

# TRAVEL INSURANCE

## CANCELLATION AND LUGGAGE



STC TRAVEL

**POLICY WORDING**  
Effective 01 March 2020

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# About this Policy Wording

This Policy Wording sets out the cover available and the terms and conditions which apply. You need to read it carefully to make sure you understand the Policy Wording and that it meets your needs.

This Policy Wording, together with the Certificate of Insurance and any other document we tell you forms part of your Policy, make up your contract with Allianz Partners. Please retain these documents in a safe place.

## Understanding your policy and its important terms and conditions

To properly understand this policy's significant features, benefits and risks you need to carefully read:

- **"How to purchase this policy"** (page 9) – this contains important information on who can purchase the policy, age limits and the choice of Plans and cover types available to you;
- The benefit limits provided in the **"Table of benefits"** page 10, when We will pay a claim under each Policy Section (**"Your policy cover"** pages 16 to 21) and remember, certain words have special meanings – see **"Words with Special Meanings"** pages 5 to 7;
- **"Important matters"** (pages 11 to 15) – this contains important information on applicable Excesses, the period of cover and extensions of cover, the cooling-off period, our privacy notice, dispute resolution process, and more;
- When We will not pay a claim under each Policy Section applicable to the cover you choose (**"Your policy cover"** pages 16 to 21) and **"General exclusions applicable to all sections"** pages 22 to 25 (this restricts the cover and benefits); and
- **"Claims"** (pages 26 to 28) – this sets out certain obligations that you and we have. If you do not meet them we may refuse to pay a claim.

## Applying for cover

When you apply for the policy, we will confirm with you things such as the period of cover, your premium, what cover options and Excesses will apply, and whether any standard terms are to be varied (this may be by way of an endorsement).

These details will be recorded on the Certificate of Insurance issued to you.

This Policy Wording sets out the cover we are able to provide you with. You need to decide if the benefit limits, type and level of cover are appropriate for you and will cover your potential loss.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover of this Policy Wording.

## Your Duty of Disclosure

When you apply for insurance or alter this policy, you have a duty at law, to disclose to us all material facts. A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

Examples of information you may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction subject to the Criminal Convictions (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to us.

If you fail to comply with your Duty of Disclosure it may result in:

- this policy being avoided retrospectively with the effect that the policy never existed;
- this policy being cancelled;
- the amount we pay if you make a claim being reduced; or
- us refusing to pay a claim.

## About your premium

You will be told the premium payable for the policy when you apply. It is based on a number of factors such as your destination(s), length of Journey, number of persons covered, your age and any Additional Options selected. The higher the risk, the higher the premium is. Your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to your policy. These amounts are included on your Certificate of Insurance as part of the total premium.

## Cooling-off period

Even after you have purchased your policy, you have cooling-off rights (see page 11 of **"Important matters"** for details).

## Who is your insurer?

This policy is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Ave, Takapuna, Auckland 0622 and underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), ("Hollard"), Level 26, 188 Quay Street, Auckland 1010 (referred to as "us", "we" or "our").

## Change of Circumstances

During the period of insurance, you must tell us immediately of any material change in the circumstances surrounding the subject matter of this insurance that:

- increase the risk we are insuring, or
- alter the nature of the risk we are insuring.

Once you have told us, we may immediately change the terms of this policy, or cancel it. If you fail to tell us, we may apply these changes retrospectively from the date you ought to have reasonably told us.

# Words With Special Meanings

Some words and phrases used in this Policy Wording have a special meaning. When these words and phrases are used, they have the meaning set out below.

## **“Arise”, “Arises” or “Arising”**

means directly or indirectly arising or in any way connected with.

## **“Carrier”**

means an aircraft, vehicle, train, tram, vessel or other public transport operated under a licence for the purpose of transporting passengers. However, it does not mean a taxi.

## **“Concealed Storage Compartment”**

means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a sedan, station wagon, hatchback, van or motorhome.

## **“Epidemic”**

means a sudden development and rapid spreading of a contagious disease in a region where it developed in a simply endemic state or within a previously unscathed community.

## **“Excess”**

means the amount which you must first pay for each claim Arising from the one event before a claim can be made under your policy.

## **“Home”**

means the place where you normally live in New Zealand.

## **“Hospital”**

means an established hospital registered under any legislation that applies to it, that provides in-patient medical care.

## **“Individual”**

means you only and does not include any other person.

