
  - ii. when a Doctor has deemed You unfit to travel.
3. any Pre-existing Medical Conditions;
4. You, a Travelling Companion's or Close Relative's Terminal Illness which was diagnosed before the Issue Date on Your Certificate of Insurance;
5. where You:
  - a. have not started Your Trip in New Zealand; and/or
  - b. have not purchased Your Policy prior to Your Trip commencing;
6. circumstances where You are unfit to travel if You knew, or a reasonable person in Your circumstances would have known, that You were unfit to travel whether or not You had sought medical advice;
7. being under the influence of alcohol, where You have a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or at all other times having recorded a blood alcohol concentration (BAC) greater than 0.10%;
8. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor and taken in accordance with the prescription and Doctors' advice but is not for the treatment of addiction to illegal drugs;
9. Your intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof;
10. Your participation, involvement or taking part in Excluded Sports and Activities while on a Trip;
11. any reckless misconduct or wilful or malicious act committed by You;
12. participation in a sporting event where any participant receives, or is eligible to receive, an appearance fee, wage, salary or prize money in excess of \$1,000. Participation includes training for, coaching or otherwise competing in that sporting event;
13. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
14. any costs with respect to Cuba;
15. declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the injury occurs shall not be deemed an act of war;

16. service in the military, naval or air service of any country except New Zealand where cover applies for Cancellation, Curtailment or Trip Change under Section A – Trip Cancellation and Amendment Cover (specified Event number 4);
17. participation in any military, police or fire-fighting activity;
18. activities undertaken as an operator or crew member of any transport provider;
19. flying in military aircraft or any aircraft which requires special permits or waivers;
20. air travel for a business purpose on a Non-Scheduled Flight;
21. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries. This exclusion does not apply to any Covered Person who is not the perpetrator of any such illegal act, or who did not know of or condone any such act;
22. direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination;
23. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, transport provider or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
24. an act of Terrorism;
25. any loss of enjoyment or any financial loss not specifically covered within this Policy;
26. any loss which is recoverable by compensation under any other workers compensation act, transport accident laws or any other similar legislation or by Government sponsored fund, plan, medical benefit scheme required to be affected by or under a law, including the Accident Compensation Act 2001;
27. an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses (or arising directly or indirectly from these) or the threat, or perceived threat, of any of these. However this exclusion does not apply to COVID-19;
28. any costs in relation to You being required to be quarantined except where You have a valid Trip Change or Curtailment claim under Section A - Trip Cancellation and Amendment Cover and incur reasonable additional travel or accommodation expenses resulting from the quarantine;
29. You are riding a motorcycle:
  - a) without wearing a helmet (either as a driver or a passenger);
  - b) as a driver without being licensed in both New Zealand and in the country of travel to drive such a motorcycle;
  - c) whilst racing or participating in a professional capacity or motocross;
30. pregnancy in the following circumstances:
  - a) for any past medical condition(s) relating to a previous pregnancy or if You have experienced pregnancy complications prior to the Issue Date on Your Certificate of Insurance;
  - b) for any costs arising from or relating to Your pregnancy after the end of the 23rd week of Your pregnancy, which is calculated from the last known date of Your menstrual period or calculated from staging ultrasound and is not otherwise excluded within this Policy;
31. any costs in respect to;

- a) Your participation, involvement or taking part in Snow Sports;
  - b) You travelling on a Cruise.
32. any benefit that if paid would result in Our contravening the laws of New Zealand, including the Insurance (Prudential Supervision) Act 2010, Life Insurance Act 1908 or any amendment to, or consolidation or re-enactment of, those Acts, or the general insurance licence granted to us by the Reserve Bank of New Zealand.

## How do I make a claim?

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Making a claim is quick and easy: in 4 steps You can submit Your claim online by visiting the Chubb Claims Centre [www.chubbclaims.com/ace/nz-en/welcome.aspx](http://www.chubbclaims.com/ace/nz-en/welcome.aspx).

