

# Corporate Travel Insurance

AIG Insurance New Zealand Limited

Policy Wording





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## Policy Introduction

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### Your Corporate Travel Insurance Policy

This Policy covers **insured persons** against a range of risks that may arise during **travel** undertaken during the **policy period**.

Where **travel** days are estimated to be 100 days or less during the **policy period** premium will be charged on a minimum and deposit basis. In all other cases Premium will be charged on a declaration basis for the expected travel days during the **policy period**.

If **your travel** days are anticipated to materially increase subsequent to the declaration made by **you** at the beginning of the **policy period** **you** are required to disclose this increase and **we** at our discretion may adjust premium.

### Important Coverage Matters

Cover under this Policy is conditional upon **you** paying the required premium, and is subject to the Terms, Conditions and Exclusions of the Policy, including the Policy Schedule, Schedule of Compensation and any Endorsements which **we** subsequently issue to **you**. Please read these documents to understand the cover provided.

This Policy will only apply to events that occur during the **policy period** as set out in the Policy Schedule or any subsequent Renewal Notice.

The Travel Duration Limit is shown in the Policy Schedule or any subsequent Renewal Notice or Endorsement that **we** issue to **you**. If an **insured person** is travelling for longer than the Travel Duration Limit shown in the Policy Schedule then they will not be eligible for any cover under this Policy for any part of that particular journey.

### Health Requirements

All **insured persons** must be medically fit for the planned travel.

**We** will not be liable for any losses directly or indirectly arising as a result of an **insured person travelling** when they are unfit to do so, **travelling** against medical advice, **travelling** to seek medical attention, or where an **insured person** been diagnosed with a terminal condition prior to **travel**.

### The Fair Insurance Code

**We** are a signatory to the Fair Insurance Code. This Code aims to raise the standards of practice and service in the insurance industry and it includes the following:

1. When **you** lodge a claim **we** will tell **you** in plain language what information **we** need and how **you** should go about making the claim.
2. **We** will respond promptly to any request **you** make for assistance with the claim and **your** claim will be considered and assessed promptly.

### Duty of Disclosure

Under this Policy **you** and the **insured person** have a duty to disclose to **us** every matter that **you** or the **insured person** (as applicable) know, or could reasonably be expected to know, is relevant to **our** decision whether to accept the risk of the insurance and, if so, on what terms.

**You** and the **insured person** have the same ongoing duty to disclose those matters to **us** during the **policy period** in respect of every journey undertaken by an **insured person**, and before **you** renew, extend, vary or reinstate this Policy.

**Your** duty does not extend to matters:

1. That diminish the risk to be undertaken by **us**.
2. That are of common knowledge.
3. That **we** know or in the ordinary course of **our** business ought to know.
4. Where compliance of the duty is waived by **us**.

If **you** or the **insured person** fail to comply with this duty of disclosure, **we** may be entitled to reduce **our** liability under this Policy in respect of any claim, or **we** may cancel this Policy. If **your** or the **insured person's** non-disclosure is fraudulent, **we** also have the option of avoiding this Policy from the inception date.



Matters that **we** deem to be material in **our** acceptance of risk under this Policy, and as such require appropriate disclosure, include but are not limited to:

**1. Non New Zealand Residents**

- a) Anyone to be insured under this Policy who is not a New Zealand citizen or permanent resident of New Zealand;
- b) Anyone to be insured under this Policy who is not permanently residing in New Zealand; or
- c) Any offices outside of New Zealand that are to be included under this Policy.

**2. High Risk Activities**

Any activity defined as a **high risk activity**.

**3. Manual or Dangerous Work**

Any manual or dangerous work activities, including but not limited to work carried out:

- a) By trades, repair or maintenance persons;
- b) Underground or underwater including mining or scuba diving;
- c) At elevation including construction above ground level, roofing or window cleaning; or
- d) Involving the use of toxic substances or explosives.

**4. Extreme Risk Locations**

**You** or the **insured person travelling** into or within a location that is listed as an "Extreme Risk" location on the New Zealand Ministry of Foreign Affairs and Trade (MFAT) website at [www.safetravel.govt.nz](http://www.safetravel.govt.nz).

**Our Privacy Statement**

This Policy is issued/insured by AIG Insurance New Zealand Limited (AIG).

AIG collects information necessary to underwrite and administer **your** Policy. In the course of administering **your** Policy AIG may exchange or disclose **your** and the **insured person's** personal information to:

- 1. An AIG company.
- 2. Contractors or third party providers providing services related to the administration of **your** Policy.
- 3. Banks and financial institutions for the purpose of processing **your** application and obtaining payment of premium.
- 4. In the event of a claim, assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers.
- 5. **Our** assistance provider, who records all calls for quality assurance, training and verification purposes.

**Your Access to Personal Information**

**You** may gain access to or request correction of **your** and/or the **insured person's** personal information by writing to:

The Privacy Manager  
AIG Insurance New Zealand Limited  
PO Box 1745  
Shortland Street  
Auckland 1140  
New Zealand

While access to this personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some limited circumstances.

**Consent Acknowledgement**

By completing the application form (including any associated forms) and by paying the premium, **you** consent to the use of **your** and the **insured person's** personal information stated in the Privacy Statement above.



### Dispute Resolution Process

**We** are committed to handling any complaints about **our** products or services efficiently and fairly. If **you** have a complaint about **our** products or services **you** can contact **us** and request that **your** matter be reviewed by management by writing to:

The Complaints Manager  
AIG Insurance New Zealand Limited  
PO Box 1745  
Shortland Street  
Auckland 1140  
New Zealand

**We** are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs.

**Your** complaint will be referred to FSCL if **we** have reached a “deadlock” in trying to resolve it. FSCL’s contact details are [info@fscl.org.nz](mailto:info@fscl.org.nz) or telephone 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website [www.fscl.org.nz](http://www.fscl.org.nz). There is no cost to **you** to use the services of FSCL.



## Policy Definitions

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Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

**Conference** means a scheduled meeting of people organised by **you**, or by a customer or supplier of **yours** or an official industry association body, in which **your** specific business interests or general industry matters are formally discussed.

**Country of residence** means the country:

1. Which the **insured person** is a citizen or permanent resident of, i.e. holder of a multiple entry visa or permit which gives the **insured person** resident rights in such country; or
2. In which the **insured person** is residing on an overseas expatriate assignment.

**Dependant children** means the **insured person's** dependent children who are under 19 years of age and living with the **insured person**, or under 25 years of age and are full-time students at an accredited institution of higher learning and primarily dependent upon the **insured person** for maintenance and support. This includes step or legally adopted children.

**Doctor** means a legally registered and qualified medical practitioner who is not an **insured person** or a **relative** of an **insured person**.

**Excess** means the first amount of each and every loss payable by **you** or the **insured person** as shown in the Schedule of Compensation.

**Financial default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme or arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

**High risk activity** means any activity an **insured person** partakes in where there is danger to personal safety, including but not limited to:

1. Racing (other than on foot).
2. Mountaineering that requires the involvement of ropes or guides.
3. Rock climbing.
4. Potholing.
5. Hunting.
6. Travelling in waters outside the territorial limits of a country in a private or privately registered vessel.
7. Underwater activities involving use of self-contained underwater breathing apparatus (unless the **insured person** holds an open water diving certificate or is diving with a qualified instructor but never while diving alone).
8. Motor cycling, unless the motor cycle is:
  - a) 125cc or less and where such is the locally accepted method of transport for tourists or holiday makers and a helmet is worn; or
  - b) 200cc or less and a valid motorcycle license for the country in which the motorcycle being ridden in, is held and a helmet is worn.

But always excluding motor cycle racing.

9. Trekking at altitudes greater than 3,000 metres, unless undertaken with a licensed commercial operator on a recognised tourist route, but always under 5,000 metres.
10. Extreme sports of any kind.
11. Any team or individual contact sport which allows physical contact with other players within the rules of the sport.
12. Any deliberate exposure to exceptional danger.

**Hospital** means a place registered as a hospital for the care and treatment of sick or injured persons and which has organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis, provides 24-hours-a-day nursing services by registered graduate nurses, is under the supervision of a **doctor** and is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholics or drug addicts, a place for the treatment of mental illness, a nursing, rest or convalescence home or a home for the aged or similar establishment.



**Injury** means:

1. In respect of Sections 1 and 2, a bodily injury to an **insured person** resulting from an accident caused by violent, sudden, external and visible means occurring during the current **policy period**.
2. In respect of all other Sections, a bodily injury to an **insured person** resulting from an accident caused by violent, sudden, external and visible means and occurring solely and directly and independently of any other cause including any **sickness**, disease or pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such injury), provided the injury:
  - a) Occurs during the period of **travel**, and
  - b) Results in any of the events specified in the Policy.

**Insured person** means any person who comes within the description of the **insured persons** appearing in the Policy Schedule, who is nominated by **you** from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.

**Internal business travel** means travel authorised by **you** undertaken during the **policy period** by an **insured person** who is referenced in category (a) or (b) or (c) on the Policy Schedule, with the express purpose of representing **your** business interests more than a fifty kilometre radius from their home and normal place of work. It will also include:

1. Any associated leisure travel excluding routine commuting to and from the **insured person's** home and normal place of work; and
2. **Insured persons** referenced in category (d) on the Policy Schedule who **you** authorise to be covered under this Policy provided they are either accompanying or departing at a later date, to join and accompany the **insured person** referenced in category (a) or (b) or (c) on the Policy Schedule full time;

Always provided a declaration has been made, and the premium paid, for each **insured person** for each respective travel period.

**International** means a location outside the territorial limits of the **insured person's country of residence**.

**International business travel** means **international** travel authorised by **you** undertaken during the **policy period** by an **insured person** who is referenced in category (a) or (b) or (c) on the Policy Schedule, with the express purpose of representing **your** business interests. It will also include:

1. Any associated leisure travel; and
2. **Insured persons** referenced in category (d) on the Policy Schedule who **you** authorise to be covered under this Policy provided they are either accompanying or departing at a later date, to join and accompany the **insured person** referenced in category (a) or (b) or (c) on the Policy Schedule full time;

And always provided a declaration has been made, and the premium paid, for each **insured person** for each respective travel period.

**Medical expenses** means all reasonable costs necessarily incurred during a **policy period** for:

1. **Injury** or **sickness** resulting in **hospital**, surgical or other diagnostic or remedial treatment given or prescribed by a **doctor**.
2. Optical treatment required as a result of an **injury** and provided by a **doctor** or optician.

**Policy period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by **us**.

**Professional sports** means any sport for which an **insured person** and/or **you** receive any fee or financial reward as a result of the **insured person's** participation in that sport.

