# Gold Card Insurances

# Overseas Travel Insurance. Purchase Protection Insurance. Extended Warranty Insurance.

These are your **Gold card** account insurance policies, effective 8 August 2018. Please read this document carefully and keep it in a safe place.

Please read and consider the terms of the policy carefully. This policy contains important restrictions relating to age and journey duration. To check whether you have activated cover for your journey, please visit **travelactivate.co.nz**.



These are your *Gold card* Insurance policies. This policy document is effective from 8 August 2018 and supersedes any previous policy documentation issued by us in relation to *Gold card* Insurances.

# The arrangement

Westpac Gold card Overseas Travel Insurance, Purchase Protection Insurance and Extended Warranty Insurance are benefits available to Westpac New Zealand Limited ("Westpac") *Gold cardholders* and are insured by AIG Insurance New Zealand Limited, pursuant to an agreement with Westpac. The policy references contained in this document refer to the terms and conditions that appear under the Master Policies issued to Westpac under which this insurance is provided to *Gold cardholders*. These Master Policies are intended to confer a benefit on *Gold cardholders* in terms of section 4 of the Contracts (Privity) Act 1982.

Westpac is neither the insurer under these policies nor the agent of AIG Insurance New Zealand Limited in relation to Gold card Overseas Travel Insurance, Purchase Protection Insurance and Extended Warranty Insurance and does not guarantee the obligations of AIG Insurance New Zealand Limited under these policies. Information about these policies, including FAQs, can be found online at www.travelactivate.co.nz or you can call AIG on 0800 465 322.

#### Cancellation of the Master Policies

Pursuant to Westpac's agreement with *us*, this policy may be cancelled at any time with not less than thirty (30) days' written notice of such cancellation being given by Westpac to the *primary cardholder*. If however, the *Gold cardholder* has already activated cover at the time that notice of cancellation would be received in the ordinary course of post, *we* will continue to cover *you* for any losses that occur during the *period of insurance*.

If the *Gold card* is cancelled by either the *Gold cardholder* or Westpac, *your* cover will cease immediately.

# Changes to the Master Policies

Pursuant to Westpac's agreement with *us*, Westpac may change, add to, delete or replace the terms and conditions of this policy at any time by giving not less than thirty (30) days' notice to the *primary cardholder*. Such notice may be given by any one (1) or combination of the following:

- A letter sent to the primary cardholder's last known address:
- Bank statement inserts:

- An email sent to the *primary cardholder's* last known email address;
- Statements on Westpac's website;
- Notices in Westpac branches; or
- Statements in the media (including public notices).

For the purpose of clarity **we** will assess claims on the terms and conditions that were in force at the time the **Gold cardholder** activated cover under this policy.

For *your* benefit, a copy of the most recent terms and conditions can be accessed by visiting **travelactivate.co.nz**.

# **Important Contact Information:**

#### From within New Zealand

Visit travelactivate.co.nz to:

- Confirm your eligiblity for cover for each and every trip;
- Apply for optional extensions for each and every trip: pre-existing medical conditions cover, snow sports benefits, cover for travel exceeding 35 days (duration buyout), or mature age cover. Please note that your cover extension must be purchased pre-departure for each and every trip you undertake;
- To review answers to frequently asked questions;
- To obtain additional copies of Gold card Insurance policy wordings;
- For information about how to submit a claim.
- If you have further pre-departure queries please call the AIG Call Centre on 0800 465 322.

#### From outside New Zealand

 For emergency assistance, from any place in the world, call Travel Guard on +64 9 359 1624.

# Things to do:

- Read your policy carefully before you make your travel arrangements;
- Visit travelactivate.co.nz if you have any queries prior to your departure;
- Ensure you have all your activation documents with you as outlined in Part A: 2. (insurance activation); and
- Have the emergency assistance number +64 9 359 1624 for Travel Guard with you to call if you have an emergency or require medical attention whilst overseas;
- For a claim form please visit travelactivate.co.nz and click on the claim menu.

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# Gold Card Overseas Travel Insurance

# Schedule of Benefits

The table below shows the maximum amounts payable per *period of insurance*, for each policy benefit. Sub-limits or reduced payment levels may apply. Please refer to the applicable policy benefit for full cover details, to ensure the policy meets *your* requirements.

	Maximum amount payable for	Maximum amount payable for each period of insurance	
Benefit	Age up to and including 74 years	Ages 75 to 90 years inclusive	
Cancellation of travel*  Travel agent's cancellation fee	Unlimited  Maximum of \$500 per <i>family</i>	\$5,000 per person** \$10,000 per <i>family</i> ** Maximum of \$500 per <i>family</i>	
Overseas medical and associated expenses*  Bed care patient allowance  Follow on/deferred treatment in New Zealand	Unlimited \$55 per day Maximum of \$5,500 per person Maximum of \$11,000 per <b>family</b> \$1,000 per person	Not covered** Not covered**	
3 Unexpected travel and accommodation expenses*	\$10,000 per person \$20,000 per <i>family</i>	\$10,000 per person \$20,000 per <i>family</i>	
4 Death of a relative and resumption of journey*	\$3,000 per person \$6,000 per <i>family</i>	\$3,000 per person \$6,000 per <i>family</i>	
5 Luggage, personal effects and travel documents*  Limit any one item	\$12,500 per person \$20,000 per <i>famil</i> y \$3,000 per item	\$12,500 per person \$20,000 per <b>famil</b> y \$3,000 per item	
Laptop computers and associated equipment/accessories	\$6,000 in total	\$6,000 in total	
Emergency replacement of luggage  Replacement of travel documents  Unauthorised use of travel documents	\$500 per person \$1,000 per <i>family</i> \$550 per person \$1,000 per <i>family</i> \$550 per person \$1,000 per <i>family</i>	\$500 per person \$1,000 per <i>family</i> \$550 per person \$1,000 per <i>family</i> \$550 per person \$1,000 per <i>family</i>	
6 Travel delay	After a 6 hour delay – up to \$275 per person, \$600 per <i>family</i> Each additional 12 hour delay – up to \$275 per person, \$600 per <i>family</i> Maximum of \$825 per person, \$1,800 per <i>family</i>	After a 6 hour delay – up to \$275 per person, \$600 per <i>family</i> Each additional 12 hour delay – up to \$275 per person, \$600 per <i>family</i> Maximum of \$825 per person, \$1,800 per <i>family</i>	

	Maximum amount payable for each period of insurance		
Benefit	Age up to and including 74 years	Ages 75 to 90 years inclusive	
7 Missed connection*	Maximum of \$3,000 per <i>family</i>	Maximum of \$3,000 per <i>family</i>	
8 Funeral expenses	\$12,500 per person \$20,000 per family	Not covered**	
9 Accidental death	\$100,000 per Gold cardholder \$50,000 per spouse \$5,000 per dependent child Maximum of \$150,000 per family	\$100,000 per Gold cardholder \$50,000 per spouse \$5,000 per dependent child Maximum of \$150,000 per family	
10 Loss of income	Up to \$1,100 per week Maximum of \$14,300 per person, \$22,000 per <i>family</i>	Not covered**	
Accidental death and disablement (common carrier)	\$100,000 per Gold cardholder \$50,000 per spouse \$5,000 per dependent child Maximum of \$150,000 per family	\$100,000 per Gold cardholder \$50,000 per spouse \$5,000 per dependent child Maximum of \$150,000 per family	
12 Hijack and detention	\$100 per day to a maximum of \$6,000 per <i>person</i> , \$12,000 per <i>family</i>	\$100 per day to a maximum of \$6,000 per <i>person</i> , \$12,000 per <i>family</i>	
13 Kidnap and ransom	Maximum of \$250,000 per <i>family</i>	Maximum of \$250,000 per <i>family</i>	
Rental vehicle collision damage and theft excess cover*	\$3,000 per <i>family</i>	\$3,000 per <i>family</i>	
Personal liability*	Maximum of \$2,500,000 per <i>family</i>	Maximum of \$2,500,000 per <i>family</i>	
16 Snow sports***	Maximum of \$10,000 per <i>family</i>	Maximum of \$10,000 per <i>family</i>	

- \* A \$200 **excess** applies for each claim event made under Part D: benefits 1, 2, 3, 4, 5, 7, 14 and 15 of cover.
- \*\* Age references are to the age as at the date of departure for each respective *journey*. Travellers aged 75 to 90 years inclusive may apply for cover under Part D: benefits 1, 2 and 8 up to the amount shown for travellers aged up to and including 74 years. Please also refer to Part A: 4 and Part A: 5 for further details.
- \*\*\* Benefit 16 Snow sports only applies if **you** have purchased a snow sports extension by applying for cover at **travelactivate.co.nz**

# Part A: Important Information about Gold Card Overseas Travel Insurance

# 1. This policy

1.1. Under a Westpac Gold card, Gold cardholders and their families travelling with them are entitled to Overseas Travel Insurance. Provided the Gold cardholder meets the activation requirements detailed in Part A: 2 and Part A: 3 below, we will automatically provide cover to you when you travel overseas subject to the terms and conditions contained in this policy. Before you make your travel arrangements please read your policy carefully to ensure it meets your requirements. In particular, you should be aware of the General Policy Conditions and General Policy Exclusions, as well as the age limits specified in Part A: 4 and the maximum journey period specified in Part A: 2.51.

For *your* frequently asked questions and to confirm that *you* have met activation requirements please visit **travelactivate.co.nz**.

#### 2. Insurance activation

- 2.1. There are two different activation requirements under this policy:
  - Part A: 2.2 details the activation requirements for all Overseas Travel Insurance benefits except for Part D: benefit 11 (accidental death & disablement (common carrier)).
  - Part A: 3 details the activation requirements for Part D: benefit 11 (accidental death & disablement (common carrier)) only.
- 2.2. To be eligible for cover under this policy:
- 2.2.1 The total period of the *overseas* portion of *your journey* must not exceed thirty-five (35) days. *You* must hold a return travel ticket for *your journey* before *you* depart New Zealand that shows a return date within the thirty-five (35) day limit. Refer to Part A: 2.5.1 for further information. If the total period of the *overseas* portion of *your* travel exceeds this thirty-five (35) day maximum *we* may be able to offer *you* insurance. Refer to Part A: 7. for further information.
- 2.2.2 You must be permanently residing in New Zealand and intending to return to New Zealand to live at the end of your journey.
- 2.2.3 The person activating the insurance must be a **Gold** cardholder (which includes joint and additional cardholders) at the time of activation of the insurance and satisfy the requirements set out in Part A: 2. (insurance activation).

- 2.2.4 Cover is extended to include the **Gold cardholder's** accompanying **spouse** and/or **dependent children**, in accordance with the requirements set out in Part A: 2.4.1 (insurance activation) below, subject to the terms and conditions of this policy.
- 2.3. If the Gold cardholder is travelling alone:
- 2.3.1 At least \$500 (or \$250 if travelling only to Australia and/ or a **South Pacific Island**) of their **pre-paid travel costs** must have been paid for by one (1) or a combination of the following:
  - (a) Charged to the Gold cardholder's Gold card;
  - (b) A cash advance obtained on the Gold cardholder's Gold card on the same day that the payment for their pre-paid travel costs are made and receipted; or
  - (c) Redeemed with the **Gold cardholder's** Westpac **hotpoints**®.
- 2.4. If the Gold cardholder is travelling with their family:
- 2.4.1 If cover is required for the Gold cardholder's spouse and/ or dependent children that are accompanying them on the journey, the total pre-paid travel costs for the entire family must equal at least \$1,000 (or \$500 if travelling to only Australia and/or a South Pacific Island) paid for by one (1) or a combination of the following:
  - (a) Charged to the Gold cardholder's Gold card;
  - (b) A cash advance obtained on the Gold cardholder's Gold card on the same day that the payment for their pre-paid travel costs is made and receipted; or
  - (c) Redeemed with the Gold cardholder's Westpac hotpoints<sup>®</sup>.
- 2.5. Other insurance activation conditions (applying to the entire policy):
- 2.5.1 Maximum journey period thirty-five (35) day round trip
  - (a) To be eligible for cover under this policy, the total period of the *overseas* portion of *your journey* must not exceed thirty-five (35) days. *You* must hold a return travel ticket for *your journey* before *you* depart New Zealand that shows a return date within the thirty-five (35) day limit.