### What will I need to submit a claim online?

You (or Your representative) will need to provide:

1. Your Policy number as shown on Your Certificate of Insurance, which enables Us to verify Your Policy details. If You cannot locate Your Policy number, please call **0800 422 346**.
2. Your email address.
3. Your contact information, which allows Us to give You real-time updates on Your claim status or contact You for additional information.
4. Supporting documents. The documents reasonably required vary based on claim type, but may include any relevant:
  - a) medical or doctors' reports;
  - b) receipts or other proof of expenses;
  - c) reports that have been obtained from the police, accommodation provider or transport provider (including an airline) about the loss, theft or damage;
  - d) photographs or quotes. Please attach these to Your online submission to expedite assessment;
  - e) additional evidence that We may reasonably request and which is in Your control to enable Us to assess Your claim; and
  - f) intended payee information, which allows Us to quickly make approved payments.

### What should I do before I submit a claim?

1. Take all reasonable steps to mitigate any further losses or unnecessary expenses, including notifying Us as soon as practically possible, if You anticipate additional accommodation or travel expenses;
2. Claims for loss, theft or criminal damage must, unless not reasonably possible, be reported to the local police and a written report obtained of the incident occurring. If it is not reasonably practical to obtain a written report, You must provide reasonable evidence in support of why a report cannot be obtained, such as emails, call logs to the local police demonstrating Your attempt to obtain the report.

### When should I notify Chubb of my claim?

You should notify Us as soon as reasonably practicable of an Event which is likely to give rise to a claim under this Policy.

### Will I need to undertake a medical examination?

If required and to enable Us to confirm if some of the benefits sections within the Policy respond or continue to respond to an Event, We may need to arrange for You to undertake a medical examination at Our expense when and as often as We may reasonably require.

### Can I claim under this Policy if I can claim for the same expense under another insurance Policy e.g. my private health insurance?

If You wish to submit Your claim under this Policy, please advise Us if You have already made a claim under any other insurance policies or tell Us if You have any insurance policies in place which might respond to Your loss. As a general rule, the amount You can recover for Your expenses under this Policy or any other policies cannot exceed Your expenses.

**Can I claim expenses that I have incurred in obtaining evidence to submit with my claim?**

No, expenses incurred by You in obtaining evidence for Us to assess Your claim cannot be claimed as an expense under this Policy. These expenses are payable by You.

**Can I admit liability if an Event occurs which may give rise to a claim?**

No, You (or Your legal representative) should not make any offer, promise of payment or admit any liability without written consent from Us. You should request the claim against You be put in writing.

**Do I need to help Chubb make recoveries for any amounts paid under the Policy?**

Yes, You may need to help Us to make recoveries of any amounts that We pay You under Your Policy. We have the right to sue under any other party in Your name to recover money payable or paid under the Policy, or to choose to defend any action brought against You. You must provide reasonable assistance to Us in this regard.

**How long will it take for my claim to be assessed?**

Once all evidence to support Your claim has been submitted, if We approve Your claim, We will settle Your claim within 10 business days.

If We are unable to make a decision within that time, We will explain why. We will tell you how long We expect it will take to make a decision and We will update You once every 20 business days (or another interval as agreed with You) until Your claim is resolved. Some reasons that may take longer to process:

- a. Your claim is fraudulent, or We reasonably suspect it is fraudulent;
- b. You do not respond to Us; or
- c. We have difficulty communicating with You about Your claim due to circumstances beyond Our control.

**If my claim is approved, how long will it take for me to receive payment?**

Once We have approved Your claim, if there is an associated payment due to You, We will issue the payment within five (5) business days.

**If I die, will my estate be able to claim under the Policy?**

Yes, if Your Policy provides cover in the event of Your death, Your estate will be able to make a claim under the Policy.

**I don't have internet access / an email address to submit my claim online; can I still submit a claim?**

Yes, however this may increase the time taken to assess Your claim. You can call Us on 0800 422 346 to request a claim form to be mailed out to You which can then be mailed back to Us. Hours of operation: 10:30am to 7pm Monday to Friday.

### About Chubb in New Zealand

Chubb is the world's largest publicly traded property and casualty insurer. Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers.

More information can be found at [www.chubb.com/nz](http://www.chubb.com/nz).

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