## **“Injure”, “Injured” or “Injury”**

means bodily injury caused solely and directly by violent, accidental, visible and external means, which happens at a definite time and place during your period of cover and does not result from any illness, Sickness or disease.

## **“Journey”**

means your journey from the time when you leave your Home to go directly to the place you depart from on your travels, and ends when you return to your Home.

**“Luggage and Personal Effects”**

means any personal items owned by you and that you take with you or buy on your Journey and which are designed to be worn or carried about with you. This includes items of clothing, personal jewellery, photographic and video equipment or personal computers, or electrical devices or portable equipment. However, it does not mean bicycles, watercraft of type (other than surfboards), cash, bank notes, currency notes, cheques, negotiable instruments or any business samples or items that you intend to trade.

**“Medical Adviser”**

means a qualified doctor of medicine or dentist registered in the place where you received the services.

**“Mental Illness”**

means any illness, condition or disorder listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, except for alcohol or substance abuse disorders.

**“Moped” or “Scooter”**

means any two-wheeled or three-wheeled motor vehicle with an engine displacement of not greater than 50cc.

**“Motorcycle”**

means any two-wheeled or three-wheeled motor vehicle with an engine displacement greater than 50cc.

**“Open Water Sailing”**

means sailing more than 10 nautical miles off any land mass.

**“Overseas”**

means in any country other than New Zealand.

**“Pandemic”**

means a form of an Epidemic that extends throughout an entire continent, even the entire human race.

**“Policy”**

means your travel insurance policy with us covering you and is made up of this Policy Wording, your Certificate of Insurance and any other document we tell you forms part of this policy. Together these documents make up your contract with us.

**“Pre-existing Medical Condition” means:**

- a] An ongoing medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- b] A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor) at any time in the past, prior to policy purchase;
- c] Any condition for which you take prescribed medicine;
- d] Any condition for which you have had surgery;

- e] Any condition for which you see a medical specialist;
- f] Pregnancy;
- g] Mental Illness.

This definition applies to you, your Travelling Companion, a Relative or any other person.

**“Public Place”**

means any place that the public has access to, including but not limited to, planes, trains, trams, cruise ships, taxis, buses, air or bus terminals, stations, wharves, streets, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private car parks, public toilets and general access areas.

**“Relative”**

means any of the following who is resident in New Zealand or Australia. It means your or your Travelling Companion’s spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, stepparent, step-son, step-daughter, fiancé or fiancée, or guardian.

**“Resident of New Zealand”**

means someone who is a permanent resident or citizen of New Zealand.

**“Sick” or “Sickness”**

means a physical medical condition or Mental Illness, not being an Injury, which first occurs during your period of cover.

**“Travelling Companion”**

means a person with whom you have made arrangements before your policy was issued, to travel with you for at least 75% of your Journey.

**“Unsupervised”**

means leaving your Luggage and Personal Effects:

- with a person you did not know prior to commencing your Journey; or
- where it can be taken without your knowledge; or
- at such a distance from you that you are unable to prevent it being taken.

**“We”, “our” and “us”**

means the Hollard Insurance Company Pty Ltd acting through AWP Services New Zealand Limited trading as Allianz Partners.

**“You” and “your”**

means the person(s) whose name(s) are set out on your Certificate of Insurance.



# Pre-existing Medical Conditions are not covered

Travel Insurance only provides cover for emergency Overseas medical events that are unforeseen. Medical conditions that were pre-existing at the time of the policy being issued are not covered.

If you have a Pre-existing Medical Condition, we will not pay any claims Arising from, related to or associated with that condition. This means that you may have to pay for an Overseas medical emergency and any associated costs, which can be prohibitive in some countries.

A **“Pre-existing Medical Condition”** means:

- a] An ongoing medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- b] A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor) at any time, in the past, prior to policy purchase;
- c] Any condition for which you take prescribed medicine;
- d] Any condition for which you have had surgery;
- e] Any condition for which you see a medical specialist;
- f] Pregnancy;
- g] Mental Illness.

The above definition applies to you, your Travelling Companion, a Relative or any other person.

# How to purchase this policy

Step 1	Refer to “Who can purchase this policy?”	see below
Step 2	Nominate the duration of your Journey	—
Step 3	Apply for cover via one of the following (where applicable): <ul style="list-style-type: none"><li>• online</li><li>• telephone</li><li>• at an STA branch</li></ul>	—

## Who can purchase this policy?

Cover is only available if:

- you are a Resident of New Zealand; and
- you purchase your policy before you commence your Journey; and
- your Journey commences and ends in New Zealand.