For example:

- If the overseas portion of your journey is fortyfive (45) days, no part of this journey will be covered by this policy.
- (ii) If the overseαs portion of your journey is twenty-five (25) days and you hold a return ticket to that effect, providing you have satisfied Insurance activation provisions under Part A: 2.2. 2.4. above, your journey will be covered, subject to the terms and conditions of the policy.

- (b) To calculate the period of your journey for the purpose of activating cover under this policy, day one (1) of your journey commences at the scheduled departure date and time of your flight or sea passage from New Zealand directly to an overseas destination and concludes at the scheduled arrival date and time of your flight or sea passage directly from an overseas location to New Zealand.
- (c) Your cover will be automatically extended to accommodate the late arrival of your carrier, providing this was your original scheduled carrier.
- (d) If the total period of your overseas travel itinerary exceeds the thirty-five (35) day maximum we may be able to offer you insurance. Refer to Part A: 7. for further information.
- (e) If you hold a stand-by ticket for your return travel that is dated within the thirty-five (35) day limit at the scheduled time of your departure from New Zealand you will be considered by us as having satisfied the return ticket requirement under Part A: 2.2.1. However, the maximum journey period will still apply and you will have no cover under this policy if your journey exceeds thirty-five (35) days because your return to New Zealand is delayed as a result of your stand-by ticket status. This means no claims will be paid even if the loss had occurred within the first thirty-five (35) days of your journey.

### 2.5.2 Pre-paid travel costs

For clarity, *pre-paid travel costs* shall have the meaning given to that term in Definitions (Part C).

2.5.3 Incorrect activation for the *Gold cardholder's family*If the *Gold cardholder* is travelling with their *spouse* 

and/or **dependent children**, but activates cover only for themself, there is no cover under this policy for their **spouse** and/or **dependent children**.

#### 2.5.4 No or insufficient pre-paid travel costs

If you have no pre-paid travel costs or they do not equal or exceed the monetary values (i.e. for a Gold cardholder travelling alone, or a Gold cardholder travelling with their family as applicable), as specified in Part A: 2.3.1 or 2.4.1 above, then you are not eligible for cover under this policy.

#### 2.5.5 Joint and additional Gold cardholders

If the *Gold cardholder* is travelling with *family* (i.e. *spouse* and *dependent children*) who are joint or additional cardholders, then for the purpose of this insurance the *Gold cardholder* is the person whose *Gold card* was used to activate the insurance, or the person who activated by another accepted method in accordance with Part A: 2.4.1, and the other *family* members will be considered accompanying *family* members.

#### 2.5.6 Business travel

Cover applies to most employment and business activities undertaken on a *journey*, however some limitations apply. Please be aware that:

- (a) The **Gold cardholder's** personal **Gold card** must be used to activate cover; and
- (b) Some employment and business activities are not covered, in particular refer to General Policy Exclusions 7. and 8.(a).
- Additional activation requirements for benefit 11 only (Accidental death and disablement (common carrier))
- 3.1 To activate cover under Part D: benefit 11 of this policy:
  - (a) The conveyance travel must be part of your journey arrangements;
  - (b) The Gold cardholder must also have activated cover for all other policy benefits in accordance with Part A: 2.3.1 or 2.4.1 as applicable for this journey; and
  - (c) A Gold cardholder must have paid for the full value of the conveyance travel ticket for themselves and/ or any accompanying spouse and/or dependent children with their Gold card.

For example:

(i) If you plan to take a ferry trip as part of your journey, then provided you have satisfied the requirements of Part A: 2.3.1 or 2.4.1 as applicable for that journey, and you have paid for the full value of your (and any accompanying spouse and/or dependent children) ferry trip ticket with your Gold card you would have satisfied the activation requirements of this benefit 11 for that ferry trip, subject to the terms and conditions of the policy.

# 4. Age limitations

- 4.1. There is no cover under this policy for travellers aged 91 years or older at the date they are scheduled to depart on their *journey*.
- 4.2. In addition, there are certain limitations to the cover provided to travellers aged 75 years or older at the date they are scheduled to depart on their *journey*, specifically:
  - (a) Part D: benefit 1 (cancellation of travel) is limited to \$5,000 per person, \$10,000 per family;
  - (b) There is no cover for Part D: benefit 2 (overseas medical and associated expenses);
  - (c) There is no cover for Part D: benefit 8 (funeral expenses); and
  - (d) There is no cover for Part D: benefit 10 (loss of income).

4.3. Travellers aged 75 years and older, including travellers aged 91 years or older, can apply for certain covers under this policy. Please refer to Part A: 5 below.

# 5. Travellers aged 75 years and older

- 5.1. Travellers aged 75 years and older can apply to remove some of the age limitations stated under Part A: 4 above. We will refer to any extension of cover as Mature Age Cover.
- 5.2. If *you* are aged between 75 and 90 years (inclusive), *you* can apply to remove the limitations to:
  - (a) Part D: benefit 1 (cancellation of travel);
  - (b) Part D: benefit 2 (overseas medical and associated expenses); and
  - (c) Part D: benefit 8 (funeral expenses).
- 5.3. If **you** are aged 91 years and older, **you** can apply for cover under all benefits stated in the policy except:
  - (a) Part D: benefit 9 (accidental death);
  - (b) Part D: benefit 10 (loss of income); and
  - (c) Part D: benefit 11 (accidental death and disablement (common carrier)).
- 5.4. Your application for cover under this Part A: 5.2 or 5.3 above will involve a Mature Age Assessment. You can complete a Mature Age Assessment by visiting travelactivate.co.nz. If your application is accepted, a premium will be payable and the limits for the available benefits will be reinstated to the maximum amount payable shown in the Schedule of Benefits under the column for travellers aged up to and including 74 years.
- 5.5. You must complete a Mature Age Assessment for each journey you undertake if you wish to have Mature Age Cover for that journey.
- 5.6. Mature Age Cover does not provide an extension of cover for pre-existing medical conditions. If you also require cover for pre-existing medical conditions, you must also complete a Pre-existing Medical Conditions Assessment. Refer to Part A: 6 below.

# 6. Pre-existing medical conditions

- 6.1. There is no automatic cover under this policy for any *pre-existing medical condition* of *yours* or any other person whose state of health may affect *your journey* and whom may give cause for *you* to claim. Refer to the Definitions in Part C for the definition of a *pre-existing medical condition*.
- 6.2. You can, however, apply to have your pre-existing medical conditions covered under the policy by visiting travelactivate.co.nz and completing a Pre-existing Medical Conditions Assessment. If your application is accepted, a premium will be payable. You cannot apply

- to cover the  $pre-existing\ medical\ conditions$  of anyone other than you.
- 6.3. If Pre-existing Medical Conditions Cover is extended to you and you suffer a change of health prior to your journey departure you must notify us of the change. We reserve the right to withdraw or amend the cover approved to you. Refer to Part B: 1 (changes in circumstances (including health) before departure).
- 6.4. You must complete a Pre-existing Medical Conditions Assessment for each journey you undertake if you wish to have Pre-existing Medical Conditions Cover for that journey.
- 6.5. If you are aged 75 years and older, you must also complete a Mature Age Assessment and pay the applicable premium before your pre-existing medical conditions application can be considered. Refer to Part A: 5 above.

# 7. Travel exceeding thirty-five (35) days

- 7.1. If the total period of *overseas* travel exceeds thirty-five (35) days *you* have no cover under this policy.
- 7.2. You can, however, apply to have your travel itinerary covered under the policy by visiting travelactivate.co.nz, provided the overseas portion of your itinerary does not exceed one hundred and eighty (180) days. You cannot apply for cover for trips that exceed one hundred and eighty (180) days.
- 7.3. If your application is accepted, a premium will be payable. All the terms, conditions, benefits and exclusions of this policy will be available to you except that the following will not apply:
  - (a) Part A: 2 (insurance activation), but not Part A: 2.2.2; 2.2.3; 2.5.5 and 2.5.6 which will remain in force; and
  - (b) Part D: benefit 11 (accidental death and disablement (common carrier)).

#### 8. Snow sports

- There is no cover under Part D: benefit 2 (overseas medical and associated expenses) of this policy for snow sports.
- 8.2 You can, however, apply to have cover under Part D: benefit 2 (overseas medical and associated expenses) for snow sports by visiting travelactivate.co.nz. If your application is accepted, a premium will be payable.
- 8.3 Your Snow Sports Extension will also entitle you to snow inconvenience benefits as detailed under Part D Benefit 16.
- 8.4 **You** must purchase a Snow Sports Extension for each *journey you* undertake if *you* wish to have overseas medical and associated expenses cover for *snow sports* for that *journey*.

#### 9. Continuation of cover

- 9.1. If **your** return to New Zealand is delayed by reason of either:
  - (a) Travel delay; or
  - (b) Your illness/injury,

And the reason is a covered event under *your* policy, *you* are automatically insured under this policy up to a further ninety (90) consecutive days provided:

- You have obtained approval from Travel Guard on +64 9 359 1624 as soon as possible, for this extension;
- (ii) You return to New Zealand as soon as the reason for the travel delay is removed or you have recovered from your illness/injury; and
- (iii) You follow the direction/advice of Travel Guard.

#### Excess

- 10.1. You must pay an excess of \$200 for every claim event under:
  - (a) Benefit 1 Cancellation of travel;
  - (b) Benefit 2 Overseas medical and associated expenses;
  - (c) Benefit 3 Unexpected travel and accommodation expenses;
  - (d) Benefit 4 Death of a relative and resumption of journey;
  - (e) Benefit 5 Luggage, personal effects and travel documents;
  - (f) Benefit 7 Missed connection;
  - (g) Benefit 14 Rental vehicle collision damage and theft excess cover: and
  - (h) Benefit 15 Personal liability.
- 10.2. Only one (1) excess applies if you make more than one (1) claim as a result of a single event (e.g. medical expenses and damaged luggage both resulting from a car accident). If you claim for two (2) or more separate unrelated claim events (e.g. medical expenses resulting from a car accident and luggage which was lost by an airline), two (2) excesses shall apply. If a family claims, only one (1) excess shall apply to each claim event.

#### 11. Your duty of disclosure

11.1 Under this policy you have a duty to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision (or the decision of a prudent insurer in the circumstances) of whether to accept the risk of providing you with insurance and if so on what terms. If you fail to comply with this duty of disclosure, we may be entitled to reduce or refuse to pay a claim.

- 11.2 Your duty does not extend to matters;
  - That diminish the risk to be undertaken by us.
  - That are of common knowledge.
  - That we know or in the ordinary course of our business ought to know.
  - Where compliance of **your** duty is waived by **us**.
- 11.3 Matters that **we** consider should be disclosed include but are not limited to:
  - Travelling for missionary or humanitarian purposes.
  - Travelling to remote or inhospitable locations including but not limited to locations that do not have ready access to comprehensive medical or transport infrastructure.
  - Extreme or hazardous activities
  - Manual or dangerous work activity including but not limited to work carried out by trades persons, repair or maintenance persons, machine operators, handlers of toxic substances or the like.

# 12. Privacy statement

This policy is issued/insured by AIG Insurance New Zealand Limited. AIG collects information necessary to underwrite and administer this policy, to maintain and improve customer service, and to advise **you** of **our** products. In the course of administering this policy, AIG may exchange or disclose **your** personal information and that of any other person insured by this policy to:

- (a) A related AIG company either in New Zealand or overseas:
- (b) Contractors or third party providers providing services related to the administration of this policy;
- Banks and financial institutions for the purpose of processing *your* application and obtaining payment of premium;
- (d) In the event of a claim banks and financial institutions, assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers: or
- (e) Our assistance provider who will record all calls to the assistance service provided under your policy for quality assurance, training and verification purposes.