**Pure leisure travel** means **international** leisure or holiday travel that does not include a business component undertaken during the **policy period** by an **insured person** who is referenced in category (a) on the Policy Schedule - and may include their accompanying **spouse** and/or **dependent child(ren)** referenced in category (d), and provided the following conditions are met:

1. All **insured persons** must be permanent residents of, and permanently residing in, New Zealand.
2. Accompanying **spouse** and/or **dependent child(ren)** must be either accompanying or departing at a later date, to join and accompany the **insured person** full time.
3. Prior to the commencement of travel all **insured persons** must have received written authorisation from **you** to be covered under this Policy.
4. A declaration has been made, and premium paid, for each **insured person** for each respective travel period.

**Relative** means the **spouse**, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew of the **insured person**.

**Serious injury** or **serious sickness** means an injury or sickness for which the attending **doctor** certifies that the attendance of the **insured person** is necessary given the immediate threat to the injured or sick person's life. It does not mean a terminal condition diagnosed prior to the commencement of **travel**. It also does not mean any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:

1. Has received medical treatment, attention or medication in the 30 days immediately prior to the commencement of **travel**; or
2. Required admission to **hospital**, surgery or investigation in the six months immediately prior to the commencement of **travel**; or
3. Was on a waiting list for **hospital** or surgical treatment or investigation at the time **travel** commenced.

**Sickness** means:

1. In respect of Sections 1 and 2, any illness or disease occurring to the **insured person** during the period of **travel**.
2. In respect of all other Sections, any illness or disease diagnosed or otherwise, including symptoms thereof, occurring to the **insured person** during the period of **travel** that the **insured person** was not aware of or for which treatment, medication or medical attention has not been sought, given or recommended within the 30 days prior to the commencement of **travel**.

**Spouse** means the husband or wife or any de facto partner with whom the **insured person** has continuously lived during the three months immediately prior to the commencement date of the **travel**.

**Travel/travelling** means **international business travel**, **pure leisure travel**, or **internal business travel**, provided a declaration has been made and the premium paid, for each respective travel period and provided the total duration for the entire journey does not exceed the Travel Duration Limit specified in the Policy Schedule. In all circumstances, **travel/travelling** will commence from:

1. In respect of Section 2A (Loss of Deposits), specifically relating to deposits paid in advance prior to departure the time deposits are paid for the travel; or
2. In respect of Section 3D (Money), specifically relating to money acquired for the travel 72 consecutive hours prior to the departure date for the travel; or
3. In respect of all other Sections the latest of the time the **insured person** departs their normal home address or place of business within their **country of residence** for commencement of the travel or the commencement of the **policy period**.

And will continue on a full time basis until the earliest of:

4. The **insured person** returning to their normal place of residence or place of business, whichever occurs first, within their **country of residence**, except that Section 3D (Money) will continue for an additional 72 consecutive hours following the **insured person's** return time; or
5. The expiration of the **policy period** (unless renewed); or
6. The Policy cancellation date.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/our/us** means AIG Insurance New Zealand Limited (AIG).

**You/your** means the Insured named in the Policy Schedule.





## General Conditions

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The following General Conditions apply to all Sections of the Policy.

### 1. Maximum Amount Payable

The amounts shown in the Schedule of Compensation are for each **insured person** for each period of travel. They represent the Maximum Compensation Payable for each covered Section unless otherwise specified in any Endorsement **we** subsequently issue to **you**.

### 2. Payment of Claim

**We** will determine what is payable under this Policy and payments or reimbursement will at **our** sole discretion be made to **you** or the **insured person**, or where circumstances necessitate, directly to the service provider unless otherwise specified in this Policy.

### 3. Contact Travel Guard

**You** and/or the **insured person** must follow **our** or Travel Guard's advice or instruction otherwise **we** may decline to pay part of, or **your** entire claim, or decide to terminate cover for the **insured person** under the Policy.

In the event of a medical emergency **you** or the **insured person** must contact Travel Guard as soon as reasonably possible. If an **insured person** needs to leave the country they are in or return home early for any reason claimable under this Policy, or if **you** or the **insured person** want **us** to pay for emergency transportation services then Travel Guard must be contacted and their prior approval obtained. Travel Guard may decide to make or co-ordinate the travel arrangements in which case **you** and the **insured person** must fully co-operate with them.

### 4. Notice of Claim

Written notice of a claim must be given to **us** within 30 days after the happening of any circumstances giving rise to a claim or as soon as possible thereafter. **We** will advise if additional information is required and **you** or the **insured person** will provide this to **us** in a reasonable time.

Claims need to be supported by original reports and documentation such as police reports, **doctor's** reports, transport provider's reports, receipts, valuations and/or proof of ownership or any other information we may reasonably request. In the event of claims under some Sections an **excess** and/or additional conditions necessary to make a claim will apply. Please refer to the relevant section of the Policy for further information.

### 5. Proof of Loss and Physical Examination

After **we** receive notice of a claim **we** will provide **you** or the **insured person** with **our** usual claim forms for completion. The claim forms must be properly completed and all evidence required by **us** will be provided in a timely manner, and at the expense of **you** or the **insured person** and in such a form and of such nature as **we** specify. **We** may, at **our** own expense, conduct any medical examination or arrange for an autopsy to be carried out unless it is illegal to do so.

### 6. Subrogation

**We** have the right to commence or take over legal proceedings in **your** or the **insured person's** name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. **You** and the **insured person** must co-operate with **us** and do nothing to hinder **our** rights.

### 7. Cancellation

- a) **You** may cancel this Policy at any time by giving **us** written notice sent to the address shown at the end of this Policy.
- b) **We** may cancel this Policy by providing **you** with 31 days written notice sent to the address shown on the Policy Schedule.

Upon cancellation of this Policy as outlined in (a) or (b) above and provided **you** have not made a claim, **we** will retain a proportion of the premium for the period the Policy was in force and refund any unused premium. **We** will calculate a pro-rata amount based on the number of days remaining in the **policy period** less any applicable admin fee. No premium will be refunded for (a) or (b) above if **we** have paid a claim under any Section of this Policy during the **policy period**.

### 8. Claim Offset

Except for Section 4 (Personal Injury); Events 1-19 inclusive, there is no cover under this Policy for any loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. **We** will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what **you** or the **insured person** would be otherwise entitled to recover under this Policy, where permissible under law.



## 9. Aggregate Limits of Liability

**Our** total liability under some Sections is limited.

- a) Subject to 9.(b) below, the most **we** will pay for all claims in the aggregate under Sections 2, 3, 4, 5, 6, 7 and/or 8 that arise from any one event or series of related events is shown in the Policy Schedule as Limit A.

### Automatic Conference Aggregate Increase – Limit A

If during the **policy period**, **you** have a scheduled **conference** with a duration of seven consecutive days or less the most **we** will pay for all claims in the aggregate under Sections 2, 3, 4, 5, 6, 7 and/or 8 that arise from any one event or series of related events will automatically be increased to the limit shown on **your** Policy Schedule for the duration of the **conference**.

For the purpose of clarity if the planned duration of the **conference** is longer than seven days then the Automatic Conference Aggregate Increase will not apply to any portion of the **conference** and **you** should contact **us** to arrange a temporary extension to Limit A.

- b) The most **we** will pay for all claims in the aggregate under Sections 2, 3, 4, 5, 6, 7 and/or 8 that arise in any one **policy period** resulting directly from air travel in any aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes is shown in the Policy Schedule as Limit B.
- c) The most **we** will pay for all claims in the aggregate under Section 9 (Kidnap, Ransom and Extortion) that arise from any one event or series of related events is shown in the Policy Schedule as Limit C.
- d) The most **we** will pay for all claims in the aggregate under Section 10A (Personal Liability – Damages, Compensation and Legal Expenses) that arise from any one event or series of related events is shown in the Policy Schedule as Limit D.
- e) The most **we** will pay for all claims in the aggregate under Section 11 (Identity Guard) in any one **policy period** is shown in the Policy Schedule as Limit E.
- f) The most **we** will pay for all claims in the aggregate under Section 12 (Search and Rescue) in any one **policy period** is shown in the Policy Schedule as Limit F.

## 10. New Zealand Law

This Policy is governed by the laws of New Zealand and any dispute or action in connection with this Policy will be conducted and determined in New Zealand.

## 11. New Zealand Currency

All amounts shown are in New Zealand dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

## 12. Automatic Extensions

If an **insured person** exceeds their Travel Duration Limit as a direct result of their inability to return to their **country of residence** on their original planned date due to:

- a) The delay of transport; or
- b) An **injury** or **sickness** for which a claim is payable under this Policy;

Then **we** will automatically extend the **insured person's** cover for up to a maximum of three calendar months from the date of the **insured person's** expected return to their **country of residence** provided the **insured person** is returned to their **country of residence** as soon as the delay is lifted or at such point as the **insured person** is, at **our** sole discretion, considered fit to fly.

## 13. Renewal

This Policy may be renewed with **our** consent from term to term.

## 14. Fraudulent Claims

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or the **insured person** or anyone acting on **your** or the **insured person's** behalf to obtain any benefit under this Policy then any amount payable in respect of such claim will be forfeited.



## General Exclusions

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These General Exclusions apply to all Sections of this Policy.

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

1. **War**, civil war, invasion, insurrection, revolution, use of military power or usurpation of Government or military power in an **insured person's country of residence**, or any of the following countries: Afghanistan, Iraq, North Korea, Chechnya and border areas of Somalia.
2. Aerial activity, except as a passenger in an aircraft licensed to carry passengers.
3. Intentional self-inflicted injury or suicide of an **insured person** or any other person whose circumstances may give rise to a claim under this Policy.
4. Sexually transmitted infection or Acquired Immune Deficiency Syndrome (A.I.D.S.) or Human Immunodeficiency Virus (H.I.V.) infection of an **insured person** or any other person whose circumstances may give rise to a claim under this Policy.
5. The **insured person's** training for or participating in any **professional sport**, or in any individual or team sporting competition which involve monetary prizes over \$5,000.
6. Criminal or intentional illegal acts of **you** or the **insured person**, or **you** or the **insured person** breaking any government prohibition or regulation.
7. The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own **financial default** or the **financial default** of any person, company or organisation with who or with which they deal.
8. Any event which happens to an **insured person** unless they are aged, at the date of such event:
  - a) Under 75 years of age in respect of Section 4A (Personal Injury; Capital Benefits); Event 2 - **Permanent total disablement**, Event 29 - **Temporary total disablement** and Event 30 - **Temporary partial disablement**;
  - b) Under 65 years of age in respect of Section 4F (1) (Personal Injury; Additional Benefits) Death by Natural Causes; or
  - c) Under 80 years of age in respect of all other Section of cover except as specified in (a) or (b) above.