## Cover types

The cover type provided under this policy is Individual Cover, which covers you only. We issue one Certificate of Insurance irrespective of the number of persons named on the Certificate.

## Travel overseas

Please note if your Journey includes overseas travel, you must take out Worldwide cover. If your Certificate of Insurance shows that your policy is for Domestic/New Zealand travel only, there is no cover under your policy for travel outside New Zealand.

If there is any uncertainty as to which region applies, call us using the contact details on the back cover of this Policy Wording.

# Table of benefits

Following is a table of the benefits and their maximum limits. Refer to **“Your policy cover”** pages 16 to 21 for details of what **We will pay** and what **We will not pay**. Importantly, please note that exclusions do apply, as well as limits to the cover.

All benefit limits and Excesses throughout this Policy Wording are in New Zealand Dollars (NZD).

Policy section and benefit		Cancellation & Luggage (Individual)
*1	Cancellation Fees & Lost Deposits	\$50,000
*2	Luggage & Personal Effects	\$5,000
3	Luggage & Personal Effects Delay	\$250

\* sub-limits apply – refer to the **“Your policy cover”** section of this Policy Wording for details (pages 16 to 21)

# Important matters

Under your policy there are rights and responsibilities which you and we have. You must read this Policy Wording in full for more details, but here are some you should be aware of.

## Confirmation of Cover

To confirm any policy transaction, (if the Certificate of Insurance does not have all the information you require), call 0508 STA TRAVEL using the contact details on the back cover of this Policy Wording.

## Period of cover

You are not covered until we issue a Certificate of Insurance. That Certificate forms part of your policy. The period you are insured for is set out on the Certificate.

However:

- The cover for cancellation fees and lost deposits (Policy Section 1) begins from the time the policy is issued.
- Cover for all other sections begins on the date of departure (Start Date) as stated on the Certificate of Insurance.
- Cover ends when you return to your Home or on the date of return set out on your Certificate of Insurance (End Date), whichever happens first.

## Cooling-off period

If you decide that you do not want this policy, you may cancel it within 14 days after you are issued your Certificate of Insurance and Policy Wording. You will be given a full refund of the premium you paid, provided you have not started your Journey and you do not want to make a claim or to exercise any other right under the policy. After this period you can still cancel your policy, but we will not refund any part of your premium if you do.

## Extension of cover

You may extend your cover free of charge if you find that your return to New Zealand has been delayed because of one or more of the following:

- a bus line, airline, shipping line or rail authority you are travelling on, or that has accepted your fare or Luggage and Personal Effects, is delayed; or

- the delay is due to a reason for which you can claim under your policy (subject to our written approval).

If the delay is for any other reason, we must receive your request to extend cover at least 7 days before your original policy expires if you send your request by post. All other requests to extend cover must be received prior to your original policy expiry date. Cover will be extended subject to our written approval, and your payment of the additional premium.

Where we have agreed to extend cover, we will issue you with a new Certificate of Insurance. The period of cover on your new Certificate cannot exceed 12 months.

Extensions of cover are not available:

- for medical conditions you suffered during the term of your original policy; or
- where you have not advised us of any circumstances that have given (or may give) rise to a claim under your original policy.

## Confirmation of cover

To confirm any policy transaction (if the Certificate of Insurance does not have all the information you require), call us using the contact details on the back cover of this Policy Wording.

## Jurisdiction and choice of law

This policy is governed by and construed in accordance with the laws of New Zealand, and you agree to submit to the exclusive jurisdiction of the courts of New Zealand. You agree that it is your intention that this Jurisdiction and Choice of Law clause applies.

## Fair Insurance Code

Hollard are a member of the Insurance Council of New Zealand and adhere to the Fair Insurance Code, which provides you with assurance that we have high standards of service to our customers. A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website: <http://www.icnz.org.nz/fair-insurance-code>

## Correctness of Statements and Fraud

If any claim under this policy is in any respect fraudulent, or if any false declaration is made or false or incorrect information is used in support of any claim, then we can, at our sole discretion, not pay your claim and cancel your cover under this policy from the date that the incorrect statement or fraudulent claim was made to us.

## Limitation of cover

Notwithstanding anything contained in this policy wording we will not provide cover nor will we make any payment or provide any service or benefit to any person or party where providing such cover, payment, service or benefit would expose us to or violate any applicable trade or economic sanction or any law or regulation.

## Dispute resolution process

If you have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or its representatives, please call Allianz Partners on 0800 800 048 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33-133, Takapuna, Auckland 0740 or email Your complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz).