# 13. Your access to personal information

**You** may gain access to or request correction of **your** 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.

# Part B: General Policy Conditions

# Changes in circumstances (including health) before departure

- 1.1 If prior to your departure from New Zealand, you become aware of a change of health or medical condition of you or any other person who may give cause for you to claim, please notify the AIG Call Centre on 0800 465 322. For the purposes of this policy, the change of health or medical condition may be considered to be a pre-existing medical condition and we may not pay any claims resulting from the change in health or medical condition once your journey commences.
- 1.2 Where the change in health relates to a pre-existing medical condition that we have already approved cover for, then following the change in your health we reserve the right to withdraw the cover approved or require the inclusion of additional terms and conditions to this policy.
- 1.3 Should we withdraw cover or you subsequently decide against travel because of the new restrictions to your cover under 1.1 or 1.2 above, you will still be able to claim for cancellation, subject to the terms and conditions of Part D: benefit 1 (cancellation of travel) and this policy.

# 2. New Zealand Ministry of Foreign Affairs and Trade

- 2.1. You are not covered for travel into and within a location that is listed as an "extreme risk" location on the Ministry of Foreign Affairs and Trade website (safetravel.govt.nz).
- 2.2. You may be covered for cancellation costs under Part D: benefit 1 (cancellation of travel) if you decide to cancel or curtail your journey because the location(s) in your planned itinerary are added or upgraded to the Ministry of Foreign Affairs and Trade list of "extreme risk" locations after you have activated cover under this policy and before your departure.
- 2.3. If after *your* departure the location(s) in *your* planned itinerary are added or upgraded to "extreme risk"

before **you** enter these location(s), **you** are covered for cancellation costs under Part D: benefit 1 (cancellation of travel) only. However, if the location(s) in **your** planned itinerary are added or upgraded to "extreme risk" when **you** are in such location(s), the full policy cover applies, always provided that **you** try to leave that location as soon as possible after **you** become aware of the addition or upgrade. This is important because **our** ability to assist **you** may be impeded by what has occurred in that location and **you** are obligated to avoid potential claim situations.

Note: This condition remains subject to the terms and conditions of the policy, including General Policy Exclusions 1., 2. and 3.

# 3. Our requirements

- 3.1. It is a condition of cover under this policy that:
  - (a) If you require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want us to pay, you must contact Travel Guard on +64 9 359 1624 and obtain approval before arrangements are made. You must follow the advice and instruction of Travel Guard and where required. our advice and instructions:
  - (b) If you suffer a claimable event whilst overseas under Part D: benefit 2 (overseas medical and associated expenses), Part D: benefit 9 (accidental death), Part D: benefit 10 (loss of income) or Part D: benefit 11 (accidental death and disablement (common carrier)), you must always be acting in accordance with the advice and instruction of a legally qualified and registered medical practitioner;
  - (c) In the event of a loss, **you** must do what **you** can to prevent any further loss or expense;
  - (d) **You** do not act deliberately or recklessly in a manner that could cause loss or damage:
    - (i) To property covered by this policy; or
    - (ii) For which you could be held legally liable, either by doing something you should not do, or by failing to do something you should have done; and
  - (e) You do not admit liability for loss or damage;
- 3.2. Failure to meet one (1) or more of the above requirements may affect *your* claim.

#### 4. Documents to take with you

4.1. Please take a copy of this policy wording document and a copy of your Gold card receipt (or cash advance receipt, where applicable) and/or Westpac hotpoints\* redemption letter, to confirm your purchase of your overseas return travel ticket and other pre-paid travel costs. You will need to be able to provide these details to enable Travel Guard to assess your eligibility for this insurance.

Having these documents readily available will also assist **your** claim.

# 5. Safety of your belongings

5.1. You must take all reasonable precautions to safeguard your property. Leaving personal belongings unattended in public places is not considered by us to be taking reasonable precautions.

#### Losses

6.1. All losses under Part D: benefit 5 (luggage, personal effects and travel documents) must be reported to the appropriate authority within twenty-four (24) hours and a written acknowledgment obtained. The appropriate cancellation measures must also be taken.

# 7. Keep receipts

7.1. Receipts for claimable expenses and items purchased by you must be retained to support your claim. It is recommended for security purposes that receipts for purchases be kept separately from the items obtained.

# 8. New Zealand currency

 All dollar limits within this policy are stated in New Zealand currency.

#### 9. New Zealand law

9.1. This policy is governed by and construed according to New Zealand law. The Courts of New Zealand have exclusive jurisdiction to settle any dispute arising out of or in connection with this policy. The parties agree that the Courts of New Zealand are the most convenient Courts to settle any such dispute and no party will argue to the contrary.

#### 10. Our right to defend or recover

10.1. You must provide us immediately with full particulars of any claim made against you by any other person, and all legal documents served on you. We have the right to commence or take over legal proceedings in your name for the defence or settlement of any claim against you in relation to this policy, or to sue or prosecute any other party to recover any monies paid by you under the policy. You must co-operate with us and do nothing to impede or obstruct our rights.

#### 11. Other cover

11.1. There is no cover under this policy for a loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or to the extent that free health care or treatment is available in New Zealand or under any reciprocal health agreement between the government of New Zealand and the government of any other country. **We** will however, pay the difference between what is payable under the other insurance policy, health or medical scheme, Act of Parliament or reciprocal health agreement and what **you** would otherwise be entitled to recover under this policy. This provision (Part B: 11.) shall not apply to Part D: benefit 9 (accidental death) or Part D: benefit 11 (accidental death and disablement (common carrier)).

#### 12. Fraudulent claims

12.1. If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy then any amount payable in respect of such claim shall be forfeited.

# 13. Limits of liability

 Our liability is limited to the maximum amounts payable set out in the Schedule of Benefits.

#### 14. Terms and conditions

14.1. Any references in this policy to terms and conditions refer to the policy in its entirety.

#### 15. Conditions and Exclusions

15.1. You should take special note of the General Policy Conditions, General Policy Exclusions, and the conditions and exclusions included in Part D: benefits 1 – 16.

# Part C: Definitions

For the purposes of this policy:

- Bed care means where you are necessarily confined to bed (such confinement must commence during the journey) for a continuous period of not less than twenty-four (24) hours and your confinement is certified as necessary by a legally qualified and registered medical practitioner (other than you or a member of your family) and you are under the continuous care of a registered nurse (other than you or a member of your family).
  - **Bed care** does not include where **you** are a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or external care facility or a place for the care or treatment of alcoholics or drug addicts.
- Conveyance means a commercial aircraft, bus, train or vessel that is licensed to carry farepaying passengers.
- Dependent children means the Gold cardholder's or the Gold cardholder's spouse's unmarried children who are primarily dependent upon the Gold cardholder for maintenance and support and who are either under nineteen (19) years of age and living with the Gold

- cardholder or under twenty-four (24) years of age while they are full time students at an accredited institution of higher learning. Dependent children includes the **Gold** cardholder's step or legally adopted children.
- Excess(es) means the first \$200 you must pay for each claim made under Part D: benefits 1, 2, 3, 4, 5, 7, 14 and 15. Please refer to Part A: 10
- Family(ies) means the Gold cardholder's spouse and/or dependent children that are travelling with the Gold cardholder on a journey covered by this policy.
- 6. Financial default means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
- Gold card means any current and valid Gold Mastercard or Gold Visa Card issued by Westpac.
- Gold cardholder means the holder of a current and valid Gold card. This includes joint and additional cardholders.
- 9. hotpoints® means, depending on the context:
  - (a) The scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with the Westpac credit card conditions for the applicable card, or
  - (b) Points accrued by a hotpoints® member through the use of a credit card in accordance with the Westpac credit card conditions for the applicable card.

#### 10. Income - means:

- (a) If you are salaried, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
- (b) If you are on a T.E.C. (i.e. Total Employee Cost) or salary package, 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
- (c) If you are self-employed, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income,

- All derived during the twelve (12) calendar months immediately preceding the injury giving rise to the claim under this policy.
- 11. Journey means an overseas trip not exceeding thirty-five (35) days taken for leisure or business purposes from New Zealand, commencing from the time your flight or sea passage from New Zealand directly to an overseas destination begins and concluding at the date and time your flight or sea passage directly from an overseas location arrives back in New Zealand.
- Kidnapping/kidnapped means the seizing, detaining or carrying away of you by force or fraud for the purpose of demanding ransom.
- Overseas means outside the territorial limits of New Zealand.
- 14. Period of insurance means:
  - (a) For Part D: benefit 1 (cancellation of travel), the period commencing once *you* have satisfied all the activation requirements under Part A: 2. and finishing at the end of the *journey*;
  - (b) For Part D, benefit 5.1 (lost and damaged property) and Part D: benefit 5.3 (replacement of travel documents), the period commencing:
    - Twenty-four (24) hours before the date and time you depart New Zealand to commence the overseas travel (e.g. scheduled air flight departure time); or
    - (ii) From the time you leave your place of residence to travel to your place of departure;

Whichever is the later, and finishing at the end of the *journey*;

(c) For all other benefits in this policy, the period of the *journey*.

#### 15. **Pre-existing medical condition** – means:

- (a) Any physical impairment, disorder (including but not limited to mental), addiction (including but not limited to alcohol and drug), condition or disease, diagnosed or otherwise, which:
  - (i) You are aware of: or
  - (ii) You have received medical treatment, medical advice or for which you have taken prescribed medication, in the six (6) month period before the Gold cardholder activated cover under this policy for the journey and up until your departure from New Zealand; and
- (b) Any physical impairment, disorder (including but not limited to mental), addiction (including but not limited to alcohol and drug), condition or disease, diagnosed or otherwise, of any *relative*, *travel companion* or

any other person whose state of health will affect *your journey*, which:

- (i) You are aware of;
- (ii) They have received medical treatment, medical advice or taken prescribed medication, in the six (6) month period before the time the Gold cardholder activated cover under this policy for the journey and up until your departure from New Zealand.
- Pre-paid travel costs means one (1) or a combination of the following expenses, that are paid for prior to your departure from New Zealand on your journey:
  - (a) Return overseas travel tickets (tickets departing from and returning to New Zealand);
  - (b) Airport, departure and transportation taxes and/or surcharges;
  - (c) Pre-paid overseas accommodation; or
  - (d) Any other pre-paid overseas itinerary costs.
- Primary cardholder means the person in whose name the Gold card account is opened.
- Public place means any place accessible to the public, including but not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches and public toilets.
- Ransom means any monetary loss, which you incur in the provision and delivery of cash, marketable goods, services or property to secure your release.
- Relative means the cardholder's spouse and the cardholder's or cardholder's spouse's parent, parentin-law, step-parent, grandparent, son, daughter, sister, brother, grandchild, stepchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, guardian, fiancé, fiancée, halfbrother, half-sister, niece or nephew, resident in Australia or New Zealand
- 21. **Rental vehicle** means a motor vehicle that is designed for road use, and to carry no more than eight (8) passengers including the driver and rented by **you** from a licensed motor vehicle rental agency. For the purpose of clarity this does not include two (2) or three (3) wheeled vehicles including but not limited to motorcycles or mopeds, or vehicles which are rented for commercial purposes.
- 22. **Response consultant** means the response consultant authorised with **our** prior consent.
- Snow sports means skiing or snowboarding within the marked area of a commercial ski field.
- 24. **South Pacific Islands** means Cook Islands, Fiji Islands, Kiribati, New Caledonia, Niue, Papua New Guinea, Samoa, Solomon Islands, Tahiti, Tonga, Tuvalu and Vanuatu.

