

Chubb Travel Insurance Leisure Travel

Policy Wording

CHUBB®

Contents

Special Exclusion (COVID-19)	3
Policy Wording.....	3
About the Insurer.....	3
1. Duty of Disclosure.....	3
2. Financial Strength Rating	4
3. Fair Insurance Code.....	4
4. Privacy Statement	4
5. Complaints and Dispute Resolution	5
6. General Definitions.....	7
7. Section 1 - Personal Accident & Sickness.....	8
8. Section 2 - Kidnap & Ransom/Extortion Cover.....	15
9. Section 3 - Hijack & Detention.....	17
10. Section 4 - Medical & Additional Expenses and Cancellation & Curtailment Expenses.....	17
11. Section 5 - Chubb Assistance	19
12. Section 6 - Loss of Deposits	20
13. Section 7 - Baggage, Business Property, Electronic Equipment and Money/Travel Documents.....	21
14. Section 8 - Alternative Employee/Resumption of Assignment Expenses	23
15. Section 9 - Personal Liability	23
16. Section 10 - Collision Damage and Theft Waiver.....	25
17. Section 11 - Political Evacuation	25
18. General Exclusions.....	26
19. General Conditions	27
Updating this Policy Wording.....	29
About Chubb in New Zealand	30
Contact Us.....	30

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak.

To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

Policy Wording

Underwritten by Chubb Insurance New Zealand Limited.

This Policy provides for the payment of benefits in connection with a Journey undertaken or to be undertaken by an Insured Person. Please read it carefully to make sure that You understand its provisions. If You require any information, please contact Your local Chubb office. All cover is subject to the payment of premium and the terms, conditions and exclusions of the Policy.

No Financial Advice

The information contained within this Policy Wording does not take into account Your personal circumstances, objectives, financial situation or needs and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of this Policy Wording, and obtain financial advice if required, before making any decisions about this Policy Wording.

About the Insurer

Chubb Insurance New Zealand Limited (Company No. 104656, FSP No.35924) (Chubb) is the insurer of this product. In this Policy Wording, “We”, “Us”, “Our” means Chubb Insurance New Zealand Limited. Our contact details are:

Head Office: CU 1-3, Shed 24, Princes Wharf, Auckland 1010

Postal address: PO Box 734 Auckland 1140

O 0800 422 346

F +64 9 303 1909

E travel.nz@chubb.com

1. Duty of Disclosure

Your Duty of Disclosure

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

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

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

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

Consequences of Non-Disclosure

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

2. Financial Strength Rating

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

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

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S & P Global Ratings [website](#).

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

3. Fair Insurance Code

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



4. Privacy Statement

This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle Your personal information. Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted on Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your personal information in accordance with the requirements of New Zealand’s Privacy Act, as amended or replaced from time to time.

Personal Information Handling Practices

When do We collect Your personal information?

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

Purpose of Collection

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

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

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

Recipients of the Information and Disclosure

We may disclose the information We collect to third parties, including:

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

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

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

Rights of Access to, and Correction of, Information

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

How to Make a Complaint

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

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing enquiries@privacy.org.nz or using the online form available on the Privacy Commissioner's website at www.privacy.org.nz.

5. Complaints and Dispute Resolution

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

Chubb's complaints and dispute procedures are as follows:

Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any of Chubb's products or services and You wish to lodge a complaint, please contact Us via:

E Complaints.NZ@chubb.com

O 0800 422 346

F +64 9 303 1909

Post:

The Complaints Officer

Chubb Insurance New Zealand Limited

PO Box 734

Shortland Street

Auckland 1140

Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Chubb's response to Your complaint, You can advise that You wish to take Your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

E DisputeResolution.NZ@chubb.com

O +64 9 377 1459

F +64 9 303 1909

Post:

Internal Dispute Resolution Service

Chubb Insurance New Zealand Limited

PO Box 734

Shortland Street

Auckland 1140

Stage 3 - External Dispute Resolution

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

Postal address: PO Box 5967, Lambton Quay, Wellington 6145

O 0800 347 257 (Call Free for consumers) or +64 4 472 FSCL (472 3725)

F +64 4 472 3728

E info@fscl.org.nz

W www.fscl.org.nz

Please note if You would like to refer Your complaint or dispute to FSCL You must do so within 2 months of the date of Our dispute determination.