Allianz Partners will attempt to resolve the matter in accordance with its Internal Dispute Resolution procedures. We are registered by law with an independent, external dispute resolution scheme. To obtain a copy of our External Dispute Resolution process, please contact us.

## Privacy notice

To arrange and manage Your insurance and provide You with our services, we (in this Privacy Notice “we”, “our” and “us” means AWP Services New Zealand Limited trading as Allianz Partners of Level 3, 1 Byron Avenue, Takapuna, Auckland, and our agents) collect, store, use and disclose Your personal information including sensitive information. We usually collect it directly from You but also from others (including those authorised by You such as Your family members, travelling companions, Your doctors, hospitals, and other persons whom we consider necessary including our agents). We are the “data controller” and are responsible for ensuring Your personal information is used and protected in accordance with applicable laws and regulations. Personal information we collect includes, for example, Your name, address, date of birth, email address, medical information, passport details, bank account details, as well as other information we collect when You visit our website such as Your IP address and online preferences.

Any personal information provided to us is used by us and our agents to evaluate and arrange Your insurance. We also use it to administer and provide the insurance services and manage Your and our rights and obligations in relation to the insurance services, including managing, processing and investigating claims. We may also collect, use and disclose it for product development, marketing (where permitted by law or with Your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations and for other purposes with Your consent or where authorised by law.

We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

You authorise us to disclose Your personal information to recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the above processes, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage (including “cloud storage”) and data handling providers, transportation providers, legal and other professional advisers, Your agents, broker and travelling companions, Your travel group leader if You travel in a group, Your employer if You have a corporate travel policy, Your bank if You have bank credit card insurance, the Insurance Claims Register and our related and group companies and the insurer. Some of these third parties may be located in other countries including in Australia, Europe, Asia, Canada or the USA. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of New Zealand privacy laws.

Where permitted by law or with Your consent, we may contact You with offers of products or services (from us, our related companies, as well as offers from our business partners) that we consider may be relevant and of interest to You (including insurance products). This could be via telephone, post, electronic messages (including email) online or via other means. You can withdraw Your consent at any time if You no longer wish to receive marketing material or promotional offers from us or our related companies and business partners by calling our Contact Centre on 0800 800 048.

The collection of information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory. If You do not agree with the matters set out in our privacy notice or will not provide us with personal information, we may not be able to provide You with our services or products, process Your application, issue You with a policy or process Your claims. We will not retain Your personal data for longer than is necessary for the purposes for which it may be lawfully used.

You can: (1) seek access to Your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed; (2) correct and update Your personal information (subject to the provisions of applicable privacy legislation), and (3) ask for a copy of Your personal data in an electronic format for Yourself or for someone You nominate. You may in some circumstances restrict the processing of Your personal data, and request that it be deleted. Where Your personal information is used or processed with Your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), You may

withdraw Your consent at any time. In cases where we cannot comply with Your request concerning Your personal information, we will give You reasons why. You may not access or correct personal information of others unless You have been authorised by their express consent or are otherwise permitted by law.

When You provide personal information to us about other individuals, we rely on You to have first obtained each of those individuals' consent, and have made them aware of the matters set out in this Privacy Notice. If You have a request or complaint concerning Your personal information or about our privacy policy, please contact: Privacy Officer, Allianz Partners, P.O. Box 33-313, Takapuna, Auckland 0740 or email us at [AzPNZ.Privacy@allianz-assistance.co.nz](mailto:AzPNZ.Privacy@allianz-assistance.co.nz). For urgent assistance please call our Contact Centre on 0800 800 048. You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if You have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at [www.allianzpartners.co.nz](http://www.allianzpartners.co.nz) and click on the Privacy Policy link.

## In the event of a claim:

Immediate notice should be given to Allianz Partners (see contact details on the back cover of this Policy Wording).

**PLEASE NOTE:** For claims purposes, evidence of the value and ownership of the property insured or the amount of any loss must be kept.

## Claims processing

We will process your claim within 10 business days of receiving the completed claim form and all necessary documentation. If we need additional information, a written notification will be sent to you within 10 business days.

## Excess

A NIL Excess applies to all Policy Sections.



# Your policy cover

This part of the Policy Wording outlines what **We Will Pay** and what **We Will Not Pay** under each Policy Section in the event of a claim.

You must also check “**General exclusions applicable to all sections**” on pages 22 to 25 for other reasons why we will not pay.