- 25. Spouse means the Gold cardholder's spouse or de facto partner of either gender with whom the Gold cardholder has continuously cohabited for a period of three (3) consecutive months or more.
- 26. Terrorist act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.
- Total loss means for the purpose of Part D: benefit 11 (accidental death and disablement (common carrier)):
  - (a) With reference to hand means complete severance through or above the wrist;
  - (b) With reference to foot means complete severance through or above the ankle joint; or
  - (c) With reference to eye means irrecoverable loss of the entire sight of that eye.
- Travel companion means a person whom, before the journey began, arranged to accompany you from New Zealand and then on at least 50% of the duration of your journey.
- Ultimate net loss means the final amount of ransom cost less any recoveries.
- 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.
- 31. We, our, us means AIG Insurance New Zealand Limited.
- You, your means the Gold cardholder and includes family members.

Words in the singular include the plural and vice versa.

# Part D: Policy Benefits

#### Benefit 1 - Cancellation of travel

- 1.1. We will pay the applicable compensation outlined in Part D: benefit 1.2 below following the cancellation, alteration, curtailment, or incompletion of your journey due to:
  - (a) The unforeseeable death, serious injury or serious illness of your relative, business partner or travel companion;

- (b) Your unforeseeable death, serious injury or serious illness, provided that a claim is not also paid in respect of your death under Part D: benefit 9 (accidental death) or Part D: benefit 11 (accidental death and disablement (common carrier)); or
- (c) Any other unforeseeable circumstances outside your control (other than death, injury or illness (serious or otherwise), or any other event covered elsewhere in this policy).
- 1.2. If you have an event covered by this benefit as outlined above, we will pay:
  - (a) If you decide to continue with your cancelled travel arrangements and you do this at the earliest reasonable opportunity after cancellation, we will, at our option, either:
    - Pay for any non-refundable part of your cancelled travel arrangements that you have paid for but are unable to use; or
    - (ii) Pay the costs of a higher class of travel, or increased seasonal rates for travel. We will only pay if that is the only class or rate available, and the amount paid will be reduced by any refundable part of your cancelled travel arrangements. We will only pay to upgrade your travel on the type of transport you chose in your cancelled travel arrangements.
  - (b) If you decide not to continue with the cancelled travel arrangements and you do this at the earliest reasonable opportunity after cancellation, we will pay for any non-refundable part of your cancelled travel and accommodation arrangements that you have paid for, but will not use.
  - (c) In addition to any payment made under benefit 1.2(a) or (b) above, your licensed travel agents' cancellation fees of up to a maximum of \$500 per family if incurred.

# Conditions applicable to benefit 1

In addition to the General Policy Conditions, the following conditions also apply.

- 1.1. Cancellation insurance will commence from the time **you** activate cover under this policy for the **journey** in accordance with Part A: 2. (insurance activation).
- 1.2. If you redeemed Westpac hotpoints\* in exchange for an airline ticket for your journey, we will pay you for the points lost following cancellation of your ticket, providing:
  - (a) Before you submit a claim to us for a loss of points, you must first request your Westpac hotpoints\* be refunded by the provider; and
  - (b) If the provider will not refund *your* points *we* will pay *you* the cost of the equivalent class air ticket based

- on the quoted retail price at the time the ticket was issued, or replace *your* points, at *our* sole discretion; or
- (c) If the provider will only refund a portion of your points, we will pay you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of your points refunded back to you, or replace the portion of your points not refunded by the provider, at our sole discretion.
- 1.3 **You** must take steps to minimise **your** losses. As soon as possible after the cancellation **you** must:
  - (a) Recover any refund you are entitled to; and
  - (b) Cancel any other travel or accommodation arrangements that **you** are now unable to use;
  - (c) In some circumstances we may be able to take over or transfer your travel or accommodation into our name. You must notify us as soon as you become aware of any circumstances that may lead to the cancellation or curtailment of your journey;

# Exclusions applicable to benefit 1

In addition to the General Policy Exclusions, **we** will not pay for **your** costs arising from cancellation of or changes to travel arrangements in relation to:

- 1.1. Delays, rescheduling or cancellation by carriers where costs are recoverable from the carrier;
- 1.2. Prohibition or regulation by any government or government authority;
- 1.3. Any business commitment, financial or contractual obligation, including those of any travel companion or any other person that may give cause for you to claim, or you or any person with whom you are travelling choosing to change your dates of travel or travel itinerary, or choosing not to travel (this does not apply where you are unexpectedly retrenched from your usual full time employment in New Zealand before your journey commences);
- 1.4. Any pre-existing medical condition of yours, a relative, travel companion or any other person that may give cause for you to claim. We will, however, cover events caused by your pre-existing medical condition if we have given prior written approval to cover your pre-existing medical condition and you have paid the additional premium surcharge. We will also cover you for cancellation expenses if, you contract a pre-existing medical condition, which we will then not provide cover for (please refer Part B: 1.);
- 1.5. The death, injury or illness (serious or otherwise), or any other circumstance, relating to a person who is not *your* relative living outside of New Zealand;

- Your or your travel companion's failure to procure a passport or visa; or
- 1.7. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or *journey*.

# Benefit 2 - Overseas medical and associated expenses

2.1. We will pay your reasonable and necessary medical, surgical, hospital, ambulance, and nursing home expenses and the cost of other treatment, including emergency dental costs for the relief of sudden and acute pain, given or prescribed by a legally qualified medical practitioner (other than you or a member of your family) and necessarily incurred outside New Zealand, as a result of you suffering an injury or illness during the journey.

Where **we** deem it necessary for medical reasons or any other reason as solely determined by **us**, **we** will also pay the cost for **you** to be medically evacuated to another location and/or medically repatriated to New Zealand. In every such situation **we** will organise the medical evacuation/repatriation.

# If you are hospitalised you must contact Travel Guard as soon as possible.

If you fail to relocate to New Zealand when you may, in the opinion of our medical advisor, have safely undertaken to do so, or you fail to follow our advice and instruction, we will not pay for any subsequent overseas medical and associated expenses that are incurred from that time.

- 2.2. **We** will pay for ongoing medical attention incurred upon **your** return to New Zealand up to a maximum of \$1,000.
- 2.3. We will pay the reasonable extra travel and accommodation expenses (less any refund received for the unused pre-paid travel costs and accommodation arrangements) actually and necessarily incurred on the written advice of a legally qualified medical practitioner (other than you or a member of your family) and with our written agreement, for one person to travel to, remain with, or accompany you back to your residence in New Zealand, as a result of you suffering a serious injury or serious illness during the journey.
- 2.4. We will pay for each continuous twenty-four (24) hour period you are confined in a hospital as a bed care patient overseas, as a result of you suffering an injury or illness during your journey, a daily cash bed care allowance of \$55 per day. This bed care allowance can be used for such incidental costs that you incur during your hospital stay such as TV hire, magazines, book and newspaper purchases or other general expenses like personal phone calls. The maximum we will pay for your bed care patient allowance is \$5,500 per person, \$11,000 per family.

- Claims must be supported by written confirmation from the hospital of the length of *your* stay.
- 2.5. Reasonable medical and hospital expenses are the standard level provided in the country **you** are in and shall not exceed the level **you** would normally receive in New Zealand. Reasonable extra travel and accommodation expenses are the standard not exceeding the average standard of travel and accommodation **you** booked for the rest of **your journey**.
- 2.6. If *you* sustain an injury as a victim of a *terrorist act* whilst on a *journey we* will not pay more than the first \$100,000 of expenses you incur under this section.

#### Exclusions applicable to benefit 2

In addition to the General Policy Exclusions, we will not pay:

- 2.1. Expenses incurred more than twelve (12) consecutive months after the date the injury occurred, or for sickness more than twelve (12) consecutive months after medical expenses were first incurred during the *journey*;
- 2.2. To maintain any course of treatment you had before you began your journey or replenishment of medicines you have been prescribed and were taking before you left New Zealand, unless your medication is stolen or lost on the journey;
- 2.3. Costs for private medical treatment overseas where public care or treatment is available in any country under any reciprocal health agreement between the Government of New Zealand and any foreign government;
- 2.4. Expenses incurred for dental treatment due to normal wear and tear, or the normal maintenance of dental health (or lack thereof), or involving the use of precious metals;
- Expenses arising out of sexually transmitted infections of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV);
- 2.6. Expenses **you** incur in New Zealand which exceed \$1,000 in total;
- 2.7. Expenses that result from any illness, disease or condition that is transmitted when giving or taking a drug (except where the giving or taking of the drug is prescribed or is supervised by a qualified and registered medical practitioner and the illness, disease or condition is not excluded anywhere else in this policy); or
- 2.8. Expenses that result from snow sports unless we have confirmed cover for snow sports in writing and you have paid the additional premium surcharge. If you purchase Snow Sports Cover from travelactivate.co.nz skiing or snowboarding outside the marked areas of a commercial ski field will remain excluded

# Benefit 3 - Unexpected travel and accommodation expenses

- 3.1. We will pay for your reasonable, necessary and additional unexpected travel and accommodation expenses that are in addition to those already budgeted for or likely to be incurred, but less any refund or reimbursement on any unused prepaid travel and accommodation arrangements, if your journey has commenced and you are required to curtail or alter your journey due to:
  - (a) The unforeseeable serious injury or serious illness of *your relative* or *travel companion*;
  - (b) The unforeseeable death of *your travel companion*;
  - (c) Your unforeseeable death, injury or illness; or
  - (d) Any other unforeseeable circumstances outside your control (other than death, injury or illness (serious or otherwise) or carrier caused delays, rescheduling or cancellation, or any other event covered elsewhere in the policy).
- 3.2. If your carrier is delayed, rescheduled or is cancelled as a result of natural disasters, weather conditions, or riots, strikes or civil commotion (but not terrorist acts), we will pay unexpected travel and accommodation expenses if:
  - You incur them during your journey, and you are legally responsible for paying them;
  - (b) We think the unexpected travel and accommodation expenses are reasonable in amount and were necessarily incurred; and
  - (c) You show us a letter from the carrier giving details of the delay, rescheduling or cancellation.
- 3.3. Reasonable extra travel and accommodation expenses are the standard not exceeding the average standard of travel and accommodation you booked for the rest of your journey.
- 3.4. The maximum we will pay for unexpected travel and accommodation expenses is \$10,000 per person, \$20,000 per family.

# Exclusions applicable to benefit 3

In addition to the other General Policy Exclusions,  $\emph{we}$  will not pay:

- 3.1. Your costs arising from changes to travel arrangements in relation to delays, rescheduling or cancellation by carriers where costs are recoverable from the carrier;
- 3.2. For extra travel and accommodation expenses under this Part D: benefit 3 in relation to the following:
  - (a) Resumption of journey costs (refer Part D: benefit 4 (death of a relative and resumption of journey));
  - (b) Missed connection (refer Part D: benefit 7 (missed connections));

- (c) Cancellation of any of your travel arrangements (refer Part D: benefit 1 (cancellation of travel));
- (d) Funeral or transportation of remains (refer Part D: benefit 8 (funeral expenses));
- 3.3. For claims arising from prohibition or regulation by any government or government authority;
- 3.4. For claims arising from any business commitment, financial or contractual obligation, including those of any travel companion or any other person that may give cause for you to claim, or you or any person with whom you are travelling choosing to change your dates of travel or travel itinerary, or choosing not to travel (this does not apply where you are unexpectedly retrenched from your usual full time employment in New Zealand before your journey commences);
- 3.5. For claims arising from the death, injury or illness (serious or otherwise), or any other circumstance, relating to persons living outside of New Zealand other than your relative;
- For claims arising from your or your travel companion's failure to procure a passport or visa;
- 3.7. For claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey; or
- For any expense for which you have received reimbursement from us under any other benefit of this policy.

# Benefit 4 – Death of a relative and resumption of journey

If due to the unforeseeable death of  $your\ relative\ you$  have to curtail  $your\ journey$  and return to New Zealand:

- 4.1 **We** will pay the cost of an international economy class air ticket to return **you** back to New Zealand; and
- 4.2. We will also pay the cost of an international economy class air ticket to return you to an overseas location specified on your itinerary to resume your original journey; providing the conditions below are satisfied.