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

6. General Definitions

For the purpose of this Policy, the following definitions apply: -

- 6.1 **We/Our/Us/Chubb** means Chubb Insurance New Zealand Limited.
- 6.2 **You/Your** means the Insured named in the Schedule.
- 6.3 **Insured Person** means such person or persons who come within the description of Insured Person contained in the Schedule and with respect to whom premium has been paid or agreed to be paid.
- 6.4 **Dependent Children** means an Insured Person's and their spouse's unmarried dependent children (including step or legally adopted children) as long as they are under sixteen (16) years of age.
- 6.5 **Schedule** means the Schedule attached to the Policy Wording or any subsequently substituted Schedule.
- 6.6 **Journey** means the Journey defined in the Schedule.
- 6.7 **Period of Insurance** means the period shown on the current Schedule.
- 6.8 **Earnings** means:
- in the case of an employee, their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been employed; or
 - in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been self-employed.
- 6.9 **Excess** means the first amount of each and every claim payable by You or the Insured Person as stated in the Schedule.
- 6.10 **Excess Period** means the period of time following an Event giving rise to a claim for which benefits are not payable.
- 6.11 **Injury** means a bodily injury resulting from an accident and which is not an illness and which:
- is caused by violent, external and visible means; and
 - occurs during the Period of Insurance; and
 - results solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury).
- 6.12 **Sickness** means any illness or disease of the Insured Person first occurring during a Journey but does not include a terminal condition of the Insured Person diagnosed prior to the commencement date of the Journey.
- 6.13 **Serious Injury or Serious Sickness** means Injury or Sickness that causes Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending Doctor. It does not mean a terminal condition diagnosed prior to the commencement date of the Journey or any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:

- a) has received daily medical treatment or medication in the thirty (30) days immediately prior to commencement date of the Journey; or
- b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the commencement date of the Journey.

Injury means a bodily injury resulting from an accident and which is not an illness and which:

- a) is caused by violent, external and visible means; and
- b) occurs during the Period of Insurance.

Sickness means illness or disease suffered during a Journey.

- 6.14 **Close Relative** means spouse, partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiance(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild, provided such person(s) is/are at the relevant time, under 80 years of age.
- 6.15 **Policy** means this Policy Wording and the Schedule.
- 6.16 **Policy Wording** means this document.
- 6.17 **Doctor** means a legally registered medical practitioner who is not an Insured Person or their relative.
- 6.18 **Accidental Death** means death occurring as a result of an Injury.
- 6.19 **Event(S)** means the event(s) described in the Table of Events set out in Section 1 of this Policy.

7. Section 1 - Personal Accident & Sickness

7.1 Extent of Cover

Personal Accident

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers from an Event described in Parts A, B, D or E of the following Table of Events as result of an Injury, We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Section 1, Parts A, B, D or E.

Sickness

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers from an Event described in Part C of the following Table of Events as a result of a Sickness, We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Section 1, Part C.

7.2 Definitions under Section 1

Permanent means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

Total Disablement means the inability of the Insured Person to engage in or attend to any occupation or business.

Temporary Total Disablement means the temporary inability of the Insured Person to engage in their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Partial Disablement means the temporary inability of the Insured Person to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Loss means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;
- c) hearing, total and Permanent loss of hearing;
- d) speech, total and Permanent loss of the ability to speak; and which in each case is caused by Injury.

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

Hand means the entire hand below the wrist.

Foot means the entire foot below the ankle.

Fingers, Thumbs or Toes means the digits of a Hand or Foot.

7.3 Cover under Section 1

a) Part A - Lump Sum Benefits

Cover for an Event under this part applies only if an amount for that Event is shown on the Schedule against Section 1, Part A - Lump Sum Benefits.

Item	The Events Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury:	The Benefit Being A Percentage Of The Amount Shown In The Schedule Against Section 1, Part A - Lump Sum Benefits For Each Insured Person.
1.	Accidental Death Limited to \$10,000 for Dependant Children	100%
2.	Permanent Total Disablement	100%
3.	Permanent and incurable paralysis of all limbs	100%
4.	Loss of sight of both eyes	100%
5.	Loss of sight of one eye	100%
6.	Loss of use of two Limbs	100%
7.	Loss of use of one Limb	100%
8.	Permanent and incurable insanity	100%
9.	Loss of hearing in:- a) both ears b) one ear	100% 20 %
10.	Permanent Loss of use of four Fingers and Thumb of either Hand	75%

11.	Permanent Loss of the lens of one eye	60%
12.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13.	Permanent Loss of use of four Fingers of either Hand	40%

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

14.	Permanent Loss of use of one Thumb of either Hand:- a) both joints b) one joint	30% 15%
15.	Permanent Loss of use of Fingers of either Hand:- a) three joints b) two joints c) one joint	15% 10% 5%
16.	Permanent Loss of use of Toes of either Foot:- (a) all - one Foot (b) great - both joints (c) great - one joint (d) other than great - each Toe	15% 5% 3% 1%
17.	Fractured leg or patella with established non-union	10%
18.	Shortening of leg by at least 5 cm	7.5%
19.	Permanent Partial Disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Section 1, Part A - Lump Sum Benefits