See “**Words with Special Meanings**” on pages 5 to 7 for the meanings of words that apply throughout this Policy Wording.

The most we will pay for the total of all claims under each Policy Section is shown in the Table of Benefits. Sub-limits may also apply to particular types of losses or claims.

## Section 1 – Cancellation Fees & Lost Deposits

### 1.1 We will pay

- a] We will pay your cancellation fees and lost deposits for travel and accommodation arrangements that you have paid in advance and cannot recover in any other way if your Journey is cancelled or shortened at any time through circumstances neither expected nor intended by you and outside your control.
- b] We will pay the travel agent’s cancellation fees up to \$1,500, where all monies have been paid or the maximum amount of the deposit has been paid at the time of cancellation. However, we will not pay more than the level of commission or service fees normally earned by the agent, had your Journey not been cancelled. Documentary evidence of the travel agent’s fee is required.
- c] We will pay you for loss of frequent flyer or similar air travel points you used to purchase an airline ticket following cancellation of that airline ticket, if you cannot recover the lost points from any other source. The cancellation must be due to unforeseen circumstances outside of your control.

We calculate the amount we pay you as follows:

- the cost of an equivalent class airline ticket based on the quoted retail price at the time the ticket was issued, less your financial contribution toward the airline ticket;

multiplied by:

- the total number of points lost

divided by the total number of points used to obtain the ticket.

## 1.2 We will not pay

- a] We will not pay if you were aware of any reason, before your period of cover commenced, that may cause your Journey to be cancelled, abandoned or shortened.

Nor will we pay if your cancellation fees or lost deposits Arise because of:

- b] The death, Injury or Sickness of you, your Travelling Companion or Relative, if the death, Injury or Sickness is as a result of a Pre-existing Medical Condition.
- c] You or your Travelling Companion changing plans.
- d] Any business, financial or contractual obligations. This exclusion does not apply to claims where you or your Travelling Companion are made redundant from full-time employment in New Zealand, provided you or they were not aware that the redundancy was to occur before you purchased your policy.
- e] A tour operator or wholesaler being unable to complete arrangements for any tour because there were not enough people to go on the tour.
- f] Delays or rescheduling by a bus line, airline, shipping line or rail authority.
- g] The financial collapse of any transport, tour or accommodation provider.
- h] The mechanical breakdown of any means of transport.
- i] An act or threat of terrorism.
- j] The death, Injury or Sickness of any person who resides outside of New Zealand or Australia.
- k] Where you are a fulltime permanent employee and your pre-arranged leave is cancelled by your employer unless you are a full time member of the New Zealand Defence Force or of national or regional emergency services.

**You must also check “General exclusions applicable to all sections” pages 22 to 25 for other reasons why we will not pay.**

## Section 2 – Luggage & Personal Effects

### 2.1 We will pay

- a] We will pay the repair cost or value of any Luggage and Personal Effects which, during the Journey, are stolen or accidentally damaged or are permanently lost.

When calculating the amount payable we will apply depreciation due to age, wear and tear. The amount of such depreciation will be determined by us. No depreciation will be applied to goods purchased duty free prior to your departure, or goods purchased during your Journey.

We will not pay more than the original purchase price of any item. We have the option to repair or replace the Luggage and Personal Effects instead of paying you.

- b] The maximum amount we will pay for any item (i.e. the item limit) is:
- \$3,000 for personal computers, video recorders or cameras
  - \$1,000 for mobile phones (including PDAs and any items with phone capabilities)
  - \$750 for all other items

A pair or related set of items, for example (but not limited to):

- a camera, lenses (attached or not), tripod and accessories;
- a matched or unmatched set of golf clubs, golf bag and buggy;
- a matching pair of earrings;

are considered as only one item for the purpose of this insurance, and the appropriate single item limit will be applied.

- c] Luggage and Personal Effects left in a motor vehicle are only covered during daylight hours and must have been left in a Concealed Storage Compartment of a locked motor vehicle, and forced entry must have been made.

The most we will pay if your Luggage and Personal Effects are stolen from a Concealed Storage Compartment of an unoccupied locked motor vehicle during daylight hours is \$200 for each item, and \$2,000 in total for all stolen items.

No cover applies if Luggage and Personal Effects are left unattended in the passenger compartment of a motor vehicle, or if the Luggage and Personal Effects have been left in a motor vehicle overnight.