# Conditions applicable to benefit 4

In addition to the General Policy Conditions, the following conditions also apply.

- You must resume your journey within thirty (30) days of returning to New Zealand.
- 4.2. You must have at least a fortnight or 25% of your original travel itinerary (whichever is the greater) remaining at the time you resume your journey.

- 4.3. Your claim is not excluded in General Policy Exclusions. However if the exclusion is due to your relative's preexisting medical condition, we will consider your claims under this benefit, provided that before you commenced your journey a medical professional had not declared your relative as being terminally ill.
- 4.4. The maximum **we** will pay for this Part D: benefit 4 (death of a relative and resumption of journey) is \$6,000 per person, \$10,000 per **family**.

# Benefit 5 - Luggage, personal effects and travel documents

- 5.1. Lost or damaged property
  - (a) We will pay for the accidental loss or damage to your accompanied luggage and personal effects (other than household furniture) during the period of insurance. We may choose to replace, repair or pay for the loss in cash, after making allowance for depreciation, and wear and tear.
  - (b) The maximum amount we will pay for any one item, set or pair of items is \$3,000, except for laptop computers and accessories which is \$6,000.
  - (c) The maximum we will pay for lost or damaged property is \$12,500 per person, \$20,000 per family.
  - (d) Specified items:
    - (i) You by visiting travelactivate.co.nz before your departure, specify an item (or set or pair of items) to be covered for an amount that exceeds the applicable Limit Any One Item as shown on the Schedule of Benefits.
    - (ii) This increased limit may be up to the nominated item's (or set or pair of items) current value or \$10,000, whichever is the lesser. You must provide receipts or a valuation to support your application for cover at the time of claim. Bicycles, surfboards and sporting equipment cannot be nominated as a specified item.
    - (iii) Please note that specified items are an extension to the item limit stated under Part D: benefit 5, subsection 1(b), not the luggage, personal effects and travel documents limit, which remains at \$12,500 per person, \$20,000 per family.
- 5.2. Emergency replacement of luggage

We will pay for the emergency replacement of essential luggage up to a maximum of \$500 per person, \$1,000 per family, if your checked luggage is delayed, misdirected or temporarily misplaced by any carrier for more than twelve (12) hours during the period of insurance (but not including your final return travel leg to New Zealand). Claims must be supported by written confirmation from

the carrier responsible and receipts for the emergency replacement items *you* needed to purchase.

5.3. Replacement of travel documents

**We** will pay for the non-recoverable cost of replacing personal travel documents, credit cards, travellers cheques, bank notes, currency notes, postal orders, money orders, cash, or petrol coupons taken with **you** on the **journey**; up to a maximum of \$550 per person, \$1,000 per **family**.

5.4. Unauthorised use of travel documents

**We** will pay for **your** legal liability for payment arising out of unauthorised use of **your** travel documents, credit cards and travellers cheques, following theft during the **journey** by any person who is not **your relative**. The maximum **we** will pay for the unauthorised use of **your** travel documents is \$550 per person, \$1,000 per **family**.

5.5. If following our payment of a claim under Part D: benefit 5.2, your luggage is not recovered then the amount paid by us will be deducted from any claim you make under Part D: benefit 5.1.

#### Conditions applicable to benefit 5

In addition to the General Policy Conditions, the following conditions also apply.

- 5.1. If an item forms part of a set, **we** only pay to repair or replace the item that is lost or damaged.
- 5.2. All loss or damage attributable to theft or vandalism must be reported to the appropriate authority within twentyfour (24) hours after the discovery of the loss or damage and written acknowledgement obtained.
- 5.3. Any loss of travel documents, credit cards, or travellers cheques must be reported as soon as possible to the issuing authority and written acknowledgement obtained. The appropriate cancellation measures must also be taken.
- 5.4. Any loss of travel documents, credit cards, or travellers cheques claimable under Part D: benefit 5.2 and 5.3 above will only be covered if **you** have complied with all the conditions **you** agreed to when **your** travel documents, credit cards or travellers cheques were issued.

# Exclusions applicable to benefit 5

In addition to the General Policy Exclusions we will not pay for:

- 5.1. Damage or loss arising from electrical or mechanical breakdown of any item, or loss of data, or replacement or fulfilment of mobile phone contracts:
- 5.2. Damage or loss arising from any defect in an item;
- 5.3. Damage or loss arising from any process of repairing or restoring the item;
- 5.4. Damage or loss arising from confiscation or destruction by customs or any other authorities;

- 5.5. Loss arising from your failure to comply with the issuing authority's recommended security guidelines for the use of bank or currency notes, cheques (including travellers cheques) credit card, postal or money orders or petrol coupons;
- 5.6. Damage or loss arising from scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses:
- 5.7. Damage or loss arising from wear and tear, deterioration, or losses caused by atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing or alteration;
- 5.8. Damage to or loss of items of value including but not limited to jewellery and watches, cash, photographic and video equipment, mobile phones and other electronic equipment, as well as any accessories to such items, where such items are in *your* checked luggage. This exclusion will not apply where *you* had intended carrying these items as hand luggage but are prevented from doing so as a result of restrictions (other than standard airline baggage restrictions) imposed by a government or other official authority;
- 5.9. Luggage, personal effects or travel documents left:
  - (a) Unattended in any public place;
  - (b) Unattended in an unlocked hostel or hotel room;
  - (c) In an unlocked and unattended building;
  - (d) In an unattended car in view of anyone looking into the car:
  - (e) In an unlocked car;
  - (f) In an unattended car overnight;
  - (g) With a person who steals or deliberately damages the property (unless such person performs services in an official capacity to look after *your* luggage – e.g. taxi driver, hotel porter or airline baggage handlers);
- 5.10 Luggage, personal effects or travel documents left behind in any paid accommodation after *you* have checked out or in any *conveyance* after *you* disembark;
- 5.11. Luggage, or personal effects or travel documents shipped under any freight agreement, or items sent by postal or courier services;
- 5.12. Damage to or loss of sporting equipment and clothing or bicycles whilst in use, household effects, furniture and furnishings, or any means of transport or parts and accessories of that transport;
- 5.13. Damage to or loss of commercial samples or any goods that are intended for sale or trade:
- 5.14. Losses due to devaluation or depreciation of currency; or

5.15. Damage to or loss of documents, securities, stamps, antiques, or works of art.

# Benefit 6 - Travel delay

- 6.1. If *your* scheduled carrier is delayed for six (6) consecutive hours or more for reasons outside *your* control and *you* cannot claim the expenses from anyone else, *we* will pay for *your* reasonable accommodation and meal expenses up to \$275 per person, \$600 per *family*. We will pay up to a further \$275 per person, \$600 per *family* for each additional completed twelve (12) consecutive hour period thereafter, up to the maximum amount shown in the Schedule of Benefits.
- 6.2. Reasonable extra travel, accommodation and meal expenses are the standard not exceeding the average standard of travel, accommodation and meals *you* booked for *your journey*.
- 6.3. The maximum **we** will pay for any one continuous delay period is \$825 per person, \$1,800 per **family**.

#### Benefit 7 - Missed connection

- 7.1. If attending a wedding, funeral, conference or sporting event is the purpose of *your journey*, and such event cannot be delayed due to *your* late arrival, and *your journey* is delayed because of something unexpected and outside *your* control, *we* will pay *you* the reasonable additional cost of using alternative public transport to arrive at *your* destination on time.
- 7.2. The maximum **we** will pay for missed connection is \$3,000 per **family**.

# Benefit 8 - Funeral expenses

- 8.1. In the event of your death during your journey, we will pay the reasonable cost of returning your remains to your residence in New Zealand, or for the funeral or cremation costs if your body is buried at the place of your death.
- 8.2. The maximum **we** will pay for funeral expenses is \$12,500 per person, \$20,000 per **family**.

#### Benefit 9 - Accidental death

- 9.1. If you die within twelve (12) calendar months directly as a result of an injury caused by an accident occurring during the journey, then if you are:
  - (a) A Gold cardholder, we will pay their estate an accidental death benefit of \$100,000;
  - (b) An accompanying *spouse*, *we* will pay their estate an accidental death benefit of \$50,000; or
  - (c) An accompanying dependent child, we will pay their estate an accidental death benefit of \$5,000 (per dependent child).

Please refer to Part A: 2.5.5 for further clarification of the entitlements for joint and additional card holders under this benefit. **We** will pay only one (1) benefit under (a), (b) or (c) above for each person and accident.

The maximum we will pay for accidental death is \$150,000 per family.

# Conditions applicable to benefit 9

In addition to the General Policy Conditions, the following conditions apply.

- 9.1. Your death must occur within twelve (12) calendar months of the date of the accident giving rise to the claim under this benefit
- 9.2. If your body cannot be found and after twelve (12) calendar months it is reasonable for us to believe that you have died as a result of an injury caused by an accident occurring during your journey, we will pay the accidental death benefit (as applicable) noted above. This payment is subject to receipt of a signed undertaking by your legal representative that any such benefit shall be repaid if it is later demonstrated that you did not die as a result of an injury caused by an accident occurring during your journey.

#### Exclusions applicable to benefit 9

In addition to the General Policy Exclusions, we will not pay for:

- 9.1. Death caused by illness, disease, suicide or self inflicted injury; or
- More than one (1) claim per person if you hold duplicate or multiple cards, from any one (1) accident.

#### Benefit 10 - Loss of income

- 10.1. We will pay the loss of your usual income, up to \$1,100 per week for a maximum of thirteen (13) consecutive weeks if you are injured overseas during the journey as a result of an accident and cannot resume your normal work on return to New Zealand.
- 10.2. The maximum amount **we** will pay for loss of **income** is \$14,300 per person, \$22,000 per **family**.

#### Conditions applicable to benefit 10

In addition to the General Policy Conditions, the following conditions apply.

- 10.1. You must lose all your income because the covered injury prevents you from engaging in your normal work that you intended to resume on your return to New Zealand.
- 10.2. **Your** injury must have occurred exclusively in an accident caused by violent, external and visible means.
- 10.3. Your claim must be supported by a medical certificate, signed by a qualified and registered medical practitioner.
- 10.4. You must provide written evidence that you had work to return to.

10.5. You must provide written evidence of your weekly income you were earning prior to departing on your journey.

# Exclusions applicable to benefit 10

In addition to the General Policy Exclusions, we will not pay for:

- The first thirty (30) days after you planned to resume your job;
- 10.2. Any further benefit after the thirteenth (13th) week following the commencement of the payment of this benefit;
- 10.3. Any benefit for a period that you did not intend to work;
- 10.4. Any injury which is covered by the Accident Compensation Act 2001 or any replacement legislation, statutory benefits or other insurance policy;
- 10.5. Any inability to work as a result of sickness or disease;
- 10.6. Loss of income if you are aged 75 years or over; or
- 10.7. Any further benefit once *you* have returned to work, or in *our* opinion, are fit to return to work.

# Benefit 11 - Accidental death and disablement (common carrier cover)

- 11.1. If you die or suffer disablement within twelve (12) calendar months as a result of an injury caused by an accident whilst travelling on or in a conveyance (including boarding and alighting such conveyance) during the journey then:
  - (a) On your accidental death if **you** are the **Gold cardholder**, **we** will pay your estate an accidental death benefit of \$100,000;
  - (b) On your accidental death if you are an accompanying spouse, we will pay your estate an accidental death benefit of \$50,000; or
  - (c) On your accidental death if you are an accompanying dependent child, we will pay your estate an accidental death benefit of \$5,000 (per dependent child).
  - (d) On the total loss of either both hands or both feet or total loss of the sight of both eyes, we will pay 100% of the accidental death benefit noted in (a), (b) or (c) above for the Gold cardholder, spouse or dependent child as applicable;
  - (e) On the total loss of one hand and the total loss of one foot, or the total loss of one hand and the total loss of sight of one eye, or the total loss of one foot and the total loss of sight of one eye, we will pay 50% of the accidental death benefit noted in (a), (b) or (c) above for the Gold cardholder, spouse or dependent child as applicable; or

(f) On the total loss of one hand, or the total loss of one foot, or the total loss of sight of one eye, we will pay 25% of the accidental death benefit noted in (a), (b) or (c) above for the Gold cardholder, spouse or dependent child as applicable.