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

c) Part A - Injury Resulting In Surgery - Benefits

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part A - Injury Resulting In Surgery;

Item	Injury resulting directly in the following surgical procedure(s) being carried out within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part A - Injury Resulting in Surgery - Benefits.
20.	Craniotomy	100%
21.	Amputation of a Limb	50%
22.	Fracture of a Limb requiring open reduction	50%
23.	Dislocation requiring open reduction	25%
24.	Any other surgical procedure carried out under a general anaesthetic	5%

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

c) Part B - Weekly Benefits - Injury

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part B - Weekly Benefits - Injury.

Item	Injury resulting directly in the following Event(s) which occur within twelve (12) months of the date of the Injury:	The Benefits
25.	Temporary Total Disablement	During such disablement, the weekly benefit shown on the Schedule against Section 1, Part B - Weekly Benefits - Injury, but not exceeding the Earnings of the Insured Person.
26.	Temporary Partial Disablement	25% of the amount payable for Event 25.

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

d) Part C - Weekly Benefits - Sickness

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part C - Weekly Benefits - Sickness.

Item	Sickness resulting directly in the following Event which occurs within twelve (12) months of the date of the first manifestation of the Sickness:	The Benefits
27.	Temporary Total Disablement	During such disablement, the weekly benefit shown on the Schedule against Section 1, Part C - Weekly Benefits - Sickness, but not exceeding the Earnings of the Insured Person.

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

e) Part C - Sickness Resulting In Surgery - Benefits

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part C - Sickness Resulting In Surgery - Benefits;

Item	Sickness resulting directly in the following surgical procedure(s) which occur within twelve (12) months of the date of first manifestation of the Sickness:	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part C - Sickness Resulting in Surgery - Benefits.
28.	Open heart surgical procedure	100%
29.	Brain surgery	50%
30.	Abdominal surgery carried out under general	50%
31.	Any other surgical procedure carried out under a general anaesthetic	5%

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

f) Part D - Injury Resulting In Fractured Bones - Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Section 1, Part D - Injury Resulting in Fractured Bones - Lump Sum Benefits.

Item	Injury resulting directly in the following fractured bones which occur within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part D - Injury Resulting in Fractured Bones - Lump Sum Benefits.
32.	Neck, skull or spine (complete fracture)	100%
33.	Hip	75%
34.	Jaw, pelvis, leg, ankle or knee (other fracture)	50%
35.	Cheekbone, shoulder or hairline fracture of skull or spine	30%
36.	Arm, elbow, wrist or ribs (other fracture)	25%
37.	Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
38.	Nose or collar bone	20%
39.	Arm, elbow, wrist or ribs (simple fracture)	10%
40.	Finger, Thumb, Foot, Hand or Toe	7.5%

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of 5% of the amount shown on the Schedule against Section 1, Part D - Injury Resulting in Fractured Bones - Lump Sum Benefits.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

7.4 Additional Cover under Section 1

Exposure

If during the Period of Insurance and whilst on a Journey, an Insured Person is exposed to the elements as a result of an accident and within twelve (12) months of the accident they suffer from any of the Events as a direct result of that exposure, they will be deemed for the purpose of this Policy to have suffered an Injury on the date of the accident.

Disappearance

If during the Period of Insurance and whilst on a Journey, an Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which they were travelling and their body has not been found within twelve

(12) months after the date of that disappearance, they will be deemed to have died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a Disappearance, We will only pay if the legal representatives of the Insured Person's estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that the Insured Person did not die or did not die as a result of an Injury.

Hijack/Riot/Strike Or Civil Commotion

For the purpose of Section 1, General Exclusion c) shall not apply to an Injury sustained as a result of Hijack (as defined in Section 3) riot, strike or civil commotion.

Rehabilitation Expenses

On the occurrence of Events 25 and/or 26 or Event 27, We will reimburse expenses incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Insured Person's Doctor. Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six (6) months.