**We** will also not be liable:

9. For any loss **we** are prohibited by law from paying.
10. To provide any cover or to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us, our** parent company or ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.



## Section 1. Medical and Related Expenses

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### Description of Covers

#### Section 1A. International Medical Expenses and Emergency Dental Treatment

We will pay for:

1. **Medical expenses**; and
2. Emergency dental treatments, provided by a registered and legally qualified dentist, which are reasonably and necessarily required as a direct result of an **injury**;

And which are incurred by an **insured person** whilst **travelling** outside their **country of residence**.

#### Section 1B. In Hospital Cash

We will pay a cash benefit for each completed 24 hour period, up to a maximum of 25 days, that an **insured person** is admitted to **hospital** outside their **country of residence** as an in-patient due to an **injury** or **sickness** that is covered under Section 1A (International Medical Expenses).

#### Section 1C. Emergency Transportation Services

We will pay for the cost of emergency transportation services, including any necessary accompanying medical staff, if an **insured person** suffers an **injury** or **sickness** that is covered under Section 1A (International Medical Expenses) and which necessitates emergency air, land or water transportation to another location in order to obtain necessary medical treatment or that requires repatriation to the **insured person's country of residence**.

In the event that repatriation is required and the **insured person's country of residence** is not their country of citizenship, Travel Guard will decide the appropriate final destination that we will repatriate the **insured person** to and our liability in respect of that **insured person** will end except as provided for in Section 1F (Ongoing Medical Expenses in New Zealand) and Section 5 (Alternative Employee and Resumption of Assignment).

#### Section 1D. Accompanying Family Member

We will pay for the reasonable extra travel and accommodation expenses incurred upon medical recommendation and with our prior written agreement, for one person to travel to, remain with, or accompany the **insured person** back to their **country of residence** if an **insured person** suffers an **injury** or **sickness** that is covered under Section 1A (International Medical Expenses).

#### Section 1E. Repatriation of Mortal Remains or Burial Expenses

We will pay for the reasonable cost of returning the **insured person's** remains to their **country of residence**, or for the reasonable funeral and related costs if the body is buried or cremated at the location where the **insured person** died provided this location is outside their **country of residence**, in the event an **insured person** dies during **travel**.

#### Section 1F. Ongoing Medical Expenses in New Zealand

We will pay for the **medical expenses** an **insured person** incurs in New Zealand, as a result of an **injury** or **sickness** that first manifested and was first treated under Section 1A (International Medical Expenses) and provided the **insured person's country of residence** is New Zealand.

#### Section 1G. Personal Financial Loss

We will pay for the personal financial loss resulting from an **insured person's** physical inability to re-fix personal loan or mortgage interest rates that come off fixed term, or reinvest term deposit sums that reach maturity if while the **insured person** is **travelling** on **international business travel** they are admitted to **hospital** as an in-patient due to an **injury** or **sickness** that is covered under Section 1A (International Medical Expenses).

To claim under this Section the **insured person** must show:

1. They have suffered personal financial loss as a direct result of their admission to **hospital** preventing them from returning to their **country of residence** at the date shown on their original travel itinerary; and
2. Had their original travel plan gone to plan the **insured person** would have had reasonable opportunity to either re-fix or reinvest monies.



## Conditions Applying to Section 1

The following Conditions apply to all covers under Section 1 in addition to the General Conditions applying to all Sections of the Policy:

1. **We** will at **our** sole discretion, decide how and where to move the injured or sick **insured person** depending on the medical advice **we** receive.
2. **We** will use the **insured person's** return ticket towards **our** costs if **we** return the **insured person** to their **country of residence**. If the **insured person** does not hold a return ticket then **we** will deduct an amount from the claim equal to the original carrier's published one way airfare to their **country of residence** based on the same class of travel as that paid for the outward flight.

## Exclusions Applying to Section 1

The following Exclusions apply to all covers under Section 1 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. The **insured person**:
  - a) **Travelling** when they are unfit to do so;
  - b) **Travelling** against medical advice;
  - c) **Travelling** to seek medical attention or advice, whether or not this is the sole reason for the **travel**; or
  - d) Having been diagnosed with a terminal condition prior to **travel**.
2. **Medical expenses** or emergency dental treatment incurred within the **insured person's country of residence**, except in accordance with Section 1F (Ongoing Medical Expenses in New Zealand).
3. Continuing treatment, including any medication commenced prior to the commencement date of the **travel**, which the **insured person** has been advised to continue while **travelling**.
4. Private medical treatment or emergency dental treatment when public care or treatment is available in the **insured person's country of residence** or is available under any Reciprocal Health Agreement or similar agreement.
5. Elective surgery or elective medical or dental treatment.
6. Routine medical, optical or dental treatment or consultation, or any dental treatment due to normal wear and tear or the normal maintenance of dental health or lack thereof.
7. Emergency transport services where Travel Guard has not been contacted and/or their approval obtained. This does not apply to in-country ambulance transfers from place of **injury** or **sickness** to **hospital**, which will be paid by **us** providing such service was medically necessary or was authorised by a local authority.

**We** will also not make any payment for any claim or expense if such payment is:

8. Recoverable by **you** or the **insured person** from any other source.
9. Incurred more than 24 calendar months after the date of **injury**, or in the case of **sickness**, more than 24 calendar months after the date on which the **medical expenses** were first incurred.

## Section 2. Deposits and Expenses

### Description of Covers

#### Section 2A. Loss of Deposits

**We** will reimburse the non-refundable, unused portion of travel or accommodation arrangements paid for in advance by **you** or the **insured person** following the necessary cancellation, alteration or incompleteness of the **insured person's travel** due to:

1. The **insured person's** unexpected death, **injury** or **sickness**;
2. The unexpected death, **serious injury** or **serious sickness** happening after the commencement date of the **travel** of an **insured person's relative**, close business associate or travelling companion; or
3. Any other unforeseen circumstances that directly impact the **insured person's travel** which are outside the control of **you** or the **insured person**, other than any illness or injury (serious or otherwise) or death of an **insured person's relative**, close business associate or travelling companion, or any circumstances which may be more specifically described under another Section of this Policy.

#### Section 2B. Additional Cancellation, Curtailment and Interruption Expenses

**We** will reimburse the expenses reasonably and necessarily incurred as a result of:

1. The **insured person** suffering an **injury** or **sickness** during the **travel**;
2. The **insured person** having to return to their **country of residence** or place of departure within their **country of residence** during the **travel** due to the unexpected death, **serious injury** or **serious sickness** of a **relative**, close business associate or travelling companion; or
3. Any other unforeseen circumstances occurring during the **insured person's** journey that directly impact their **travel** which are outside the control of **you** or the **insured person**, other than any illness or injury (serious or otherwise) or death of an **insured person's relative**, close business associate or travelling companion or any circumstances which may be more specifically described under another Section of this Policy including Section 2A (Loss of Deposits) above.

#### Section 2C. Volunteer Services Return Home

**We** will reimburse the expenses reasonably and necessarily incurred, if the **insured person** is a member of a volunteer fire, ambulance or civil defence service which due to an unforeseen emergency requests that the **insured person** returns to their **country of residence** to provide emergency assistance or services.

#### Section 2D. False Arrest and Wrongful Detention

**We** will pay for the reasonable legal costs actually and necessarily incurred as a result of the false arrest or wrongful detention by any internationally recognised foreign Government of an **insured person** during **travel**.

#### Section 2E. Hijack

**We** will pay a cash benefit for each completed 24 hour period, up to a maximum of 15 days, if an **insured person** is illegally detained during **travel** as a result of the public transport which they are travelling on, being hijacked.

#### Section 2F. Overbooked Flight

**We** will reimburse travel, accommodation and meal expenses reasonably and necessarily incurred (less any compensation provided by the carrier) as a result of an **insured person** being denied boarding on a scheduled flight due to overbooking if the carrier does not provide alternative transport scheduled to depart within eight hours of the original scheduled departure time provided the **insured person** held a confirmed seat on the flight. This would not include any stand-by, companion or airline staff travel arrangement where a seat is not guaranteed.

### Conditions Applying to Section 2

The following Conditions apply to all covers under Section 2 in addition to the General Conditions applying to all Sections of the Policy:

1. **You** or the **insured person** is entitled to claim under Section 2A (Loss of Deposits) or Section 2B (Additional Cancellation, Curtailment and Interruption Expenses) but not both Sections for the same claim event.
2. Payments made under this Section will be less any refunds available to **you** or the **insured person** on any unused prepaid travel and accommodation arrangements.



3. Where an airline ticket was purchased using frequent flyer or similar air points and these cannot be recovered fully or partially from any other source, **we** will calculate the amount payable for the lost points following cancellation of the **insured person's** airline ticket as follows:
  - a) If the airline will not refund the points, **we** will refund the cost of the equivalent class airline ticket based on the quoted retail price at the time the ticket was issued; or
  - b) If the airline will only refund a portion of the value of the points, **we** will refund the cost of the equivalent class airline ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of the points refunded.
4. **We** will use the **insured person's** return ticket towards **our** costs if **we** return the **insured person** to their **country of residence**. If the **insured person** does not hold a return ticket then **we** will deduct an amount from the claim equal to the original carrier's published one way airfare to their **country of residence** based on the same class of travel as that paid for the outward flight.

### Exclusions Applying to Section 2

The following Exclusions apply to all covers under Section 2 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. The **insured person**:
  - a) **Travelling** against medical advice;
  - b) **Travelling** when they are unfit to do so;
  - c) **Travelling** to seek medical attention or advice, whether or not this is the sole reason for the **travel**; or
  - d) Having been diagnosed with a terminal condition prior to **travel**.
2. The unexpected death, **serious injury** or **serious sickness** of a **relative**, close business associate or travelling companion who is not permanently residing in the **insured person's country of residence**. For the purpose of this exclusion if the **insured person's country of residence** is New Zealand then Australia will also be included and vice versa.
3. Carrier caused delays where the costs are recoverable from the carrier.
4. Cancellation, curtailment or diversion of scheduled public transport services, including strikes or other industrial action, if there had been media warning before the date the particular travel was booked that such events were likely to occur.
5. The inability of any tour operator or travel wholesaler to complete arrangements due to a deficiency in the required number of persons to commence any tour or travel.
6. Business, employment, contractual or financial obligations or commitments of **you**, an **insured person** or any other person.
7. Change of plans or disinclination to travel on the part of the **insured person** or of any other person, to travel.
8. Any prohibition, regulation or intervention by any Government or government authority.
9. Consequential loss or loss of enjoyment.