Please refer to Part A: 2.5.5 for further clarification of the entitlements for joint and additional card holders under this benefit. *We* will pay only one (1) benefit (a) to (f) above for each person and accident.

11.2. The maximum **we** will pay for accidental death and disablement is \$150,000 per **family**.

#### Conditions applicable to benefit 11

In addition to the General Policy Conditions, the following conditions apply.

- 11.1. Your death or disablement must occur within twelve (12) calendar months of the date of the accident giving rise to the claim under this benefit.
- 11.2. To be eligible for cover under this benefit:
  - (a) The conveyance travel must be part of your journey arrangements;
  - (b) The Gold cardholder must also have activated cover for all other policy benefits in accordance with Part A: 2.3. or 2.4. as applicable for this journey; and
  - (c) The Gold cardholder must have paid for the full value of their (and any accompanying spouse and/or dependent children) conveyance travel ticket with their Gold card.
- 11.3. If your body cannot be found and after twelve (12) calendar months it is reasonable for us to believe you have died as a result of an injury caused by an accident to the conveyance in which you were travelling on during your journey, we will pay the accidental death benefit (as applicable) noted above. This payment is subject to receipt of a signed undertaking by your legal representative, that any such benefit shall be repaid if it is later demonstrated that you did not die as a result of an injury caused by an accident occurring during your journey.
- 11.4. Any disablement benefit payable to a dependent child under this benefit shall be payable to the parent or legal guardian of the dependent child.

# Exclusions applicable to benefit 11

In addition to the General Policy Exclusions, **we** will not pay for:

- 11.1. Death or disablement caused by any illness, disease, suicide or self-inflicted injury;
- 11.2. For more than one of the events in Part D: benefit 11, subsections 1(a)-(f) per person;
- 11.3. More than one (1) claim per person if **you** hold duplicate or multiple cards, from any one (1) accident; or

11.4. Any amount in excess of the aggregate limit of liability for this benefit of the policy arising out of any one accident. The aggregate limit of liability for all insured persons covered under the Master Policy arrangements agreed between Westpac and AIG is \$4,000,000 in the aggregate for any one (1) accident. This includes the insurances made available to other Westpac card types.

### Benefit 12 - Hijack and detention

- 12.1. If you are hijacked or detained illegally against your will, we will pay \$100 for each consecutive twenty-four (24) hours that you are held captive.
- 12.2. The maximum **we** will pay for hijack and detention is \$6,000 per person, \$12,000 per **family**.

### Benefit 13 - Kidnap and ransom

- 13.1. We will reimburse you the ultimate net loss of ransom paid by you following your kidnapping during the journey. In addition, we will pay your reasonable expenses, actually and necessarily incurred following receipt of a ransom demand after your kidnapping during the journey, for:
  - (a) Fees and expenses of any independent security consultants retained by you as the result of such a demand provided we have given our consent to the appointment;
  - (b) Interest paid on monies borrowed from a financial institution for the purpose of paying *ransom*. The amount of interest *we* will pay will be for a term not exceeding from thirty (30) days prior to the payment of the *ransom* until the first business day after *you* receive settlement from *us*, on a principal sum not exceeding \$250,000, and for a rate of interest not exceeding 2% above the current overdraft interest rate charged by Westpac; and
  - (c) Response consultant's fees and expenses which are incurred for the purpose of investigating, negotiating, or paying a ransom demand or costs in recovering you, but excluding any expenses, fees or damages incurred as a result of any proceeding brought against you arising out of the kidnapping or the way it was handled, or expenses, losses or damages caused by interruption to any business.
- 13.2. The maximum we will pay for kidnap and ransom is \$250,000 per family.

### Conditions applicable to benefit 13

In addition to the General Policy Conditions, the following conditions apply.

13.1. **You** must take all reasonable precautions to keep this insurance cover confidential.

- 13.2. We will not act as an intermediary or negotiator for you, nor will we offer direct advice to you on dealing with the kidnapper.
- 13.3. If anyone receives advice that you have or may have been kidnapped, they must make every reasonable effort to:
  - (a) Determine whether you have been kidnapped;
  - (b) Notify the appropriate law enforcement agency and comply with their recommendations and instructions;
  - Give us immediate notification of the kidnapping or suspicion of it; and
  - (d) Record the serial numbers or other identifying characteristics of any currency or goods delivered to secure the release of the *kidnapped* person.
- 13.4. If investigation establishes collusion or fraud by you or any other person, you must reimburse us for any payment we have made under this benefit.
- 13.5. If following our payment to you, part or all of the ransom is recovered you are required to reimburse us the value of the amount so recovered.

### Exclusions applicable to benefit 13

In addition to the General Policy Exclusions, we will not pay:

- 13.1. If **you** have:
  - (a) Had kidnap insurance declined, cancelled or issued with special conditions in the past;
  - (b) Suffered a *kidnapping* or attempted *kidnapping* in the past; or
  - (c) Had an extortion demand made against you in the past; or
- 13.2. For *kidnapping* occurring in Mexico or in any country located in Central or South America.

# Benefit 14 – Rental vehicle collision damage and theft excess cover

- 14.1. We will reimburse you for any insurance excess or deductible, which you become legally liable to pay in respect of loss or damage to a rental vehicle during the rental period, to a maximum of \$3,000 per family, if:
  - (a) The rental vehicle was rented from a licensed rental agency (or where they are not required to be licensed, a genuine commercial rental vehicle agency); and
  - (b) You complied with all requirements of the rental organisation under the hiring agreement and of the insurer under the rental vehicle insurance.

# Exclusions applicable to benefit 14

In addition to the General Policy Exclusions, we will not pay:

14.1. For loss or damage arising from operation of the *rental*\*\*vehicle\* in violation of the terms of the rental agreement;

- 14.2. For loss or damage which occurs beyond the limits of any public roadway; or
- 14.3. For wear and tear, gradual deterioration, damage from insects or vermin, or inherent vice or damage.

### Benefit 15 - Personal liability

- 15.1. We will pay all damages and compensation (including legal expenses) incurred with our written consent, but not exceeding the maximum amount payable shown in the Schedule of Benefits, you are legally liable to pay as a result of your negligence during the journey causing:
  - (a) Bodily injury including death; or
  - (b) Loss of or damage to property.

### Conditions applicable to benefit 15

In addition to the General Policy Conditions, the following conditions also apply.

- 15.1. It is a condition of payment under this Part D: benefit 15 that you must not admit fault or liability to any other person without our prior written consent.
- 15.2. We will pay a maximum of \$2,500,000 for all claims that result directly or indirectly out of one (1) event. This amount includes claims for legal costs.

### Exclusions applicable to benefit 15

In addition to the General Policy Exclusions, **we** will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

- Bodily injury to you or any member of your family ordinarily residing with you;
- 15.2. Bodily injury to any of *your* employees arising out of or in the course of employment;
- 15.3. Loss of or damage to property owned by, or in the control of, you or any member of your family ordinarily residing with you;
- 15.4. Loss of or damage to property owned by, or in the control of, *your* employees arising out of or in the course of employment;
- 15.5. Loss of or damage to property or bodily injury, arising out of *your* ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft;
- 15.6. Loss of or damage to property, or bodily injury arising out of, *your* business, trade or profession including professional advice given by *you*;
- 15.7. Any contract unless such liability would have arisen in the absence of that contract:
- 15.8. Judgments which are not established by a court in the country in which the event occurred giving rise to *your* legal liability;
- 15.9. Punitive, aggravated or exemplary damages;
- 15.10. Any fine or penalty; or

15.11. Loss which would be covered under any workers compensation legislation, industrial award or agreement, or accident compensation legislation.

## Benefit 16 - Snow sports

- 16.1 There is no cover under this benefit 16 (snow sports cover) unless you have applied for a Snow Sports Extension and we have approved cover in writing. You can apply for a Snow Sports Extension by visiting travelactivate.co.nz. If your application is accepted, a premium will be payable.
- 16.2. We will pay for the non-recoverable costs of hiring skis, snowboards, boots, bindings, ski poles, helmets and wrist guards, if the skis, snowboards, boots, bindings, ski poles, helmets and wrist guards owned by you and taken on your journey is
  - (a) Accidentally lost or damaged; or
  - (b) Delayed, misdirected or temporarily misplaced by a by any carrier for more than twelve (12) hours;

During the *period of insurance* (but not including *your* final return travel leg to New Zealand). Claims must be supported by a Police/Loss Report or written confirmation from the carrier responsible, and receipts for the emergency equipment *you* needed to hire.

- 16.3. **We** will pay for any non-refundable amount of **your** lift pass following theft during the **journey** by any person who is not **your relative**. Claims will be calculated according to a pro-rata of the unused days of **your** lift pass proportionate number of days between the lift pass effective and expiry dates and based on its original value.
- 16.4. We will pay up to a maximum of \$50 per person, \$100 per family for each completed forty-eight hour period if between 1 December and 15 April for travel to the Northern hemisphere or between 1 May and 30 September for travel to the Southern hemisphere, as a result of not enough snow, too much snow or high winds in your booked holiday resort, all lift systems are closed for more than forty-eight (48) hours. Claims must be supported by written confirmation from the management of the resort stating the reason for the closure and how long the closure lasted.
- 16.5. We will pay up to a maximum of \$100 per person, \$200 per family if you are prevented from arriving at or leaving your booked ski resort for more than twelve (12) hours from the scheduled arrival or departure time because of an avalanche. Claims must be supported by written confirmation from the management of the resort stating the reason for the delay and how long the delay lasted.

### **Exclusions applicable to benefit 16**

In addition to the General Policy Exclusions, **we** will not pay: 16.1. Any claim resulting from loss or theft which **you** do not

- report to the Police within 24 hours of discovering it and which **you** do not get a written Police/Loss Report for;
- 16.2. Any claims resulting from loss or theft of your skis, snowboards, boots, bindings, ski poles, helmets and wrist guards that you have left unattended in a public place unless the claim relates to skis, poles or snowboards and you have taken all reasonable care to protect them by leaving them in a ski rack between 8am and 6pm.
- 16.3. Any claim resulting from delays caused by any carrier which you do not report to the carrier within twenty four (24) hours of discovering it and which you do not get a written report for. In the case of an airline, a property irregularity report will be required.

# Part E: General Policy Exclusions

These General Policy Exclusions apply to all benefits of this policy. In addition, please note that specific exclusions may apply to certain benefits, and these are detailed under the relevant benefit in Part D of this policy.