7.5 Conditions under Section 1

- a) If an Insured Person suffers an Injury resulting in any one of Events 2-9(a), We will not be liable under this Policy for any subsequent Injury to that Insured Person.
- b) Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury and shall be reduced by any sum already paid under Events 25-26.
- c) Benefits shall not be payable:
 - i. for Events 25, 26 and 27 in excess of a total period of one hundred and four (104) weeks in respect of any one Injury or Sickness, unless otherwise stated on the Schedule against Section 1;
 - ii. for Events 25, 26 and 27 during the Excess Period stated in the Schedule, calculated from the commencement of the Injury or Sickness and in an amount which exceeds the percentage of Earnings stated in the Schedule against Section 1;
 - iii. unless the Insured Person, as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this Policy, procures and follows proper medical advice from a Doctor;
 - iv. for more than one of Events 25 and/or 26 or Event 27 that occur for the same period of time; and
 - v. for more than one of the surgical benefits described in Events 20 to 24 and 28 to 31, in respect of any one Injury or Sickness.
- d) The amount of any benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any scheme and the amount of any sick pay entitlement or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this Policy shall not exceed the percentage of Earnings of the Insured Person stated in the Schedule.

- e) If as a result of Injury or Sickness, benefits become payable under Parts B or C of the Table of Events and while this Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Excess Period shall apply.
- f) Weekly benefits for Events 25, 26 and 27 shall be payable monthly in arrears. Disability for a period of less than one week shall be paid for at the rate of one-seventh (1/7th) of the weekly benefit for each day during which disability continues.
- g) All benefits shall be payable to You or such person or persons and in such proportions as You shall nominate.
- h) If as a result of Injury, the Insured Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 shall cease from the date of such entitlement.
- i) The benefit payable in respect of an Insured Person under sixteen (16) years of age for Event 1 in the Table of Events (Accidental Death) will be \$10,000 unless otherwise stated in the Schedule.

Please refer to the Special Exclusion (COVID-19) on page 26.

8. Section 2 - Kidnap & Ransom/Extortion Cover

8.1 Extent of Cover

(Cover under this Section is only available if Section 1, Part A - Lump Sum Benefits is selected).

If during the Period of Insurance and whilst on a Journey, an Insured Person is travelling for the purposes of Leisure AND is Kidnapped or allegedly Kidnapped, We will reimburse You for Extortion/Ransom Monies paid up to the amount shown on the Schedule against Section 2.

We will also pay You for:-

- a) loss due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by You or an Insured Person to have custody thereof, provided however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder; and
- b) the amount paid by You for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
- c) reasonable costs of retaining independent security consultants for the exclusive function of investigating the Kidnap, negotiating the release of the Insured Person, paying any ransom or recovery of the Insured Person provided that We have given Our prior written consent to the use of such consultants.

The payments in paragraphs (a), (b) and (c) above shall be inclusive of and not in addition to, the amount shown on the Schedule against Section 2.

8.2 Definitions under Section 2

Extortion/Ransom Monies means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion, to a person believed to be responsible for the Kidnap or Extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

Kidnap means the illegal abduction and holding hostage of one or more Insured Person for the purpose of demanding Extortion/Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

Extortion means to intimidate by a threat or series of threats to Kidnap or cause bodily injury.

Expenses means any of the following:

- a) Reasonable payment made by You to a person providing information which leads to the arrest of the individuals responsible for a Kidnap or Extortion insured hereunder;
- b) Reasonable and customary loan costs incurred by You from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
- c) Reasonable and customary travel and accommodation costs incurred by You or an Insured Person as a result of a Kidnap or Extortion;
- d) Employee Earnings paid by You to an Insured Person or on behalf of an Insured Person who is the victim of a Kidnap or Extortion for up to:
 - i. thirty (30) days after the release of the Insured Person from a Kidnap;
 - ii. discovery of the death of the Insured Person; or
 - iii. one hundred and twenty (120) days after You receive the last credible evidence that the Insured Person is still alive; or
 - iv. sixty (60) months from the date of the Kidnap, if the victim has not been released.
- e) Payments made by You for a temporary replacement employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the Kidnap;
- f) Personal financial loss suffered by the Insured Person(s);
- g) Travel costs of a Kidnap victim to join their immediate family upon their release and the travel costs of an employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per Insured Person and replacement person;
- h) Reasonable and customary fees and expenses of a qualified interpreter assisting You or an Insured Person in the event of a Kidnap or Extortion; and
- i) Any other reasonable and customary expenses incurred by You with Our prior approval in resolving a Kidnap or Extortion insured hereunder.

8.3 Conditions under Section 2

- a) Confidentiality
You and each and every Insured Person will make a reasonable effort not to disclose the existence of this insurance.

8.4 Exclusions under Section 2

We shall not be liable for:

- a) any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are Extortion/Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand.
- b) Any Extortion/Ransom Monies paid if You or any Insured Person(s) have had:
 - i. insurance covering Kidnap or Ransom/Extortion either declined in the past and/or cancelled or issued with restricted cover;
 - ii. an extortion demand made against You or the Insured Person, or any Insured Person(s) having been kidnapped, or any attempt at kidnap has been made against You or an Insured Person prior to effecting this insurance.
- d) The payment of any monies with respect to any Kidnapping occurring in Mexico or any country/location located in Central or South America, or in any Nation-State where the United Nations armed forces are present.
- e) any fraudulent or dishonest act committed by You, an Insured Person or any person You authorise to have custody of Extortion/Ransom Monies.