**We** will also not pay for any:

10. Expenses that would have been incurred as part of the original travel budget or costs **you** or the **insured person** would have had to pay regardless, such as the cost of meals.
11. Expenses for which payment is more specifically designed to be covered under another Section of this Policy, for example, expenses incurred for search and rescue costs which would be considered under Section 12 (Search and Rescue).



## Section 3. Property

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### Description of Covers

#### Section 3A. Business and Personal Property

**We** will pay for accidental loss of or damage, that occurs during **travel**, to the **insured person's**:

1. Accompanied luggage, personal effects, and business property (including business papers, specifications, manuscripts and stationery for the cost of reproducing such documents but excluding research and development costs); and
2. Accompanied portable electronic equipment (including mobile computers and mobile phones).

An **excess** of \$250 applies to each and every loss under Section 3A (Business and Personal Property) for portable electronic equipment.

#### Section 3B. Mislaid Luggage

**We** will pay for the reasonable expenses necessarily incurred for the emergency replacement of essential items if during **travel** the **insured person's** luggage is delayed, misdirected or temporarily misplaced by any carrier for more than eight consecutive hours.

Where the **insured person's** mislaid luggage is not found and a claim is made under Section 3A (Business and Personal Property) the cost of any items purchased under this Section will be deducted from the total claim paid under Section 3A (Business and Personal Property).

#### Section 3C. Travel Documents

**We** will pay for the non-recoverable cost of replacing the **insured person's** travel documents, credit or bank cards should these be lost or damaged during **travel**.

#### Section 3D. Money

**We** will pay for the **insured person's** cash, bank or currency notes that are accidentally lost or stolen during **travel**.

#### Section 3E. Keys and Locks

**We** will reimburse the costs actually incurred for the replacement of keys and locks where an **insured person** loses their identification and keys at the same time while **travelling** and it is reasonable to believe that this loss could lead to a breach in personal security.

#### Section 3F. Tools of Trade/Traveller Samples

**We** will reimburse the reasonable and necessary costs for the urgent couriering of substitutes, or for the temporary hire (whichever is the lesser amount) of tools of trade or traveller samples to enable the **insured person** to continue to conduct their planned business activities following accidental loss, theft or damage of tools of trade or traveller samples while an **insured person** is **travelling**.

#### Section 3G. Golf Equipment Hire

**We** will pay for the cost of hiring golf equipment if the **insured person's** golf equipment is lost, stolen, or damaged during the **travel** or is delayed in reaching the **insured person** on their outward **international** journey for more than 12 hours.

### Basis of Settlement

The basis of settlement under this Section will be the replacement value of items and at **our** discretion **we** may choose to replace, repair, or pay for the loss in cash.

### Conditions Applying to Section 3

The following Conditions apply to all covers under Section 3 in addition to the General Conditions applying to all Sections of the Policy:

1. Any claim attributable to theft, vandalism or related to a carrier or other transportation provider must be reported to the local police authority or appropriate authority as soon as possible after its discovery. A written acknowledgement must be provided to **us**.
2. All claims for mislaid luggage must be supported by written confirmation from the carrier responsible and receipts provided for the replacement items the **insured person** needed to purchase.
3. The **insured person** must take all reasonable precautions for the safety and supervision of their luggage, personal effects, tools of trade, traveller samples, travel documents, money and credit or bank cards. Items must





not be left unattended in a public place or in a location where they cannot be properly supervised by the **insured person**.

4. The maximum amount **we** will pay for money in the custody or care of any one person will not exceed the limit shown in the Schedule of Compensation for an **insured person**, even if they are carrying other **insured person's** items.

### Exclusions Applying to Section 3

The following Exclusions apply to all covers under Section 3 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. Electrical or mechanical breakdown of any item.
2. Electronic data or software.
3. Scratching or breakage of fragile or brittle items but not including photographic or video equipment, binoculars, spectacles or contact lenses.
4. Wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
5. Household furniture and household appliances unless acquired during the **travel** for personal use in the **insured person's country of residence**.
6. Property being given to someone else other than a travelling companion or a registered accommodation or transportation provider for the purposes of carrying out their regular duties in connection with the **insured person's** planned travel itinerary, such as a hotel porter or airline check-in operator.
7. Property being shipped under any freight agreement or sent by postal or courier services except as provided for under Section 3F (Tools of Trade/Traveller Samples).
8. Goods intended for sale or trade in excess of \$1,000.
9. Depreciation or devaluation of currency.
10. Confiscation or destruction by Customs or any other authority.
11. Sporting equipment or bicycles, and tools of trade or traveller samples while in use.
12. Non-portable business property, non-portable computer equipment or non-portable electronic equipment.
13. Replacement or fulfillment of mobile phone contracts.
14. Replacement for a full set of woods or irons in the event of a claim being made for one item.
15. Jewellery or any portable electronic equipment where theft or attempted theft occurs while such items are unattended, other than when securely locked inside a building or securely locked out of sight inside a motor vehicle. This Exclusion will not apply in circumstances where the **insured person** leaves property temporarily unattended while on any conveyance and takes all reasonable precautions to safeguard the property and has no option other than to leave the property temporarily unattended.
16. Jewellery or any portable electronic equipment while carried in or on any conveyance unless they accompany an **insured person** as personal cabin luggage.



## Section 4. Personal Injury

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### Definitions for Section 4

The words listed below and shown in **bold** font have a special meaning for the purpose of Section 4. These are in addition to the Policy Definitions applying to all Sections of the Policy. Words in the singular will include the plural and vice versa.

**Aggregate period** means the total period Compensation will be paid for.

**Elimination period** means the period commencing with the first day of **temporary total disablement** or **temporary partial disablement** for which medical treatment was sought and during which no Compensation is payable.

**Finger** means the digit of the **hand**.

**Foot** means the entire foot below the ankle.

**Full break** means a break in which the bone is broken completely through with full separation between the broken bone pieces.

**Hand** means the entire hand below the wrist.

**Income** means:

1. With regard to a salaried **insured person**, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
2. With regard to a T.E.C. (i.e. Total Employee Cost) or salary packaged **insured person**, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
3. With regard to a self-employed **insured person**, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

And all derived during the 12 calendar months immediately preceding the **injury** giving rise to the claim under this Policy.

**Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Other break** means any break or fracture other than a **full break**.

**Paraplegia** means the **permanent** and entire paralysis of both legs and part or whole of the lower half of the body.

**Permanent** means lasting 12 consecutive months and at that time is certified by a **doctor** as being beyond hope of improvement.

**Quadriplegia** means the **permanent** and entire paralysis of both legs and both arms.

**Temporary partial disablement** means as a result of **injury** the **insured person** is wholly and continuously prevented from engaging in more than 50% of the duties of their usual occupation in their **country of residence**, and is under the regular care of and acting in accordance with the instructions or professional advice of a **doctor**.

**Temporary total disablement** means as a result of **injury** the **insured person** is wholly and continuously prevented completely from engaging in their usual occupation within their **country of residence**, and is under the regular care of and acting in accordance with the instructions or professional advice of a **doctor**.

**Thumb** means the digit of the **hand**.

**Toe** means the digit of the **foot**.

**Total disablement** means disablement which entirely prevents the **insured person** forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

**Total loss** means where the body part is a **limb, hand, foot, finger, thumb** or **toe** as referenced in the Table of Events, the total **permanent** physical loss or loss of use of that body part. Where the body part is an eye, **total loss** means entire and irrecoverable loss of sight in that eye. Where the body part is an ear, **total loss** means entire and irrecoverable loss of hearing in that ear. In respect of speech, **total loss** means entire and irrecoverable loss of speech.



## Description of Covers

### Section 4A. Capital Benefits

We will pay the Compensation stated in Table of Events A if an **insured person**:

1. Suffers an **injury**, or is exposed to the elements and as a direct result suffers an **injury**, that within 12 consecutive months directly results in any Event described in Table of Events A; or
2. Disappears and after 12 consecutive months it is reasonable for **us** to believe they have died due to an **injury**.

**Table of Events A**

The Events		The Compensation	
1.	Death		100%
2.	<b>Permanent total disablement</b>		100%
3.	<b>Paraplegia or quadriplegia</b>		100%
4.	<b>Permanent total loss</b> of sight of both eyes		100%
5.	<b>Permanent total loss</b> of sight of one eye		100%
6.	<b>Permanent total loss</b> of use of two <b>limbs</b>		100%
7.	<b>Permanent total loss</b> of use of one <b>limb</b>		100%
8.	<b>Permanent total loss</b> of the lens of both eyes		100%
9.	<b>Permanent total loss</b> of the lens of one eye		50%
10.	<b>Permanent total loss</b> of hearing in:		
	(a) Both ears		75%
	(b) One ear		15%
11.	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body		50%
12.	<b>Permanent total loss</b> of use of four <b>fingers</b> and <b>thumb</b> of either <b>hand</b>		70%
13.	<b>Permanent total loss</b> of use of four <b>fingers</b> of either <b>hand</b>		40%
14.	<b>Permanent total loss</b> of use of one <b>thumb</b> of either <b>hand</b>		
	(a) Both joints		30%
	(b) One joint		15%
15.	<b>Permanent total loss</b> of use of <b>fingers</b> of either <b>hand</b>		
	(a) Three joints		10%
	(b) Two joints		7%
	(c) One joint		5%
16.	<b>Permanent total loss</b> of use of <b>toes</b> of either <b>foot</b>		
	(a) All <b>toes</b> – one <b>foot</b>		15%
	(b) Great <b>toe</b> – both joints		5%
	(c) Great <b>toe</b> – one joint		3%
	(d) Other than great <b>toe</b> , each <b>toe</b>		1%
17.	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	Per Tooth	1% (to \$10,000 in total for all teeth)
18.	Shortening of leg by at least 5cm		7%
19.	<b>Permanent</b> partial disablement not otherwise provided for under Events 5 to 18 inclusive	Such percentage of the applicable capital benefit as <b>we</b> in <b>our</b> absolute discretion determine and being in <b>our</b> opinion not inconsistent with the Compensation provided under Events 9 to 18 inclusive. The maximum amount payable under Event 19 is 75% of the applicable capital benefit shown in the Schedule of Compensation.	



#### Section 4B. Broken Bones

We will pay the Compensation stated in Table of Events B if an **insured person** suffers an **injury** that within 12 consecutive months directly results in any Event described in Table of Events B.