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

- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- 2. (a) any terrorist act;
  - (b) the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act;
  - except this exclusion shall not apply to the cover provided under Part D: benefit 2 (overseas medical and associated expenses).
- A government authority of any country seizing, withholding or destroying anything of *yours* or any prohibition by or regulation or intervention by any government or government authority;
- 4. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination, or the dispersal or application of pathogenic or poisonous biological or chemical materials, or the release of pathogenic or poisonous biological or chemical materials;
- Circumstances where you can recover your loss or costs from any other source;
- Consequential loss, or loss of enjoyment, *your* lack of finances, or changes in currency rates;
- Any employment you have during the journey that is not part of your current employment in New Zealand;
- 8. You taking part in:

- (a) Manual work in connection with a business or trade;
- (b) Any professional sporting activities;
- (c) Scuba diving (unless you hold a PADI (or similar recognised qualification) or you are diving with a qualified instructor. In these situations the maximum depth that we will cover is as specified under your PADI (or similar recognised qualification) but no deeper than thirty (30) meters and you must not be diving alone):
- (d) Mountaineering or rock climbing (if you need to use climbing equipment, ropes or guides), off piste skiing, white water rafting or boating, ocean yachting, abselling, bungy jumping, pot holing, caving, trekking above 3000 meters. or tobogganing:
- (e) Racing (other than on foot);
- (f) Motorcycling outside New Zealand (unless you are riding a motorcycle with an engine capacity of 200cc or less and hold a motorcycle licence as required by the country you are in, but always excluding motorcycle racing);
- (g) Flying, or any aerial activity (for example, hanggliding and skydiving), unless you are a passenger in a regularly scheduled commercial passenger carrying aircraft;
- (h) Any sport involving projectiles (e.g. shooting and archery);
- 9. Deliberate exposure to exceptional danger unless in an attempt to preserve life, *your* own or others;
- Suicide, intentional self-injury, psychiatric, psychological or psychosomatic disorders, depression, stress, anxiety, insanity or mental disorders not otherwise noted, of you, your relative, business partner or travel companion;
- Your alcoholism or your drug addiction, or you being under the influence of alcohol or any drug other than a drug administered or prescribed by a legally qualified medical practitioner;
- 12. Any pre-existing medical condition of yours, a relative, travel companion or any other person that may give cause for you to claim, unless (and in respect of you only) we have given prior written approval to cover your pre-existing medical condition and you have paid the additional premium surcharge;
- 13. Pregnancy or childbirth of yours, your relative, business partner or travel companion. This exclusion does not apply where costs are incurred because of your unforeseeable medical complications or emergencies which occurs during the period of insurance and before the 26th week of your pregnancy;
- You travelling against medical advice or when you ought reasonably to know that you are unfit to do so;

- Any potentially fatal condition which has been diagnosed or any condition for which **you** are travelling to seek medical or other treatment;
- 16. **You** or **your** family engaging in any illegal or criminal act, prostitution, or use of firearms;
- 17. Any interference with your travel plans by a government, government regulation or official authority including but not limited to refusal of a visa or permit to you or to any relative or travel companion or restriction of access to any locality;
- 18. The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own *financial default* or the *financial default* of any person, company or organisation with whom or with which they deal;
- You not taking precaution to avoid a claim after there was warning in the mass media; or
- An event that occurs in a location listed as "extreme risk" by the New Zealand Ministry of Foreign Affairs and Trade, except to the extent of the cover provided under General Policy Condition 2 (Part B).

### We will also not be liable:

21. To provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose us, our parent company or our ultimate controlling entity to any penalty under any sanctions law or regulation.

# Part F: Emergency and medical assistance service – Travel Guard

- If you suffer a claim event overseαs or require assistance, simply call Travel Guard on +64 (9) 359 1624.
- You must contact Travel Guard and obtain approval before arrangements are made if you:
  - (a) Require hospitalisation or emergency transportation services: or
  - (b) Need to return to New Zealand early for any reason, and **you** want **us** to pay.

Failure to contact Travel Guard and obtain such approval may affect *your* claim. *You* must follow the advice and instruction of Travel Guard and where required, *our* advice and instructions

 You may need to provide a copy of your Gold card receipt (or cash advance receipt) and/or Westpac hotpoints® redemption letter. This is required to enable Travel Guard to verify **your** eligibility for insurance. Therefore, having these documents readily available will assist **your** inquiry or claim

- 4. Travel Guard provides the following services free of charge:
  - (a) Claims assistance whilst overseas;
  - (b) Access to a Registered Medical Practitioner for emergency assistance and advice;
  - (c) Emergency transportation to the nearest suitable hospital;
  - (d) Emergency evacuation back home if necessary;
  - (e) Updates of *your* medical condition for *your* family back home;
  - (f) Payment guarantees to hospitals and insurance verification;
  - (g) Second opinions on surgery;
  - (h) Case management if hospitalised and cost containment and control; and
  - (i) Urgent message service and emergency travel planning. Travel Guard is a worldwide team of highly skilled doctors and medical professionals who are available by telephone twenty-four (24) hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside New Zealand.
- The overseas assistance service in this benefit is provided by Travel Guard in conjunction with your policy.

# Part G: Administration and claims procedures

### 1. How to contact us

- 1.1. For the following:
  - (a) Enquiries relating to this policy;
  - (b) Arranging cover for pre-existing medical conditions, mature age assessments and extensions, specified items extensions, cover for travel exceeding thirty-five (35) days, and snow sports; or
  - (c) Claims relating to this policy;

If you are in New Zealand, visit travelactivate.co.nz; or If you are overseαs, contact Travel Guard on +64 9 359 1624.

### What to do in the event of a claim:

2.1. If you require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want us to pay, you must contact Travel Guard (on +64 9 359 1624 and obtain approval before arrangements are made. Failure to do so may affect

- **your** claim. **You** are expected to follow the advice and instruction of Travel Guard and where required, **our** advice and instructions:
- 2.2. If your luggage, personal effects or travel documents are accidentally lost, stolen or damaged, you must report all incidents to the local authority within twenty-four (24) hours and obtain a written acknowledgement. You must immediately report any luggage loss or damage to the carrier and submit a claim to them. The carrier may be legally liable for the loss or damage;
- 2.3. For liability claims, do not make any admission or offer. Request the claim against *you* to be put in writing;
- 2.4. For cancellation claims, you must take steps to minimise your losses. As soon as possible after the cancellation you must:
  - (a) Recover any refund you are entitled to; and
  - (b) Cancel any other travel or accommodation arrangements that depend on your cancelled arrangements and that you are now unable to use;
  - (c) In some circumstances we may be able to take over or transfer your travel or accommodation into our name. You must notify us as soon as you become aware of any circumstances that may lead to the cancellation or curtailment of your journey;
- For all claim events, advise us within thirty (30) days after completion of the iourney:
- 2.6. Submit to *us* the following documents to process *your* claim:
  - (a) Your Westpac Gold card statement, or if you have used Westpac hotpoints\* to pay for your pre-paid travel costs, please provide a copy of your Westpac hotpoints\* redemption letter to confirm you have paid the required pre paid travel costs, as specified in Part A: 2. (insurance activation);
  - (b) A copy of your itinerary or overseas return travel ticket:
  - (c) Your bank account number:
  - (d) Police/Loss Report (where applicable);
- 2.7. Provide the following supporting documents when claiming under the following benefits:
  - (a) Medical all original medical accounts, receipts and report(s) from a legally qualified medical practitioner.
  - (b) Luggage and personal effects proof of ownership e.g. receipts, instruction manuals, replacement prices, repair reports or photos. You will be asked to surrender to us any damaged goods which cannot be repaired.
  - (c) Cancellation and additional expenses a letter

from the applicable carrier/travel agent confirming cancellation/refund of *your* travel arrangements and any receipts to support this claim.

- (d) Personal money *your* transaction statement to substantiate *your* claim of stolen money.
- (e) Rental vehicle collision damage and theft excess a copy of the rental agreement, accident report, and the repair cost. You will need to provide original receipts.
- if you have any questions regarding the documentation required to submit your claim, visit travelactivate.co.nz or contact Travel Guard on +64 9 359 1624 (if overseas).

Please forward all claims correspondence to **us**, c/o AIG claims department, PO Box 1745, Shortland Street, Auckland 1140, New Zealand. Alternatively your claim form will allow your electronic submission to **us**. To download a claim form please visit **travelactivate.co.nz** and click on the claims menu.

travelactivate.co.nz and click on the claims meni

# 3. Our right to defend or recover

3.1. You must provide us immediately with full particulars of any claim made against you by any other person, and all legal documents served on you. We have the right to commence or take over legal proceedings in your name for the defence or settlement of any claim against you in relation to this policy, or to sue or prosecute any other party to recover any monies paid by you under the policy. You must co-operate with us and do nothing to impede or obstruct our rights.

### 4. The Fair Insurance Code

4.1. AIG Insurance New Zealand Limited, as a member of the Insurance Council of NZ Incorporated, subscribes to the Fair Insurance Code. If you are unhappy with the service you have received from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone, by email or in writing.

**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 or telephone 0800 347 257. Full details of how to access the FSCL scheme can be obtained on their website fscl.org.nz. There is no cost to **you** to use the services of FSCL.

# Gold Card Purchase Protection Insurance

# Part A: Important information about Gold Card Purchase Protection Insurance

### 1. This policy

1.1. Westpac Gold card Purchase Protection Insurance is a benefit available to Westpac Gold cardholders. This cover provides ninety (90) consecutive days of cover against loss, theft or accidental damage over most new personal items, that you purchase with your Gold card.

### 2. Policy requirements

2.1. We recommend you read this document carefully and keep it in a safe place. If a Gold cardholder wishes to make a claim under this policy, the Gold cardholder will be bound by the terms and conditions of this policy. You will be required to provide details and proof of any loss, including the sales receipt and Gold card statement showing any purchases. This cover will terminate on expiry of the written notice of termination given by Westpac to the primary cardholder notifying the primary cardholder of the cover being withdrawn.

## Part B: Definitions

For the purposes of this policy:

- Gold card means any current and valid Gold Mastercard or Gold Visa Card issued by Westpac.
- Gold cardholder means a person, being a New Zealand resident, who is authorised to maintain permanent residency in New Zealand and whom Westpac has issued with a Gold card. This includes joint and additional Gold cardholders.
- Goods brand new retail items of personal property
  which are paid for by a Gold cardholder in full using their
  Gold card or reward points earned in conjunction with
  their Gold card.
- 4. **hotpoints®** means, depending on the context:
  - (a) The scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with the Westpac credit card conditions for the applicable card or
  - (b) Points accrued by a hotpoints® member through the use of a credit card in accordance with the Westpac credit card conditions for the applicable card.

- Primary cardholder means the person in whose name the Gold card is opened.
- Public place means any place accessible to the public, including but not limited to shops, airports, bus depots, streets, hotel foyer (and hallways and grounds), restaurants, beaches, public toilets, unlocked hostel and hotel rooms
- 7. **Unattended** means, but is not limited to, when an item is not on **your** person at the time of loss, left with a person other than **your** travelling companion, left in a position where it can be taken without **your** knowledge, including on the beach or beside the pool while **you** swim, leaving it at a distance where **you** are unable to prevent it from being unlawfully taken.
- 8. We. our. us means AIG Insurance New Zealand Limited.
- 9. You, your means a Gold cardholder.