Please refer to the Special Exclusion (COVID-19) on page 26.

9. Section 3 - Hijack & Detention

9.1 Extent of Cover

Hijack

If during the Period of Insurance and whilst on a Journey, an Insured Person is forcibly Detained for more than twelve

(12) hours as a direct result of a Hijack, We will pay You the daily amount shown on the Schedule against Section 3, for every day of continued Detention up to the maximum amount shown on the Schedule against Section 3.

Detention

If during the Period of Insurance and whilst on a Journey, an Insured Person is Detained, by any Government, State or other lawful authority for any reason (other than specified below), We will pay the daily amount shown on the Schedule against Section 3, for every day of Detention up to twenty (20) days.

9.2 Definitions under Section 3

Hijack means the seizing of control of a Conveyance on which the Insured Person is a passenger.

Conveyance means:

- a) Any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
- b) Any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers.

Detention/Detained means restraint by way of custody or confinement against the Insured Person's will.

9.3 Legal Costs Extension

In the event of an Insured Person incurring their own legal costs as a result of being Detained, We will reimburse the Insured Person such legal costs up to the maximum amount shown on the Schedule against Section 3.

9.4 Exclusions Under Section 3

We shall not be liable for any Detention attributable to the Insured Person breaking the law of any Country/location or State.

Please refer to the Special Exclusion (COVID-19) on page 26.

10. Section 4 - Medical & Additional Expenses and Cancellation & Curtailment Expenses

10.1 Extent of Cover

Medical and Additional Expenses

If during the Period of Insurance and whilst on a Journey, an Insured Person dies or suffers an Injury or Sickness, We will reimburse You or the Insured Person for Medical and Additional Expenses, for a period of up to twelve (12) months from the date of Injury or Sickness, up to the amount shown on the Schedule against Section 4.

Cancellation and Curtailment Expenses

If during the Period of Insurance and whilst on a Journey, an Insured Person necessarily incurs reasonable additional or forfeited travel, hotel or out-of-pocket expenses as a result of the unexpected death, Serious Injury or Serious Sickness of a Close Relative, business partner or travelling companion of an Insured Person OR any other unforeseen circumstances outside the control of You or the Insured Person, We will reimburse You for those expenses up to the amount shown on the Schedule against Section 4.

10.2 Definitions under Section 4

Medical And Additional Expenses means:

- a) all reasonable costs necessarily incurred outside New Zealand for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor and additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the Insured Person's death, Injury or Sickness;
- b) expenses related to the evacuation of the Insured Person as a direct result of their Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany the Insured Person, provided such evacuation is recommended by a Doctor;
- c) reasonable travel and accommodation expenses of two Close Relatives or travelling companions of the Insured Person who, as a result of the Insured Person's Injury and Sickness, are required to travel to or remain with the Insured Person on written medical advice;
- d) all expenses incurred in repatriating the Insured Person to the most suitable hospital or to the Insured Person's home address in New Zealand or elsewhere provided that such repatriation is as a direct result of their death, Injury or Sickness and is necessary on medical advice and is organised by Chubb Assistance in accordance with Section 5 of this Policy;
- e) reasonable funeral expenses incurred outside of New Zealand for the burial or cremation of the Insured Person or costs (excluding funeral and interment costs) incurred in transporting the Insured Person's body or ashes and personal effects back to a place nominated by the legal representative of the Insured Person's estate, as a direct result of the Insured Person's death;

10.3 Extensions under Section 4

Continuous Worldwide Bed Confinement

If during the Period of Insurance and whilst on a Journey, an Insured Person is confined to bed by a Doctor for a period in excess of seven (7) days, We will pay the Insured Person the daily amount shown on the Schedule against Section 4 up to a maximum of 100 days.

Pre-existing Conditions

The Medical Expenses (only) cover is extended to cover Pre-Existing Injuries or Sicknesses that the Insured Person is suffering prior to the departure date of the travel for a maximum period of 21 consecutive days from the date of departure.

Conditions

It is a Condition of the Policy that for this extension to apply the Insured Person must satisfy the following;

During the 30 days immediately preceding the departure date the Insured Person was not prevented by Injury or Sickness from attending to their normal work duties for more than 5 work days in total as a result of the pre-existing Condition or if not in full time employment confined to bed for more than 5 days. This Condition does not apply to those travellers when travelling solely and directly between Australia and New Zealand;

The Insured Person is not suffering from a terminal condition;

The Insured Person who fails to fully satisfy any of the Conditions specified above are subject to the standard terms and conditions of the Policy.