**Table of Events B**

The Events		The Compensation
20.	<b>Broken Bones</b>	
a)	Neck or spine	<b>Full break</b> 100%
b)	Hip or pelvis	<b>Full break or other break</b> 50%
c)	Skull or shoulder blade	<b>Full break or other break</b> 20%
d)	Collar bone or upper leg	<b>Full break or other break</b> 20%
e)	Upper arm, kneecap, forearm, elbow	<b>Full break or other break</b> 15%
f)	Lower leg, jaw, wrist, cheek, ankle, <b>hand, foot</b>	<b>Full break or other break</b> 10%
g)	Ribs (per rib)	<b>Full break or other break</b> 4%
h)	<b>Finger, thumb, toe</b> (per <b>finger, thumb, toe</b> )	<b>Full break or other break</b> 3%
Maximum Compensation any one accident		Equal to limit shown in Schedule of Compensation

#### Section 4C. Surgical Benefits for Injury

We will pay the Compensation stated in Table of Events C if an **insured person** suffers an **injury** that within 12 consecutive months directly results in the surgical procedure described in Table of Events C.

**Table of Events C**

The Events		The Compensation
21.	Brain surgery	100%
22.	Amputation of a <b>limb</b>	100%
23.	Fracture of a <b>limb</b> requiring open reduction	25%
24.	Any other surgical procedure that must be performed under a general anesthetic.	10%

#### Section 4D. Surgical Benefits for Sickness

We will pay the Compensation stated in Table of Events D if an **insured person** suffers a **sickness** that within 12 consecutive months directly results in the surgical procedure described in Table of Events D.

**Table of Events D**

The Events		The Compensation
25.	Open heart surgery	100%
26.	Brain surgery	100%
27.	Abdominal surgery performed under general anesthetic	25%
28.	Any other surgical procedure that must be performed under a general anesthetic.	10%

#### Section 4E. Weekly Injury Benefits

We will pay the Compensation stated in Table of Events E if an **insured person** suffers an **injury** that within 12 consecutive months directly results in any Event described in Table of Events E.

**Table of Events E**

The Events		The Compensation
29.	<b>Temporary total disablement</b>	During such disablement the amount per week specified in the Schedule of Compensation or <b>income</b> , whichever is the lesser.
30.	<b>Temporary partial disablement</b>	During such disablement:
	a)	If the <b>insured person</b> returns to work in a reduced capacity, the Compensation payable will be the difference between the Compensation for Event 29 and the weekly <b>income</b> ; or
	b)	If the <b>insured person</b> does not return to work, the Compensation will be 25% of the Compensation for Event 29 per week.



## Section 4F. Additional Benefits

### 1. Death by Natural Causes

**We** will pay a cash benefit if within the first 90 days of **travel** an **insured person** dies as a result of sickness or disease provided the following conditions are met:

- a) The **insured person** is on **international business travel** during the **policy period**;
- b) The total duration of the **insured person's** travel does not exceed the Travel Duration Limit shown on the Policy Schedule;
- c) The **insured person's country of residence** is New Zealand; and
- d) The **insured person** is aged under 65 years of age on the date their **travel** commenced.

#### Exclusion applying to Section 4F

**We** will not be liable for any claim arising from any pre-existing medical condition for which a **doctor** was consulted or for which treatment or medication was prescribed or for any condition the manifestation of symptoms of which would have caused a reasonable person to seek medical advice within the 180 days prior to the commencement date of the **travel** during which the death occurred.

### 2. Independent Financial Advice

**We** will pay for the **insured person's** professional, financial, taxation and/or investment advice in respect of the benefit paid by **us**, if an **insured person** while **travelling** on **international business travel**, sustains an **injury** which results in a valid claim under Section 4A (Capital Benefits) Events 1 to 8 (inclusive) provided:

- a) Advice is given by a licensed financial advisor registered with the New Zealand Institute of Financial Advisers and who is not **your** employee or a **relative** of the **insured person**; and
- b) Advice is only provided solely in respect of the benefit paid by **us** and does not extend to any costs related to the management of funds.

### 3. Trauma Counselling

**We** will pay for the **insured person's** cost of trauma counselling if while **travelling** an **insured person** suffers psychological trauma as a result of being a victim of, or an eye witness to, a violent unprovoked criminal act such as serious assault, murder, violent armed robbery or an act of terrorism provided:

- a) Counselling is certified as being necessary by a qualified medical practitioner for the well-being of the **insured person**;
- b) Services are provided by a registered psychologist or psychiatrist who is not **your** employee or a **relative** of the **insured person**; and
- c) The initial counselling consultation occurs within 30 days of the event giving rise to the psychological trauma and follow on treatments are attended regularly and consecutively.

### 4. Rehabilitation Expenses

**We** will pay for the **insured person's** tuition, advice or treatment from a licensed vocational school or occupational rehabilitation institution after the happening of an Event listed in Section 4E (Weekly Injury Benefits) provided tuition, advice or treatment is undertaken with **our** prior agreement and the agreement of the **insured person's** attending **doctor**.

### 5. Escalation of Claim Amount

**We** will increase the Compensation under Section 4E (Weekly Injury Benefits) by five percent compound per annum after payment has been made for a consecutive 12 month period and again after each subsequent period of 12 months during which Compensation is paid.

### 6. KiwiSaver Contribution

**We** will pay **you** the compulsory employer contributions that **you** are legally obligated to make, as at the date of **injury**, to an **insured person's** KiwiSaver superannuation account for the period that the **insured person** is receiving Compensation under Section 4E (Weekly Injury Benefits) for Event 29. **Temporary total disablement** or Event 30. **Temporary partial disablement**.



#### 7. Spouse Accidental Death Benefit

We will pay a cash benefit should the **insured person's spouse** die in their **country of residence** as a result of an **injury** while the **insured person** is **travelling** on **international business travel**.

For the purpose of this benefit only **injury** means physical and bodily injury which happens to the **insured person's spouse** when the **insured person** is **travelling** outside their **country of residence**, as a result of external violence and which results solely and directly and independently of any other cause, including any pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such **injury**).

#### 8. Education Fund Supplement

We will pay a cash benefit for each **dependant child** for an education fund, should the **insured person** die while **travelling** outside their **country of residence** as a result of an **injury**.

### Conditions Applying to Section 4

The following Conditions apply to all covers under Section 4 in addition to the General Conditions applying to all Sections of the Policy:

1. Compensation for each Event in Tables 4A to 4E (inclusive) is only payable if an amount is shown in the Schedule of Compensation against each respective Section. Compensation will be payable as a percentage of the Maximum Compensation Payable shown.
2. The **insured person** must obtain and follow proper medical advice from a **doctor** as soon as possible after the happening of any **injury** or **sickness** likely to give rise to a claim under this Policy.
3. Compensation payable under Event 1. (Death) will be payable to **you**. Any other Compensation payable under this Section will be payable to the **insured person**.
4. With respect to the offset of Compensation under this Section:
  - a) Compensation will not be payable for more than one of the Events listed in Section 4A or 4B in respect of the same **injury**.
  - b) Compensation payable for Events 2-20 (inclusive) listed in Section 4A and 4B will be reduced by any Compensation paid under Events 21-24 (inclusive) in Section 4C and Events 29-30 (inclusive) in Section 4E in respect of the same **injury**.
  - c) If an **insured person** suffers an **injury** resulting in any one of the Events 2 to 8 (inclusive) **we** will not be liable under this Policy for any subsequent **injury** to that **insured person**.

Provided always that if an **insured person** becomes entitled to Compensation under any one of the Events listed in Section 4A or 4B (other than Event 1) an **insured person** may elect to receive Compensation either under that Event or if entitled to, under Events listed in Section 4C or 4E.

5. Any Compensation **we** pay for Event 1. (Death) where an **insured person** has disappeared will be subject to **us** receiving a signed undertaking from **you** that any such Compensation will be refunded if it is later demonstrated that the **insured person** did not die as a result of an **injury**.
6. In respect of weekly **injury** benefits:
  - a) For each **insured person** the Compensation payable under Event 29 or 30 is limited to the amount stated in the Schedule of Compensation or the **insured person's** weekly **income**, whichever is the lesser.
  - b) If the **insured person** is entitled to receive:
    - (i) Weekly or periodical disability benefits under any other policy of insurance;
    - (ii) Weekly or periodical disability benefits under the Accident Compensation Act 2001, any Workers Compensation Act or any other Statutory body having a similar effect;
    - (iii) Earned **income** from any other occupation or source; or
    - (iv) Sick leave.

Then the Compensation payable under Event 29 or 30 will be reduced by the amount necessary to limit the total of all payments, entitlements and Compensation to their **income** or the limit stated in the Schedule of Compensation, whichever is the lesser.



7. If as a result of **injury**, Compensation is payable under Section 4E and if, while the Policy is in force, an **insured person** suffers recurrence of **temporary total disablement** or **temporary partial disablement** from the same or related cause or causes, the subsequent period of **temporary total disablement** or **temporary partial disablement** will be deemed a continuation of the prior period unless between such periods the **insured person** has performed the duties of their occupation on a full-time basis for at least six consecutive months, in which event such **temporary total disablement** or **temporary partial disablement** will be deemed the result of a new **injury** and subject to a new **elimination period**.
8. Compensation will not be payable:
  - a) For longer than the **aggregate period** in respect of the Events in Section 4E with regard to any one **injury**.
  - b) Under Section 4E beyond the time that the **insured person** becomes entitled to Compensation under Section 4A Event 2, **Permanent total disablement**.

#### Exclusion Applying to Section 4

The following Exclusion applies to all covers under Section 4 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. Any type of illness, disease, infection or contagion, even if contracted through an **injury** or **sickness**. This Exclusion will not apply to any accidental needle stick injuries, medically acquired infections or blood poisoning.





## Section 5. Alternative Employee or Resumption of Assignment

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### Description of Cover

**We** will reimburse the reasonable transportation expenses incurred during a **policy period** following an event covered under Section 1 (Medical and Related Expenses) or Section 2 (Deposits and Expenses) to:

1. Send a substitute person to complete the original business commitments and objectives of an **insured person** who is unable to do so; or
2. Return the original **insured person** who **we** repatriated back to their **country of residence** within 90 days of such repatriation, to complete their original business commitments and objectives.

### Exclusions Applying to Section 5

The following Exclusions apply to all covers under Section 5 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. The **insured person**:
  - a) **Travelling** against medical advice;
  - b) **Travelling** when they are unfit to do so;
  - c) **Travelling** to seek medical attention or advice, whether or not this is the sole reason for the **travel**; or
  - d) Having been diagnosed with a terminal condition prior to **travel**.
2. The unexpected death of a **relative** who is not permanently residing in the **insured person's country of residence**. For the purpose of this exclusion if the **insured person's country of residence** is New Zealand then Australia will also be included and vice versa.
3. The original **insured person** returning to resume their assignment if we have already paid transportation expenses for a substitute person.
4. Transportation expenses that would have been incurred as part of the original travel budget or costs **you** would have had to pay regardless, such as the cost of meals.
5. Transportation expenses for business class airfares within the **insured person's country of residence** or **international** business class airfares if the original **insured person** travelled economy class at **your** instruction.