## 2.2 We will not pay

To the extent permissible by law we will not pay a claim in relation to your Luggage and Personal Effects if:

- a] You do not report the loss, theft or misplacement within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority you were travelling on when the loss, theft or misplacement occurred. You must prove that you made such report by providing us with a written statement from whoever you reported it to.
- b] Your jewellery, mobile phone, camera, video camera, personal computer, computer equipment or their accessories are checked in to be held and transported in the cargo hold of any aircraft, ship, train, tram or bus (including any loss from the point of check-in until receipt of the said goods).
- c] The loss, theft or damage is to, or of, bicycles.
- d] The loss, theft or damage is to, or of, items left behind in any hotel or motel room after you have checked out, or items left behind in any aircraft, ship, train, tram, taxi or bus.
- e] The loss, theft or damage is to, or of, watercraft of any type (other than surfboards).
- f] The loss, theft or damage is to, or of, cash, bank notes, currency notes, cheques or negotiable instruments.
- g] The Luggage and Personal Effects were being sent unaccompanied or under a freight contract.
- h] The loss or damage Arises from any process of cleaning, repair or alteration.
- i] The loss or damage Arises from ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin.
- j] The Luggage and Personal Effects were left Unsupervised in a Public Place.
- k] The Luggage and Personal Effects were left unattended in a motor vehicle, unless they were left in a Concealed Storage Compartment of a locked motor vehicle.
- l] The Luggage and Personal Effects were left overnight in a motor vehicle, even if they were left in a Concealed Storage Compartment of a locked motor vehicle.
- m] The Luggage and Personal Effects have an electrical or mechanical breakdown.

- n] The Luggage and Personal Effects are fragile, brittle or an electronic component is broken or scratched – unless either:
- it is the lens of spectacles, binoculars or photographic or video equipment; or
  - the breakage or scratch was caused by a crash involving a vehicle in which you are travelling.
- o] You are entitled to be reimbursed by the bus line, airline, shipping line or rail authority you were travelling on when the loss, theft, misplacement or damage occurred. However, if you are not reimbursed the full amount of your claim, we will pay the difference between the amount of your loss and what you were reimbursed, up to the limit of your cover (allowing for depreciation due to age, wear and tear).
- p] The loss or damage is to, or of, sporting equipment while in use (including surfboards).

**You must also check “General exclusions applicable to all sections” pages 22 to 25 for other reasons why we will not pay.**

## Section 3 – Luggage & Personal Effects Delay Expenses

**PLEASE NOTE: You will not have cover under this Policy Section while travelling in New Zealand.**

### 3.1 We will pay

We will reimburse you if any items of your Luggage and Personal Effects are delayed, misdirected or misplaced by the Carrier for more than 12 hours, and in our opinion it was reasonable for you to purchase essential items of clothing or other personal items.

Your claim must contain written proof from the Carrier who was responsible for your Luggage and Personal Effects that they were delayed, misdirected or misplaced.

We will deduct any amount we pay you under this Policy Section for any subsequent claim for lost Luggage and Personal Effects (Policy Section 2).

### 3.2 We will not pay

We will not pay if you are entitled to compensation from the bus line, air line, shipping line or rail authority you were travelling on for the relevant amount claimed. However, if you are not reimbursed the full amount, we will pay the difference between the amount of your expenses and what you were reimbursed, up to the limit of your cover.

**You must also check “General exclusions applicable to all sections” pages 22 to 25 for other reasons why we will not pay.**

# General exclusions applicable to all sections

**We will not pay under any circumstances if:**

## General

- 1) You do not act in a responsible way to protect yourself and your property and to avoid making a claim.
- 2) You do not do everything you can to reduce your loss as much as possible.
- 3) Your claim Arises from consequential loss of any kind, including loss of enjoyment.
- 4) At the time of purchasing the policy, you were aware of something that would give rise to you making a claim under this policy.
- 5) Your claim is for a loss which is recoverable by compensation under any workers compensation or transport accident laws, government sponsored fund, plan, or medical benefit scheme, or any other similar type of legislation required to be effected by or under a law.
- 6) Your claim Arises from errors or omissions in any booking arrangements, or failure to obtain the relevant visa, passport or travel documents.
- 7) Your claim Arises because you act illegally or break any government prohibition or regulation including visa requirements.
- 8) Your claim Arises from a government authority confiscating, detaining or destroying anything.
- 9) Your claim Arises from being in control of a Motorcycle without a current New Zealand motorcycle licence, or you are a passenger travelling on a Motorcycle that is in the control of a person who does not hold a current motorcycle licence valid for the country you are travelling in.
- 10) Your claim Arises from being in control of a Moped or Scooter without a current New Zealand motorcycle or drivers licence, or you are a passenger travelling on a Moped or Scooter that is in the control of a person who does not hold a current motorcycle or drivers licence valid for the country you are travelling in.
- 11) Your claim Arises from, is related to or associated with:
  - an actual or likely Epidemic or Pandemic; or
  - the threat of an Epidemic or Pandemic.