10.4 Exclusions under Section 4

We shall not be liable for any expenses:

- a) incurred where a Journey is undertaken against the advice of a Doctor or when the Insured Person is unfit to travel or if the purpose of the Journey is for the Insured Person to seek medical attention.
- b) incurred after the period of twelve (12) months from the date the Insured Person sustains Death or suffers an Injury or Sickness.
- c) incurred because the Insured Person is suffering from a terminal condition as diagnosed prior to the Journey by a Doctor but only in respect of the terminal condition;
- d) incurred for any pre-existing Injury or Sickness for any person other than You or the Insured Person;
- e) recoverable by You and/or the Insured Person from any other source.
- f) incurred for any medication for a condition which commenced prior to the commencement of a Journey and which such medication the Insured Person has been advised to continue during travel.
- g) incurred for routine medical, optical or dental treatment or consultation.
- h) arising directly or indirectly out of:-
 - i. cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the Journey was booked that such events were likely to occur.
 - ii. carrier caused delays where the expenses are recoverable from the carrier.
 - iii. any business or financial or contractual obligations of You, the Insured Person or any other person.
 - iv. disinclination on the part of the Insured Person or of any other person to travel.
 - v. the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.

Please refer to the Special Exclusion (COVID-19) on page 26.

11. Section 5 - Chubb Assistance

11.1 Extent of Cover

If during the Period of Insurance and whilst on a Journey, an Insured Person requires emergency assistance, the Insured Person must immediately contact Chubb Assistance on the telephone number provided. Chubb Assistance will provide the Insured Person with such emergency assistance that they consider necessary.

Emergency assistance may include any one or more of the following services but only if they are considered necessary and organised by Chubb Assistance:

- a) repatriation, which will be organised by Chubb Assistance by the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Insured Person's home address;
- b) payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an Insured Person;
- c) payment of other emergency assistance expenses;
- d) worldwide 24 hour telephone access to Chubb Assistance;
- e) emergency travel assistance;
- f) emergency medical evacuation;
- g) medically supervised repatriation;
- h) assistance in replacing a lost or stolen passport;
- i) legal assistance;

11.2 Conditions under Section 5

- a) Chubb Assistance must be promptly informed of any potential claim under this Section.
- b) You and/or the Insured Person must not attempt to resolve problems encountered without advising Chubb Assistance as this may prejudice reimbursement of expenses.
- c) In the event of Chubb Assistance being provided in good faith to any person not insured under this Policy, You shall reimburse Us for all costs incurred.
- d) Any undertaking/arrangements on behalf on an Insured Person who does not make contact with Chubb Assistance and/or prejudices Our rights shall not be considered.

Please refer to the Special Exclusion (COVID-19) on page 26.

12. Section 6 - Loss of Deposits

12.1 Extent of Cover

Travel and Accommodation Expenses

If during the Period of Insurance, You or an Insured Person incurs loss of Travel and Accommodation Expenses paid in advance of a proposed Journey as a result of any Unforeseen Circumstance, We will reimburse You or the Insured Person for those expenses up to the amount shown on the Schedule against Section 6.

Frequent Flyer Points

If during the Period of Insurance, You or an Insured Person purchase an airline ticket using Frequent Flyer or similar reward points and the airline ticket is subsequently cancelled as a result of any Unforeseen Circumstance AND the loss of such points cannot be recovered from any other source, We will pay You or the Insured Person the retail price for that ticket at the time it was issued not exceeding the amount shown on the Schedule against Section 6.

12.2 Definitions under Section 6

Travel And Accommodation Expenses

means any amount that You or the Insured Person have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which neither You or the Insured Person are able to use as a result of any Unforeseen Circumstance.

Unforeseen Circumstance

means:

- a) The Insured Person sustains an Injury or contracts a Sickness which results in the Insured Person being certified by a Doctor as unfit to commence the Journey;
- b) A Close Relative, travelling companion or business associate of the Insured Person dies unexpectedly, sustains a Serious Injury or contracts a Serious Sickness and a Doctor certifies that the presence of the Insured Person is necessary for the health of that Close Relative, travelling companion or business associate;
- c) The Insured Person's residence or business suffers major loss or damage; or
- d) Any other unforeseen circumstance outside the control of You or the Insured Person.