**We** will also not pay any claim under this Section if:

6. **We** have repatriated an **insured person** under Section 6 (Political Risk and Natural Disaster Evacuation).



## Section 6. Political Risk and Natural Disaster Evacuation

### Description of Cover

**We** will pay for the reasonable and necessary costs to return the **insured person** to their **country of residence** using scheduled transport where available, or the reasonable and necessary costs of accommodation actually incurred, up to a maximum period of 14 days where the **insured person** is unable to return to their **country of residence**, if while an **insured person** is **travelling** outside their **country of residence**:

1. Officials in the country the **insured person** is in recommend that certain categories of persons, which include the **insured person**, should leave that country;
2. The **insured person** is expelled from or declared persona non grata in the country they are in;
3. A major natural disaster has occurred in the country the **insured person** is in necessitating their immediate evacuation in order to avoid risk of personal injury or sickness to themselves; or
4. There is wholesale seizure, confiscation or expropriation of **your** or the **insured person's** property, plant or equipment.

### Conditions Applying to Section 6

The following Conditions apply to all covers under Section 6 in addition to the General Conditions applying to all Sections of the Policy:

1. **We** will at **our** sole discretion, decide where to send the **insured person**.
2. Where **we** have repatriated an **insured person** under this Section there is no cover under Section 5 (Alternative Employee or Resumption of Assignment).

### Exclusions Applying to Section 6

The following Exclusions apply to all covers under Section 6 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. The **insured person** violating the laws or regulations of the country from which they are to be evacuated.
2. **You** or the **insured person** failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation.
3. **You** or the **insured person** failing to honour any contractual obligations or bond, or to obey any conditions in a license.
4. Debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause.
5. Political unrest or natural disaster that was in existence prior to the **insured person** entering the country, or where its occurrence was foreseeable to a reasonable person prior to the **insured person** entering the country.
6. Accommodation for a period in excess of 14 days for each **insured person** for any one event.
7. Expenses that would have been incurred as part of the original travel budget or costs **you** or the **insured person** would have had to pay regardless, such as the cost of meals.

**We** will also not pay any claim under this Section if:

8. **We** have repatriated an **insured person** under Section 5 (Alternative Employee or Resumption of Assignment).



## Section 7. Missed Transport Connection

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### Description of Cover

**We** will pay the reasonable and necessary additional expenses for the use of alternative scheduled public transport to enable an **insured person** to arrive at their destination on time if:

1. The **insured person** is officially scheduled to attend a business meeting or conference during **travel** which cannot be delayed for their late arrival; and
2. The **insured person** misses a scheduled transport connection as a direct result of unforeseen and unavoidable circumstances which results in their inability to arrive at their destination at the original scheduled arrival time.

### Exclusions Applying to Section 7

The following Exclusions apply to all covers under Section 7 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. Any personal, business or employment commitment, or a financial or contractual obligation of **you** or the **insured person** or of any other person.
2. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or travel.

**We** will also not make any payment for any claim or expense if such payment is:

3. Recoverable by **you** or the **insured person** from the carrier. **We** will however pay the difference between what is recoverable from any other source and what the **insured person** would be otherwise entitled to recover under this Policy.



## Section 8. Rental Vehicle Expenses

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### Definitions for Section 8

In addition to the Policy Definitions, words with a special meaning in Section 8 are listed below and are shown in **bold** font. Words in the singular will include the plural and vice versa.

**Rental vehicle** means a non-commercial vehicle hired or rented from a licensed motor vehicle rental agency for the sole purpose of carrying the **insured person** and their travelling companions on public roadways. It will not include any other type of vehicle or vehicle use.

### Description of Cover

#### Section 8A. Rental Vehicle Excess

**We** will reimburse any excess or deductible which **you** or the **insured person** become legally liable to pay under the hire agreement in respect of loss or damage to a **rental vehicle** during the rental period.

#### Section 8B. Return of Rental Vehicle

**We** will reimburse the actual costs necessarily incurred if an **insured person** is certified by a **doctor** as being unfit to drive as a result of an **injury** or **sickness** and is unable to fulfill their contractual obligations in returning a **rental vehicle** to the rental organisation's nearest depot.

### Conditions Applying to Section 8

The following Conditions apply to all covers under Section 8 in addition to the General Conditions applying to all Sections of the Policy:

1. As part of the rental or hire arrangement the **insured person** must purchase comprehensive insurance cover (not third party cover) as provided by the rental agency to protect against loss or damage to the **rental vehicle** during the rental period.
2. The **insured person** must comply with all requirements of the rental organisation under the rental agreement and of the rental insurer under such rental insurance.

### Exclusions Applying to Section 8

The following Exclusions apply to all covers under Section 8 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. Operation of the **rental vehicle** in violation of the terms of the rental agreement.
2. Wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.
3. The **rental vehicle** being used beyond the limits of any public roadway or on any roadway inaccessible to two wheel drive cars.



## Section 9. Kidnap, Ransom and Extortion

### Definitions for Section 9

In addition to the Policy Definitions, words with a special meaning in Section 9 only are listed below and are shown in **bold** font. Words in the singular will include the plural and vice versa.

**Employee** means any person in **your** regular service who **you** compensate by salary, wages and/or commissions and which **you** have the right to govern in the performance of such service.

**Informant** means any person, other than an **insured person**, providing information not otherwise obtainable, solely in return for a reward offered by **you**.

**Insured person(s)** means the Insured (if a natural or legal person, sole proprietorship, or partnership) listed in the Schedule, and any director, officer or **employee** of the Insured who is listed in the Schedule.

**Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more **insured person** (except a minor by his or her parent) for the purpose of demanding **ransom monies**.

**Personal extortion** or **extortion** means any threat or connected series of threats communicated to **you** or to an **insured person** for the purpose of demanding **ransom monies**, to:

1. Kill, physically injure or kidnap an **insured person**; and/or
2. Divulge any confidential, private or secret information unique to **you** in relation to **your** business;

Provided that **ransom monies** are not in the possession of the **insured person** at the time of the threat.

**Ransom monies** means any monies which **you** or an **insured person** has paid (or lost in-transit/delivery) under circumstances described in the Description of Cover below. The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

**Victim** means an **insured person** who is the subject of an Insured Event.

### Description of Cover

**We** will indemnify **you** should any of the following Insured Events happen to an **insured person** during the **travel**:

#### Insured Events

1. **Kidnapping** or alleged **kidnapping** of an **insured person**; or
2. **Personal extortion** threats to an **insured person**

**We** will indemnify **you** for the following:

1. **Ransom monies** paid by **you** or an **insured person** resulting directly from a **kidnapping** or **extortion** occurring during the **policy period**.
2. In-transit/delivery loss due to destruction, disappearance, confiscation or wrongful appropriation of **ransom monies** while being delivered to person(s) demanding the **ransom monies** by anyone who is authorised by **you** or an **insured person** to have custody of them, provided, however, that the **kidnapping** or **extortion** which gave rise to the delivery is covered by this Section.
3. Any reasonable and necessary expenses incurred and paid by **you** or an **insured person** solely and directly as a result of an Insured Event covered under this Section, including but not limited to:
  - a) The amount paid by **you** or an **insured person** as reward to an **informant** for information relevant to any Insured Event;
  - b) Interest costs for a loan from a financial institution made to **you** or an **insured person** for the purpose of paying **ransom monies**;
  - c) Costs of travel and accommodations as follows:
    - (i) Costs incurred by **you** or an **insured person** while attempting to negotiate an incident covered under an Insured Event.
    - (ii) Travel costs of a **victim** to join their immediate family upon their release, and the travel costs of an **employee** to replace the **victim**.
  - d) Salary, which will **mean** the following:
    - (i) The amount of remuneration previously paid by **you** at an annual rate including but not **limited** to average bonuses, commissions, cost of living adjustments or foreign tax reimbursements the

**insured person** would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the **kidnapping**), which **you** continue to pay to or on behalf of the **insured person** for the duration of the **kidnapping**. Salary will be paid until the earliest of the following:

- (1) Up to 30 days after the release of the **insured person**, if the **insured person** has not yet returned to work; or
  - (2) Discovery of the death of the **insured person**; or
  - (3) 120 days after **we** receive the last credible evidence that the **insured person** is still alive; or
  - (4) 60 months after the date of the **kidnapping**; and
- (ii) The amount of remuneration, paid by **you** at an annual rate, of an individual newly hired to conduct the specific duties of the **insured person** while they are absent due to a **kidnapping** for so long as the **insured person's** own salary under (i) above is covered.
- e) Personal financial loss suffered by an **insured person** solely and directly as the result of their physical inability to attend to personal financial matters while a **victim** of a **kidnapping** (or while involved with the handling or the negotiation of the same). Coverage will include but not be limited to loss which results from the **insured person's** failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage. Claims will be payable to **you** where **you** have indemnified the **insured person** for these losses;
  - f) Rest and rehabilitation expenses, including travel, lodging, meals and recreation of the **victim** and the **victim's spouse** and/or any **dependant children**, up to a maximum of \$5,000 in aggregate;
  - g) Fees and expenses of a qualified interpreter assisting **you** or the **insured person** following an Insured Event.
4. Judgments, settlements and defence costs (with **our** written consent) incurred as a result of any claim or suit brought by or on behalf of an **insured person** (or the heirs, estate, or legal representatives of an **insured person**) against **you** solely and directly as a result of a **kidnapping** or **extortion**, provided such suit or claim is made within 12 consecutive months of the release or death of the **insured person** or the last credible **extortion** threat made during the **policy period**, but no longer than 60 months after the commencement of the **kidnapping** or **extortion**. As additional conditions precedent to **our** liability, **you** will:
- a) Immediately notify **us** of the claim or suit;
  - b) Not admit liability; and
  - c) Co-operate with **us** in conducting the defence of the claim or suit.

**We** will have the right to investigate, negotiate or settle the claim or suit or to take over the conduct of the defence, and **you** and the **insured person** must co-operate with **us** in this regard.

#### Territory

This cover applies to incidents anywhere in the world except for:

1. Any of the countries shown in the table below:

Afghanistan	Iraq	Pakistan
Chad	Mexico	Sudan
Colombia	Myanmar	Venezuela
Democratic Republic of Congo	Niger	Yemen
Iran	Nigeria	

2. The **insured person's country of residence**; or
3. Any country where the **insured person** is permanently residing or is staying for more than 180 consecutive days.