Refer to [www.who.int](http://www.who.int) and [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for further information on Epidemics and Pandemics.

- 12) Your claim Arises because you did not follow advice in the mass media or any government or other official body's warning:
- against travel to a particular country or parts of a country; or
  - of a strike, riot, bad weather, civil protest or contagious disease (including an Epidemic or Pandemic);
- and you did not take appropriate action to avoid or minimise any potential claim under your policy (including delay of travel to the country or part of the country referred to in the warning).
- Refer to [www.who.int](http://www.who.int) and [www.safetravel.govt.nz](http://www.safetravel.govt.nz) for further information.
- 13) Your claim Arises from any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military.
- 14) Your claim Arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
- 15) Your claim Arises from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
- 16) Your claim Arises directly or indirectly from, or is in any way connected with, you engaging in manual work in conjunction with any profession, business or trade during your Journey. For the purpose of this exclusion, manual work includes:
- the use of plant, machinery, or power tools,
  - work in the building trades, security, professional sports, emergency services, extracting, manufacturing, forestry, alcohol or entertainment industries, or
  - working at sea or as aircrew.

## Medical

- 17) Your claim Arises from, is related to or associated with any Pre-existing Medical Condition.
- 18) You take a blood-thinning prescription medication such as Warfarin (also known under the brand names Coumadin, Jantoven, Marevan, and Waran).
- 19) Your claim is in respect of travel booked or undertaken against the advice of any Medical Adviser.
- 20) Your claim Arises from any Injury or Sickness where a metastatic or terminal prognosis was made prior to the issue of the Certificate of Insurance.
- 21) Your claim Arises out of pregnancy, childbirth or related complications.



- 22) Your claim involves a hospital where you are being treated for addiction to drugs or alcohol, or are using it as a nursing, convalescent or rehabilitation place.
- 23) Your claim involves the cost of medication in use at the time the Journey began, or the cost for maintaining a course of treatment you were on prior to the Journey.
- 24) Your claim arises from Your self-inflicted illness or injury, or Your suicide.
- 25) Your claim arises from any sexually transmitted diseases contracted during Your Journey.
- 26) You were under the influence of any intoxicating liquor or drugs, except a drug prescribed to you by a Medical Adviser, and taken in accordance with their instructions.
- 27) Despite their advice otherwise following your call to Allianz Partners, you received private hospital or medical treatment where public funded services or care is available in New Zealand or under any Reciprocal Health Agreement between the Government of New Zealand and the government of any other country.
- 28) Your claim Arises from any medical procedures in relation to AICD/ICD insertion during Overseas travel. If you, your Travelling Companion or a Relative (as listed on your Certificate of Insurance) requires this procedure, due to sudden and acute onset which occurs for the first time during your period of cover and not directly or indirectly related to a Pre-existing Medical Condition, we will exercise our right to organise a repatriation to New Zealand for this procedure to be completed.
- 29) Your claim Arises from, is related to or associated with elective surgery, or treatment.
- 30) Your claim Arises, or is a consequence of complications from medical, surgical or dental procedures or treatments that are not for an Injury or Sickness that would otherwise be covered by this policy.

## Sports And Leisure

- 31) Your claim Arises because you hunt, race (other than on foot), engage in Open Water Sailing, play polo, go mountaineering or rock climbing using ropes or climbing equipment (other than for hiking), or from professional sport of any kind or from parachuting or hang gliding.
- 32) Your claim Arises because you dive underwater using an artificial breathing apparatus, unless you hold an open water diving licence issued in New Zealand or you were diving under licensed instruction.
- 33) Your claim Arises from travel in any air-supported device, other than as a passenger in a fully licensed aircraft operated by an airline or charter company. This exclusion does not apply to regulated or licensed ballooning.
- 34) Your claim Arises from snow sport activities.

# Claims

## How to make a claim

You must give us notice of your claim as soon as possible by calling us on 0800 400 132. If there is a delay in claim notification or you do not provide us with sufficient detail to process your claim, we can reduce your claim by the amount of prejudice we have suffered because of the delay.