12.3 Exclusions Under Section 6

We shall not be liable for any loss attributable to:

- a) Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been warning before the date the Journey or tour was booked that such events were likely to occur.
- b) Carrier caused delays where the cost of the expenses is recoverable from the carrier.
- c) Any pre-existing Injury or Sickness for any person other than You or the Insured Person;

- d) Any business, financial or contractual arrangements or obligations of You, an Insured Person or any other person.
- e) Any change of plans or disinclination on the part of an Insured Person or of any other person to travel.
- f) The inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour.

Please refer to the Special Exclusion (COVID-19) on page 26.

13 Section 7 - Baggage, Business Property, Electronic Equipment and Money/Travel Documents

13.1 Extent of Cover

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains loss of, theft of or damage to Baggage, Business Property, Electronic Equipment or Money/Travel Documents, We will indemnify You or the Insured Person in respect of such loss or damage up to the amount shown on the Schedule against Section 7.

13.2 Definitions under Section 7

Baggage

means personal effects belonging to You or an Insured Person or for which an Insured Person is legally responsible, taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey nor shall it include Electronic Equipment.

Business Property

means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery other than Electronic Equipment.

Electronic Equipment

means personal/business computers, palm pilots, mobile phones, (excluding digital cameras) and other items deemed by Us to be electronic.

Money/Travel Documents

means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol and other coupons and other similar documents in the possession or control of the Insured Person.

13.3 Additional Cover under Section 7

In the event of a carrier losing or temporarily mislaying Baggage for more than eight (8) hours, We will reimburse any reasonable expenses incurred by an Insured Person in purchasing essential replacement clothing or requisites up to the amount shown on the Schedule against Section 7 - Baggage.

In respect of coins or bank notes held for the purpose of a Journey, cover shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the Journey, whichever is the later and shall continue for seventy-two (72) hours after termination of the Journey or until deposit at a financial institution, whichever occurs first.

13.4 Conditions under Section 7

- a) The Insured Person shall take all reasonable precautions for the safety and supervision of Baggage, Business Property, Electronic Equipment or Money/Travel Documents.
- b) In the event that a payment is made under this Section in respect of any property, We shall be entitled to take and keep possession of such property and to deal with it in any manner We see fit.

- c) The amount payable for loss of, theft of or damage to Baggage, Business Property, Electronic Equipment is:-
 - i. in respect of articles, Electronic Equipment of any age and Baggage, Business Property five (5) years old or less, We shall have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new or by payment of the cost of the articles; or
 - ii. in respect of articles more than five (5) years old, We shall have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were at the time that the loss or damage occurred or by payment of the cost of the articles.
- d) In no event shall We pay more under Section 7 than the amount shown on the Schedule against that Section.
- e) An Excess will apply for each claim for the loss of, theft of or damage to Electronic Equipment. That excess shall be the excess specified on the Schedule against Section 7 - Electronic Equipment or, if no excess is specified, 10% of the value of the claim.

13.5 Exclusions under Section 7

We shall not be liable for any loss or damage:

- a) in respect of Baggage, Business Property, Electronic Equipment or Money/Travel Documents:
 - i. not reported to either the police or the transport carrier so that a written report is available at the time of making a claim.
 - ii. due to confiscation by Customs or any other lawful authority.
recoverable from any other source.
- b) in respect of Baggage, Business Property and Electronic Equipment:
 - i. shipped under any freight agreement or sent by postal or courier services.
 - ii. to vehicles or their accessories.
 - iii. to any goods intended for trade or sale.
 - iv. to any electronic data or software caused by:
 - activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration.
 - mechanical or electrical failure.
 - any process of cleaning, restoring, repairing or alteration.
 - scratching or breaking of fragile or brittle articles, if as a result of negligence of the Insured Person.
- (c) in respect of Electronic Equipment:
 - i. where theft or attempted theft occurs whilst such equipment is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle.
 - ii. whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the Insured Person as personal cabin baggage.
 - iii. where the Electronic Equipment is a mobile phone, We will only pay the cost of the replacement phone.
- (d) in respect of Money/Travel Documents:
 - i. arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions.
 - ii. of cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage.
 - iii. loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.
 - iv. any financial loss suffered by an Insured Person from the use of any credit card by a member of the Insured Person's family or any of your Employees;
 - v. any financial loss which is recoverable from any other source.

Please refer to the Special Exclusion (COVID-19) on page 26.

14. Section 8 - Alternative Employee/Resumption of Assignment Expenses

14.1 Extent of Cover

If during the Period of Insurance, You necessarily incur Alternative Employee Expenses or Resumption of Assignment Expenses as the direct result of an Insured Person whilst on a Journey dies or suffering a Serious Injury or Serious Sickness OR a claim being admitted under Cancellation/Curtailment Expenses in Section 4, We will pay You for such expenses up to the amount shown on the Schedule against Section 8.