## Conditions Applying to Section 9

The following Conditions apply to all covers under Section 9 in addition to the General Conditions applying to all Sections of the Policy:

1. As a condition precedent to **our** liability under the Insured Events, **we** must have approved the payment of the **ransom monies**.
2. Prior to the payment of **ransom monies**, **you** must make every reasonable effort to:
  - a) Determine that an Insured Event has actually occurred;
  - b) Give immediate oral and written notice to **us** with periodic and timely updates concurrent with activity occurring during the incident; and
  - c) If it appears to be in **your** and the **insured person's** best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.
3. **You** and the **insured person** will use all reasonable efforts not to disclose the existence of this Section. This condition will also apply to any excess or other insurance.
4. The maximum limit and aggregate limit of **our** liability will not exceed the sum insured stated in the Schedule of Compensation by reason of any one Insured Event, except where stated to the contrary. All losses will be deemed to have been incurred during the **policy period** in which the Insured Event occurred.
5. **You** and the **insured person** will use due diligence and do all things reasonably practicable to avoid or diminish any loss insured under this Section.
6. **You** will file a detailed, sworn Statement of Loss with **us** as soon as possible after the date of loss.
7. In the event that any one of the **insured person**, who is not their **employee**, is an **insured person** under any other similar policy or policies issued by **us** (or by any other member or affiliated insurance company of AIG) and a loss involving that director is reported under this Policy and under one or more such other policies, then **our** aggregate liability (including that of any of **our** other member company(ies)) for each loss will not be cumulative and will not exceed the highest Limits of Liability applicable to each loss under any one of the policies.
8. This Section may not be assigned or transferred.
9. **We** may examine and audit **your** business documents, relating to the subject matter of this insurance, until 3 years after this **policy period** has expired or has been cancelled. Any premium due for exposures which exist but were not reported will be determined by **our** audit.
10. In the event of any payment under this Section, all recoveries, net of **our** actual recovery cost, will be distributed firstly to **us** for all amounts paid by **us** under this Section and any remainder will be paid to **you**.
11. No suit, action or proceeding for recovery of any loss under this Section will be sustainable in any court of law, equity or other tribunal unless all the requirements of this Section are complied with and it is commenced within 12 consecutive months after **you** have filed a Statement of Loss with **us**.
12. Notice to any of **our** representatives or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of this Section or stop **us** from asserting any right under the terms of this Section, nor will the terms of this Section be waived or changed unless agreed to in writing by **us**.
13. Except as indicated to the contrary, all notices, applications, demands and requests provided for in this Section will be in writing and will be given to or made upon either party at its address shown at the end of this Policy.
14. Regardless of the number of years this Policy will continue in force, and of the number of premiums, which will be payable or paid or of any other circumstances whatsoever, **our** liability under this Policy with respect to any loss will not be cumulative from year to year or period to period. When there is more than one insured, the aggregate Limit of Liability for **our** loss(es) sustained by any or all of them will not exceed the amount for which **we** would be liable if all loss(es) were sustained by any one of them.
15. If, through either consolidation or merger with acquisition of the majority stock ownership of, or acquisition of the assets of, some other entity, exposures are created which are covered by this Policy and were not originally part of the Insured based on the original description of the Insured at the time of policy issue, the Insured will give **us** written notice within 30 days of such consolidation, merger or acquisition and upon acceptance by **us** of the additional exposure, will pay **us** an additional premium computed from the date of the consolidation, merger or acquisition to the end of the current premium period.



## Exclusions Applying to Section 9

The following Exclusions apply to all covers under Section 9 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. The fraudulent, dishonest, or criminal acts of **you**, any **insured person**, or any other person authorised by **you** to have custody of **ransom monies**. This Exclusion will not apply to the payment of **ransom monies** by **you** or **insured person** in a situation where local authorities have declared such payment illegal.
2. Monies or property surrendered away from **your** premises in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay an **extortion** or demand for **ransom monies** previously communicated to **you** or an **insured person**.
3. Monies or property surrendered on **your** premises unless brought onto the premises after receipt of an **extortion** or demand for **ransom monies** for the purpose of paying that demand.
4. Actual loss of or damage to property of any description, including intellectual property, as a result of an Insured Event or the carrying out of a **personal extortion** threat. This Exclusion does not apply to in-transit/delivery loss of **ransom** and/or **extortion** monies.

## Section 10A and Section 10B. Personal Liability

### Definitions for Section 10

In addition to the Policy Definitions, words with a special meaning in Section 10 only are listed below and are shown in **bold** font. Words in the singular will include the plural and vice versa.

**Charge** means a charge arising under section 9 of the Law Reform Act 1936 (New Zealand), section 6 of the Law Reform (Miscellaneous Provisions) Act 1946 (New South Wales), sections 25 to 28 of the Law Reform (Miscellaneous Provisions) Act 1955 (ACT), sections 26 to 29 of the Law Reform (Miscellaneous Provisions) Act 1956 (Northern Territory) and/or any other legislative provision of similar effect.

### Description of Covers

#### Section 10A. Damages, Compensation and Legal Expenses

**We** will pay damages, compensation and directly associated legal expenses which **you** or the **insured person** become legally liable to pay during the **policy period** as a result of the **insured person's** negligence during the **travel** causing:

1. Bodily injury including death or illness to another person; or
2. Loss of or damage to property

#### Section 10B. Legal Expenses Subject to the Existence of a Charge

If **we** (in **our** sole and absolute discretion) determine that any loss covered by any Section 10A is subject to the existence or potential existence of a **charge**, **we** will not be obligated to advance any legal expenses under that section, but instead **we** will pay such legal expenses solely under this Section 10B (Legal Expenses Subject to the Existence of a Charge).

### Conditions Applying to Section 10

The following Conditions apply to all covers under Section 10 in addition to the General Conditions applying to all Sections of the Policy:

1. **You** and/or the **insured person** must not admit fault or liability to any other person without **our** prior written consent.
2. Legal expenses for settling and defending the claim made against **you** or the **insured person** will only be payable where they have been incurred with **our** prior approval and where **we** have the right to defend any claim which this Policy may respond to.

### Conditions Applying to Section 10B

The following Conditions apply to cover under Section 10B only, in addition to the Conditions applying to Section 10 above and the General Conditions applying to all Sections of the Policy:

1. All legal expenses paid, or to be paid, under Section 10B (Legal Expenses Subject to the Existence of a Charge) will not include taxes (other than an amount of GST for which **you** or an **insured person** is not entitled to an input tax credit); remuneration or employment-related benefits; loss or any other damages, compensation, fines or penalties; nor amounts which **we** are prohibited from paying by law.
2. Subject to clause 4 below, if:
  - a) Any loss covered by this Policy would have been paid by **us** but for the existence or potential existence of a **charge**; and
  - b) That loss (or any part of that loss) has been paid to **you** or an **insured person** under Section 10B (Legal Expenses Subject to the Existence of a Charge); and
  - c) Upon the final determination of the existence and extent of any such **charge** the loss (or any part of the loss) is determined not to be, or to have been, subject to the **charge** and could have been paid to **you** or an **insured person** under Section 10A;

Then **we** will as soon as practicable reinstate the Maximum Compensation Payable under Section 10B (without deduction or set-off) by an amount equivalent to such loss or part of such loss falling within each of a), b) and c) above and the Maximum Compensation Payable under Section 10A will be reduced by the amount of the reinstatement.



3. Subject to clause 4 below, if, prior to the final determination of the existence and extent of any **charge**, **we** (in **our** sole and absolute discretion) determine that any loss paid to **you** or an **insured person** under Section 10B (Legal Expenses subject to the existence of a Charge) could have been paid under Section 10A, **we** will as soon as practicable reinstate the Maximum Compensation Payable under Section 10B by an amount equivalent to such loss (without deduction or set-off) and any such amounts reinstated under this clause will apply in reduction of any reinstatement under clause 2 above and the Maximum Compensation Payable under Section 10A will be reduced by the amount of the reinstatement.
4. Subject to the aggregate limit of liability d), the amount available to reinstate the Maximum Compensation Payable under Section 10B as provided in clauses 2 and 3 above will not exceed the balance of the Maximum Compensation Payable for each **insured person** for each period of **travel** under Section 10A stated in the Schedule of Compensation.

### Exclusions Applying to Section 10

The following Exclusions apply to all covers under Section 10 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. Bodily injury including death or illness to the **insured person** or to any member of their family ordinarily residing with them.
2. Bodily injury including death or illness to any of **your** or the **insured person's** employees arising out of or in the course of employment.
3. Loss of or damage to property owned by the **insured person** or any member of their family ordinarily residing with them.
4. Loss of or damage to business or personal property in the control of the **insured person** or any member of their family ordinarily residing with them.
5. Loss of or damage to property or bodily injury arising out of **your** or the **insured person's** ownership, use or possession of any mechanically propelled vehicle (other than golf buggies and motorised wheelchairs), aircraft or waterborne craft.
6. Loss of or damage to property or bodily injury arising out of **your** or the **insured person's** business or trade, or out of professional advice given by **you** or by the **insured person**.
7. Any contract unless such liability would have arisen in the absence of that contract.
8. Judgments which are not in the first instance either delivered by, or obtained from a court of competent jurisdiction within New Zealand or the country in which the event occurred giving rise to **your** or the **insured person's** liability.
9. Any exemplary, punitive or aggravated damages.
10. Any liability for which payment should be more specifically claimed under any other insurance policy in **your** name or in the name of the **insured person**.



## Section 11. Identity Guard

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### Definitions for Section 11

In addition to the Policy Definitions, words with a special meaning in Section 11 only are listed below and are shown in **bold font**. Words in the singular will include the plural and vice versa.

**Credit account** means any credit arrangements from a financial institution for personal use, such as a credit card account or a car, home or personal loan account.

**Identity theft** means the unauthorised and/or illegal use of an **insured person's personal identifying information** to open **credit accounts** and/or bank accounts that they did not authorise.

**Income** means:

1. With regard to a salaried **insured person**, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
2. With regard to a T.E.C. (i.e. Total Employee Cost) or salary packaged **insured person**, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
3. With regard to a self-employed **insured person**, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income.

And all derived during the 12 calendar months immediately preceding **identity theft** giving rise to the claim under this Policy.

**Personal identifying information** means a wallet, passport, drivers licence or documentation of a similar nature that can be used to ascertain the identity of an individual person.