You must:

- give us any information we reasonably ask for to support your claim at your expense, such as, but not limited to, police reports, valuations, medical reports, original receipts or proof of ownership. If required, we may ask you to provide us with translations into English of such documents to enable us to carry out our assessment of your claim.
- co-operate with us at all times in relation to the provision of supporting evidence and such other information as we may reasonably require.
- for loss or theft of your Luggage and Personal Effects – report it immediately to the police and obtain a written notice of your report.
- for damage or misplacement of your Luggage and Personal Effects caused by the airline or any other operator or accommodation provider – report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- submit full details of any claim in writing within 30 days of your return.

## Claims are payable in New Zealand dollars to you

We will pay all claims in New Zealand dollars. We will pay you unless you tell us to pay someone else. The rate of currency exchange that will apply is the rate at the time you incurred the expense.

## You must not admit fault or liability

In relation to any claim under this policy, you must not admit that you are at fault and you must not offer or promise to pay any money or become involved in litigation without our approval.

## Depreciation

Depreciation will be applied to claims for Luggage and Personal Effects at such rates as reasonably determined by us.

## You must help us to recover any money we have paid

If we have a claim against someone in relation to the money we have to pay under this policy, you must do everything you can to help us do that in legal proceedings. If you are aware of any third party that you or we may recover money from, you must inform us of such third party.

## If you can claim from anyone else, we will only make up the difference

If you can make a claim against someone in relation to a loss or expense covered under this policy and you do not get paid the full amount of your claim, we will make up the difference. You must claim from them first.

## Other insurance

If any loss, damage or liability covered under this policy is covered by another insurance policy, you must give us details.

If you make a claim under one insurance policy and you are paid the full amount of your claim, you cannot make a claim under the other policy. If you make a claim under another insurance policy and you are not paid the full amount of your claim, we will make up the difference provided your claim is covered by this policy. We may seek contribution from your other insurer. You must give us any information we reasonably ask for to help us make a claim from your other insurer.

## Subrogation

We may at our discretion, undertake in your name and on your behalf, control and settlement of proceedings for our own benefit, to recover compensation or secure indemnity from any party in respect of anything covered by this policy. You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated upon us paying your claim under this policy, regardless of whether we have yet paid your claim, and whether or not the amount we pay you is less than full compensation for your loss. These rights exist regardless of whether your claim is paid under a non-indemnity or an indemnity clause of this policy.

## Recovery

We will apply any money we recover from someone else under a right of subrogation in the following order:

- 1) To us, our administration and legal costs Arising from the recovery
- 2) To us, an amount equal to the amount that we paid to you under the policy
- 3) To you, your uninsured loss (less your Excess)
- 4) To you, your Excess

Once we pay your total loss we will keep all money left over. If we have paid your total loss and you receive a payment from someone else for that loss or damage, you must pay us the amount of that payment up to the amount of the claim we paid you.

If we pay you for lost or damaged property and you later recover the property or it is replaced by a third party, you must pay us the amount of the claim we paid you.

## Fraud

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud. You can help by reporting insurance fraud by calling Allianz Partners on +61 7 3305 8871. All information will be treated as confidential and protected to the full extent under law.

# Recommendations for your safety and wellbeing

Before you travel:

- make sure you are familiar with the terms and conditions of your policy as set out in this Policy Wording, your Certificate of Insurance and any endorsements issued to you.
- if you have – or have had – medical conditions, make sure:
  - you have a full check up with your treating doctor,
  - you obtain enough medication for your Journey, and
  - review the meaning of “Pre-existing Medical Conditions” - contained in the “Words with Special Meanings” section of this Policy Wording – before you travel. You need to be sure what conditions you have cover for.
- see your local doctor for recommended vaccinations before travelling.
- tell family members about your travel plans.
- give family members a copy of your itinerary and your travel insurance policy.
- check [www.safetravel.govt.nz](http://www.safetravel.govt.nz) for travel advice and warnings before you buy your policy.

## Safeguarding your Luggage and Personal Effects

You must take all reasonable precautions to safeguard your Luggage and Personal Effects. If you leave your Luggage and Personal Effects Unsupervised in a Public Place, then we will not pay your claim.

For an explanation of what we mean by “Luggage and Personal Effects”, “Unsupervised” and “Public Place”, see pages 5 to 7.

## NOTES

[illegible]

## **Sales and general enquiries**

Phone: 0800 400 132

## **Claims**

Phone: 0508 STA TRAVEL

## **24 hour Emergency Assistance**

Phone: +61 7 3305 7499 (reverse charge from overseas)