# Part C: Terms and conditions applicable to your policy

- This policy provides insurance protection for goods subject to the terms and conditions of this policy.
- 2. Any references in this policy to terms and conditions refer to the policy in its entirety.
- The goods are insured for ninety (90) consecutive days from the date of purchase against loss, theft, or accidental damage anywhere in the world.
- 4. **Our** liability shall not exceed:
  - (a) The actual purchase price of the *goods* which are paid for using a *Gold card*;
  - (b) NZ\$3,000 per claim for watches, jewellery, and fine arts: and
  - (c) In respect of all claims in any twelve (12) month period, payments to any Gold cardholder shall, in aggregate, not exceed NZ\$125,000.
- 5. Where the insured item is part of a pair or set, the Gold cardholder will receive no more than the value (as described in Part C: 4. above) of the particular part or parts lost, stolen or damaged, regardless of any special value that the item may have by way of being part of such pair or set, nor more than the proportional part of the aggregate purchase price of such pair or set.
- We may, at our option, pay the reasonable costs to repair, rebuild, replace or reinstate damaged, stolen or lost goods or pay cash for the said goods subject to Part C:

   above, and to the terms and conditions as specified in this policy.
- We shall not be liable to pay any claim under this policy resulting from:

- (a) Flood, storm, or earthquake;
- (b) War or war-like hostilities;
- (c) Radioactive contamination;
- (d) Damage caused by fire, atmospheric or climatic conditions, mould or fungus, insects, rodents or vermin;
- (e) Normal wear and tear, or damage arising from inherent defect in the goods including electrical or mechanical breakdown;
- (f) Disappearance of the goods in circumstances which cannot be explained by the Gold cardholder to our reasonable satisfaction:
- (g) Lawful confiscation by authorities, such as police, government agencies, or courts, or other empowered authorities;
- (h) Fraud or illegal acts or abuse to or in respect of the *goods*;
- (i) Consequential loss or damage, punitive damages;
- (j) Laundering (including washing, ironing and dry cleaning) whether by professional persons or otherwise;
- (k) Non-receipt of the goods or damage, loss or theft occurring while the goods are being transported under a freight agreement, or by postal or courier services; or
- Goods being left unattended in a public place, or in an unlocked car, or in an unattended car overnight.
- 8. **We** shall not be liable to pay any claim under this policy for theft or loss of or damage to:
  - (a) Jewellery and watches being carried in baggage unless hand-carried and under either *your* personal supervision or that of *your* travelling companion;
  - (b) Animals or plant life;
  - (c) Cash, bullion, negotiable instruments, traveller's cheques, or tickets of any description;
  - (d) Computer software or non-tangible items;
  - (e) Consumable or perishable items (including but not limited to food, drugs, cosmetics, fuel or oil);
  - Motor vehicles, motorcycles or motor scooters, watercraft, aircraft and their integral parts and installed accessories:
  - (g) Goods purchased for the purpose of re-supply or re-sale:
  - (h) Goods used in a commercial or professional setting including items or tools of trade or profession, acquired for transformation, or use in carrying on a business:

- Goods which will or have become landlord's fixtures and fittings, real estate and fixed or movable fixtures or fittings which are intended to or have formed part of any real estate;
- (j) Sporting equipment while being used; or
- (k) Second-hand items including antiques.
- We shall not pay any claim under this policy when such theft, loss, or damage is procured by, at the instigation of, or deliberately caused by you.
- 10. In the event of theft of or loss or damage to **goods** giving rise to a claim under this policy, **you** must:
  - (a) Notify us at our postal address shown on this policy no later than fifteen (15) days from the date of loss. Loss reports must be completed and returned within thirty (30) days of receipt. Failure to report your loss or to fully complete and submit the loss report within the times stated above may result in your claim not being accepted;
  - (b) Maintain and forward, when requested, copies of all relevant purchase receipts and other documents as well as detailed particulars and proof of your loss as we may require;
  - (c) Disclose to us details of any other insurance cover under which you are entitled to claim;
  - (d) Retain damaged *goods* for inspection by *our* representatives;
  - (e) Co-operate and provide us with all necessary information and assistance to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which we shall or would become entitled or subrogated upon us making payment or making good any loss or damage under this policy; and
  - (f) Give immediate written notice to the police of goods lost or stolen or wilfully damaged and obtain and provide us with a police report and/or crime number. This must be done within twenty-four (24) hours starting from when the goods were stolen, damaged, or lost. The report must list and describe the missing or damaged goods and a copy of this report must be obtained. The authority must sign the copy and write on it that it is a true and accurate copy of the original.
- The Gold cardholder must take all reasonable care to protect and maintain the goods insured under this policy against loss, theft or damage.
- 12. **Your** interest under this policy may not be assigned or transferred.

To assist **you** with a claim, or for further information, contact **us** on **0800 465 322**. Please forward all claims correspondence to **us**, c/o AIG claims department, PO Box 1745, Shortland Street, Auckland 1140, New Zealand.

# Gold card Extended Warranty Insurance

# Part A: Important information about Gold Card Extended Warranty Insurance

### 1. This policy

1.1. Westpac Gold card Extended Warranty Insurance is a benefit available to Westpac Gold cardholders. The purpose of the insurance is to extend the manufacturer's New Zealand warranty on goods which you purchase in their entirety on your Gold card. This policy does not affect any of your rights under New Zealand law including the Consumer Guarantees Act 1993.

### 2. Policy requirements

2.1. We recommend you read this document carefully and keep it in a safe place. If a Gold cardholder wishes to make a claim under this policy, the Gold cardholder will be bound by the terms and conditions of this policy. You will also be required to provide details and proof of any loss, including the sales receipt and Gold card statement showing any purchases. This insurance will terminate on expiry of the written notice of termination given by Westpac to the primary cardholder notifying the primary cardholder of this insurance being withdrawn.

# Part B: Definitions

For the purposes of this policy:

- Coverage means the insurance coverage provided under this policy.
- Covered breakdown means the failure of a covered product to operate for the purpose for which it was designed by reason of a breakdown or defect, which would be covered by the terms of the original warranty if not restricted in time.
- Covered product means a new domestic appliance product purchased in New Zealand during the policy term that has an original warranty of at least six (6) months and no greater than four (4) years and which is paid for in full by a Gold cardholder with a Gold card or reward points earned in conjunction with their Gold card.

- 4. Extended warranty period means:
  - (a) Where the *original warranty* is between twelve (12) months and four (4) years, the period starting from the date the *original warranty* expires and ending no later than twelve (12) months after commencement of the extended warranty period (for example: *original warranty* period is one (1) to four (4) years, extended warranty period is twelve (12) months); and
  - (b) Where the original warranty is more than six (6) months but less than twelve (12) months, then this means the original warranty period is doubled (for example: original warranty period is six (6) months, extended warranty period is six (6) months).
- Gold card means any current and valid Gold Mastercard or Gold Visa Card issued by Westpac.
- Gold cardholder means a person, being a New Zealand resident, who is authorised to maintain permanent residency in New Zealand and whom Westpac has issued with a Gold card. This includes joint and additional Gold cardholders.
- 7. **hotpoints**® means, depending on the context:
  - (a) The scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with the Westpac credit card conditions for the applicable card or
  - (b) Points accrued by a hotpoints® member through the use of a credit card in accordance with the Westpac credit card conditions for the applicable card.
- 8. **Original warranty** means the express and implied obligations, rights and duties embodied in the written warranty provided by the manufacturer, which is applicable in New Zealand, of the **covered product** when it is purchased new. The warranty must have coverage of no less than six (6) months and no more than four (4) years.
- Policy term means the period agreed to between Westpac and us.
- Primary cardholder means the person in whose name the Gold card is opened.
- 11. **We, our, us** means AIG Insurance New Zealand Limited.
- 12. You, your means a Gold cardholder.

# Part C: The cover we provide under your policy

# 1. Description of cover

1.1. Subject to Part C: 2. and 3. of this policy, *Gold card*Extended Warranty Insurance extends the period of the *original warranty* on *covered products* for up to one
(1) year, provided the *original warranty* does not exceed four (4) years. Where the *original warranty* is more than six (6) months but less than twelve (12) months the *original warranty* period is doubled. *Coverage* starts from the date the *original warranty* expires and ends no later than twelve (12) months after commencement of the *extended warranty period. Covered products* must be paid for in full with the *Gold card*.

# 2. Exclusions applicable to your policy

We shall not be liable under this policy for:

- 2.1. Any costs other than parts and/or labour costs resulting from a covered breakdown or any costs relating to a part or circumstance not otherwise covered by the original warranty;
- 2.2. Any other obligation and costs other than those specifically covered under the terms and conditions of the *original warranty* or under a supplier's statutory warranty pursuant to the Consumer Guarantees Act 1993 (or any replacement legislation) or where *you* have failed to comply with the *original warranty*;
- 2.3. Any claim resulting from fraud or abuse, or any event that is intentionally caused by **you** or a person acting with **your** consent;
- Boats, automobiles, motorboats, aeroplanes or any other motorised vehicles and/or their integral parts and installed accessories;
- 2.5. Consequential loss or damage;
- 2.6. Items with a purchase price more than NZ\$10,000;
- Items in respect of which the original warranty is for a period of more than four (4) years;
- 2.8. Items purchased for resale or items which are used, damaged, seconds or shop-soiled at the time of purchase;
- 2.9. Real estate or any associated fixtures and fittings;
- 2.10. Items without the original manufacturer's serial number;
- Items used for, or intended to be used for, commercial, retail, property rental, or other business purposes; or
- 2.12. Normal wear and tear.

## 3. Limits of liability applicable to your policy

- 3.1. The maximum limit of liability available under this policy is NZ\$10,000 per annum per Gold cardholder in respect to any one (1) covered product.
- 3.2. You cannot receive more than the purchase price of the covered product recorded in the credit card receipt.
- 3.3. Where a covered product is part of a pair or set, you will receive only that portion of the purchase price paid in respect of that part of the covered product regardless of any special value that the covered product may have as part of such pair or set.
- 3.4. **We**, at **our** sole option, may elect to:
  - (a) Repair, rebuild or replace the covered product with a product of similar quality (whether wholly or in part); or
  - (b) Pay cash for the covered product, not exceeding the original purchase price thereof and subject to the terms and conditions in this policy by notifying you of our intention to do so within seven (7) days following receipt of the required claim form.

# Part D: Claims procedures

- You must maintain and forward copies of all relevant receipts and other documents when requested by us, or our designated claims administrator in order to process a valid claim.
- You must notify us, by telephone on 0800 465 322 as soon as practicable after becoming aware of a covered breakdown but no later than thirty (30) days after it has occurred. Failure to give such notice to us within thirty (30) days may result in your claim not being accepted.
- You must, within thirty (30) days from the date of notification of a covered breakdown, complete, sign and return a claim report to us, c/o AIG claims department, PO Box 1745, Shortland Street, Auckland 1140, New Zealand. Claims reports are available by contacting us on 0800 465 322.
- The claim report completed by you must include the original credit card receipt evidencing payment for the covered product with the Gold card, and a copy of the original warranty terms and conditions.
- Prior to proceeding with any repair services, you must notify and obtain approval from us.
- Our payment made in good faith will discharge us in respect of the claim.

# Part E: Conditions applicable to your policy

### 1. Our right to recover

- 1.1. Following our payment of your claim in respect of a covered breakdown, we shall be subrogated, to the extent of that payment, to your rights and remedies against any party in respect of the loss, and shall be entitled at our own expense to sue in your name.
- 1.2. You must co-operate and provide us with such assistance as we may require to secure our rights and remedies including the execution of all documents necessary to enable us to bring a suit in your name.

### 2. Benefit Gold cardholder only

2.1. The coverage extends only to Gold cardholders. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits of this policy. You cannot assign these benefits.

### 3. Due diligence

3.1. You must use due diligence and do all things reasonably practicable to avoid a covered breakdown occurring in respect of a covered product. We will not unreasonably apply this provision to avoid claims under this policy.

### 4. False or fraudulent claims

4.1. If you make any claim knowing it to be false or fraudulent in any respect, you will no longer be entitled to the benefits under this policy or to the payment of any claim made under this policy.

### 5. Terms and conditions

5.1. Any references in this policy to terms and conditions refer to the policy in its entirety.

**hotpoints**\* is a registered trademark of Westpac Banking Corporation. **hotpoints** terms and conditions apply.

### When in New Zealand

### When Overseas

## If your card is lost or stolen

- Immediately call Westpac on 0800 888 111,
   24 hours a day, seven days a week
- Immediately call Westpac on +64 9 914 8026 collect (via International Operator), 24 hours a day, seven days a week, or fax Westpac +64 9 622 8063

Alternatively, report the loss to any bank displaying the Mastercard® or Visa acceptance mark (whichever is appropriate).

### Worldwide emergency card assistance

For assistance with reporting Lost and Stolen cards, Emergency Cash Advance and Emergency Card Replacement call collect

- Mastercard Global Service™ +1 636 722 7111
- Visa Emergency Assist +1 410 581 9994
- Or visit any bank displaying the Mastercard or Visa acceptance mark (whichever is appropriate).

#### Gold card travel insurance

- If you're overseas and need emergency or medical assistance, call Travel Guard on +64 9 359 1624 any time.
- In New Zealand, to ask about Gold card travel insurance, to make a claim, or if you need to arrange cover for your pre-existing medical condition, call 0800 465 322 during working hours.

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Westpac New Zealand Limited

12154WT-13 07-18

Who to call for Emergency assistance
with your Westpac Gold credit card(s)





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