**Suit** means a civil proceeding seeking monetary damages as a result of **identity theft**, or a criminal proceeding in which **you** are or the **insured person** is charged with illegal acts committed by someone else while engaged in the theft of an **insured person's** identity.

### Description of Covers

#### Section 11A. Identity Theft Legal Expenses

**We** will reimburse legal and court costs incurred by an **insured person** if whilst **travelling** the **insured person's personal identifying information** is lost or stolen and the loss or theft results in **identity theft** within three (3) calendar months, to:

1. Defend any **suit** brought against the **insured person** by a creditor or collection agency or someone acting on their behalf as a result of **identity theft**.
2. Remove any civil or criminal judgment wrongfully entered against the **insured person** as a result of **identity theft**.
3. Challenge the accuracy or completeness of any information in the **insured person's** consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of **identity theft**.

#### Section 11B. Lost Wages

**We** will reimburse loss of **income** attributed to the time taken from work solely as a result of an **insured person's** efforts to correct their financial records that have been altered due to an **identity theft** that is covered under Section 11A (Identity Theft Legal Expenses). Payment of lost wages includes compensation for whole or partial unpaid workdays. An **insured person** must take these unpaid days within 12 months of making an **identity theft** claim.

#### Section 11C. Unauthorised Use

**We** will reimburse the **insured person's** actual financial loss incurred if whilst **travelling** the **insured person's personal identifying information** is lost or stolen and the loss or theft results in **identity theft** within three (3) calendar months.



#### Section 11D. Miscellaneous Expenses

We will reimburse the actual costs incurred by an **insured person** if whilst **travelling** the **insured person's personal identifying information** is lost or stolen and the loss or theft results in **identity theft** within three (3) calendar months, to:

1. Re-file applications for **credit accounts** or banking accounts that are rejected solely because the lender received incorrect information as a result of a covered **identity theft**.
2. Obtain legal copies of documents related to an **insured person's identity theft**, long distance telephone calls, and certified mail reasonably incurred as a result of an **insured person's** efforts to report an **identity theft** providing the **insured person's personal identifying information** is lost or stolen whilst **travelling** and it is reasonable to suspect that **identity theft** has occurred.
3. Correct their financial and credit records that have been altered or contest the accuracy or completeness of any information contained in an **insured person's** credit history as a result of a covered **identity theft**.
4. Obtain a maximum of four credit reports from an entity approved by **us** following a valid claim for **identity theft**. The credit reports will be requested when a claim is made.

#### Conditions Applying to Section 11

The following Conditions apply to all covers under Section 11 in addition to the General Conditions applying to all Sections of the Policy:

1. The **insured person** must report any loss or theft of **personal identifying information** to the local police authority as soon as possible after its discovery. A written acknowledgement must be provided to **us**.
2. Following discovery of **identity theft** you or the **insured person** must:
  - a) Notify the **insured person's** credit or bank account issuer within 24 hours;
  - b) Contact **us** to make a claim and obtain proper forms and additional instructions within 48 hours; and
  - c) Complete and return any claim forms required by **us** within 30 days of discovery of **identity theft** including authorisation for **us** to obtain records and other information (as applicable) such as credit reports.
3. The **insured person** will allow **us** unrestricted access to inspect their financial records.
4. **You** and the **insured person** will allow **us** to enforce any legal rights an **insured person** or **we** may have in relation to their **identity theft**. This includes but is not limited to, an **insured person's** attendance at depositions, hearings and trials, and giving evidence as necessary to resolve their **identity theft**.
5. **You** or the **insured person** must send **us** copies of any demands, notices, summonses, complaints, or legal papers received in connection with any claim under this Section.

#### Exclusions Applying to Section 11

The following Exclusions apply to all covers under Section 11 in addition to the General Exclusions applying to all Sections of the Policy.

We will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. **Identity theft** that has not been verified by an **insured person's** financial institution.
2. **You** or the **insured person's** failure to take all reasonable and prudent steps and/or actions to protect an **insured person's** identity or an **insured person's personal identifying information**.
3. Loss or theft of **personal identifying information** stored on any electronic device or by electronic means, except where the electronic device is a smartphone, laptop computer or USB storage device that is lost or stolen whilst an **insured person** is **travelling**.
4. Credit reports requested prior to the discovery of an **insured person's identity theft**.
5. Any costs where the **insured person** is not held liable for by their financial institution.
6. Monetary losses other than the out-of-pocket expenses related to the resolution of an **insured person's identity theft** outlined in this policy other than under Section 11C (Unauthorised Use).
7. In respect of any claim under Section 11B (Lost Wages):
  - a) The **insured person** not providing notarised proof that it was necessary to take unpaid time away from their work.
  - b) Any time away from self-employment or workdays that will be paid by an **insured person's** employer.



8. Expenses submitted more than 12 months from the time **identity theft** was reported.

## Section 12. Search and Rescue

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### Description of Covers

**We** will reimburse the necessary and reasonable search and rescue costs incurred if an **insured person** is reported as missing outside their **country of residence** and it becomes necessary for police authorities, a recognised rescue provider or an official search organisation to launch a search and rescue operation where:

1. It is known or believed that the **insured person** may have sustained an **injury** or **sickness**; or
2. Weather or safety conditions make it necessary to do so in order to prevent the **insured person** from sustaining an **injury** or **sickness**.

### Conditions Applying to Section 12

The following Conditions apply to all covers under Section 12 in addition to the General Conditions applying to all Sections of the Policy:

1. **You** or an **insured person** must inform Travel Guard immediately or soon as is practicable, of any emergency that may potentially give rise to a claim. Travel Guard services are only provided to assess and monitor the **insured person's** situation and Travel Guard cannot take over the running of the search and rescue operation.
2. A written statement from the applicable rescue authorities involved in the search and rescue must be obtained and provided to **us** in the event of a claim.

### Exclusions Applying to Section 12

The following Exclusions apply to all covers under Section 12 in addition to the General Exclusions applying to all Sections of the Policy.

**We** will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. **You** or an **insured person** failing to comply with local safety advice and/or adhere to any recommendations that are in force during an **insured person's travel**.
2. An **insured person** knowingly endangering their own life or the life of any other **insured person**.
3. An **insured person** engaging in activities where their experience or skill level falls below those reasonably required to participate in such activities.
4. Any person not insured under this Policy.
5. Additional costs incurred on or after the **insured person** is recovered by a search and rescue operation or incurred after the time where the recognised rescue provider or police authorities advise that continuing the search is no longer viable.



## Included Service – Travel Guard

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**Insured persons** travel with the worldwide support of Travel Guard. Note that under some Policy Sections Travel Guard must be contacted before **you** or the **insured person** incur expenses under this Policy. Refer to the General Conditions and the relevant Section for full details.

In the event of a medical or other emergency outside their **country of residence**, the **insured person** should call the Travel Guard telephone number (reverse charge where available) shown on the Emergency Travel Card which has been supplied to **you** and which should be carried by all **insured persons travelling** outside their **country of residence**.

Travel Guard is a worldwide team of medical, security and travel assistance professionals who are available 24 hours a day for advice and assistance for travel related emergencies and any associated problems for **insured persons** outside their **country of residence**.

If the **insured person** needs to discuss the terms and conditions of this Policy while outside their **country of residence**, or needs advice regarding the replacement of lost or stolen luggage, credit cards or any similar problems Travel Guard is only a telephone call away.

**Travel Guard arranges access to the following services free of charge, subject to the terms and conditions of your Policy and applicable laws:**

- Pre-departure health information.
- 24/7 access to a registered medical practitioner for emergency assistance and advice.
- 24/7 access to a security analyst for information and advice should you feel threatened.
- Referral to the nearest suitable doctor, dentist, clinic or hospital.
- Payment guarantees to hospitals.
- Second opinions on proposed treatment plans.
- Medical case management.
- Emergency evacuation to the closest centre of medical excellence, if necessary.
- Assistance with travel arrangements in the event of an emergency or coverable event.
- Location of Embassies and Consulates.
- Legal referral service.
- Assistance in replacement of travel documents and passports.
- Assistance in cancellation and replacement of lost or stolen credit cards.
- Assistance and advice regarding the replacement of lost or stolen luggage.
- Urgent message service and emergency travel planning.
- Communication to **you** or family at home, of the **insured person's** medical condition and progress.

### Important

To contact Travel Guard at any time of the day, from anywhere in the world, **you** or the **insured persons** can call either of the telephone numbers below (reverse charge where available) and speak directly to Travel Guard personnel:

**+64 9 359 1678 or +60 3 2772 5558**

This number is shown on the Emergency Assistance Card supplied. If **you** or the **insured person** have not received this card or require more cards please contact **us**.

Alternatively, send an email to **nzassistance@aig.com** and ask for an immediate call back. Please include the country code with the contact telephone number.

If an **insured person** is travelling to an area with poor telecommunication then please ensure that they have the facility to contact Travel Guard. Calls made to test the line of communication in remote areas are encouraged.

Please ensure that before calling Travel Guard, **you** or the **insured persons** have all the relevant information close at hand including details concerning what has transpired, the assistance required and importantly, a contact telephone number. Although the service Travel Guard can provide may be limited due to geographical isolation or a lack of facilities in the area where the **insured persons** are located, in every instance they will do their utmost to assist the **insured person**.



## Included Service – AIG Global Security

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All **insured persons** have access to security advice, direction and assistance 24 hours a day, 7 days a week through the worldwide security expertise of AIG Global Security.

If due to unforeseeable circumstances that are covered by this Policy, an **insured person's** safety is put at risk or conditions necessitate their evacuation from an area of imminent physical danger, AIG Global Security is there to provide advice and assistance to safeguard the **insured person**.

In the event of an emergency, simply call (reverse charge where available) Travel Guard any time from any place in the world using either of the following numbers:

**+64 9 359 1678 or +60 3 2772 5558**

In addition to dealing with an immediate security risk, **you** and **insured persons** will also have access to the following additional security tools:

### Country Reporting

**We** can assist **you** and **insured persons** to prepare for potentially risky situations based on the travel destination including information on security risks, kidnap for ransom, political conditions, travel logistics and cultural pointers including:

- Digital maps with colour coded areas of risk.
- Detailed coverage of breaking events.
- Threat level ratings.
- Country and city profiles.
- Essential travel and cultural data.
- Business information and demographics.
- Local law enforcement capabilities.
- Transportation concerns and safety.
- Calendar of significant dates.
- Local restrictions.
- Aviation issues.
- Medical and health information.

### Daily News – Email Reports

**You** and any **insured person you** wish to nominate are also able to receive email reports every weekday, covering political stability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world.

To access any of the services above email us on [aigtravel@aig.com](mailto:aigtravel@aig.com).

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Bring on tomorrow