14.2 Definitions Under Section 8

Alternative Employee Expenses means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the Insured Person. Expenses shall be limited to a business class return air flight for scheduled air trips (except where international travel would have been arranged by You in economy class) and other essential expenses incurred in transportation of the substitute person.

Resumption Of Assignment Expenses means all reasonable and necessary expenses incurred in returning the Insured Person to re-commence an assignment within ninety (90) days of returning to New Zealand or their country/location of residence as a result of the claim being admitted under Cancellation/Curtailment Expenses in Section 4. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in such transportation of the Insured Person.

14.3 Exclusions under Section 8

We shall not be liable for any expenses:

- a) Where the Insured Person undertakes a Journey against the advice of a Doctor.
- b) Which You or the Insured Person had paid or budgeted for before the commencement of a Journey.

Please refer to the Special Exclusion (COVID-19) on page 26.

15. Section 9 - Personal Liability

15.1 Extent of Cover

If during the Period of Insurance and whilst on a Journey, an Insured Person becomes legally liable to pay damages in respect of either Personal Injury to any person or Property Damage to property AND such injury or damage is caused by an accident, We will indemnify the Insured Person against such damages up to the amount shown on the Schedule against Section 9.

We will also pay all legal costs and expenses which are recoverable by a claimant from the Insured Person and/or incurred with Our written consent in the investigation or defence of any claim, in addition to the amount shown on the Schedule against Section 9.

15.2 Conditions under Section 9

No admission, offer, promise, payment or indemnity shall be made without Our written consent.

We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.

We may at any time pay to the Insured Person, in connection with any claim or series of claims arising from the one original cause, the amount shown on the Schedule against Section 9 (after deduction of

any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

15.3 Definitions under Section 9

Personal Injury means:

- a) bodily injury (which expression includes death, illness and care resulting therefrom), disability, shock, fright, mental anguish or mental injury;
- b) false arrest, detention, false imprisonment, malicious prosecution or humiliation;
- c) the publication or utterance of libel, slander or other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - i. when the first such publication or utterance was made prior to the commencement of the Journey;
 - ii. when any such publication or utterance was made in the course of or is related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured Person;
- d) wrongful entry or eviction or other invasion of the right of private occupancy;
- e) assault and battery not committed by or at the direction of the Insured Person unless committed for the purpose of preventing or eliminating danger to persons or property;

Property Damage means:

- a) physical injury to or destruction or loss of tangible property including the loss of use thereof at any time resulting therefrom; or
- b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

Occurrence means an event including continuous or repeated exposure to conditions which results in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured Person. All Occurrences of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.

15.4 Exclusions under Section 9

We shall not be liable in respect of:

- a) Injury to any person arising in the course of their employment, contract of service or apprenticeship with You.
- b) Loss of or damage to property belonging to or held in trust by or in the custody or control of You, an Insured Person or any of Your Employees.
- c) Personal Injury or Property Damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle, aircraft or watercraft, when an Insured Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an Employee or agent of You or an Insured Person.
- d) Personal Injury or Property Damage caused by or arising from:
 - i. the nature of products sold by You or an Insured Person.
 - ii. advice furnished by You or by an Insured Person.
 - iii. the conduct of Your business, trade or profession.
- e) Liability assumed under contract unless such liability would have arisen in the absence of such contract.
- f) Aggravated, exemplary or punitive damages or the payment of any fine or penalty.

Please refer to the Special Exclusion (COVID-19) on page 26.

16. Section 10 - Collision Damage and Theft Waiver

16.1 Extent of Cover

If during the Period of Insurance and whilst on a Journey, an Insured Person rents or hires a Rental Vehicle AND that Rental Vehicle is involved in a collision whilst under the control of the Insured Person OR the Rental Vehicle is stolen or damaged, We will reimburse You or the Insured Person for the Rental Vehicle Excess chosen but only up to the amount shown on the Schedule against Section 10.

16.2 Definitions under Section 10

Rental Vehicle means a rented sedan, station wagon and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company and shall not include any other vehicle.

16.3 Conditions under Section 10

As part of the arrangement for the rent or hire of the Rental Vehicle, the Insured Person must take all comprehensive motor vehicle insurance (including excess or deductible coverage) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the Rental Vehicle during the rental period.

16.4 Exclusions under Section 10

We shall not be liable for any claims attributable to:

- a) The Insured Person not holding a current motor vehicle drivers licence.
- b) The Insured Person being in charge of a Rental Vehicle whilst under the influence of alcohol or a drug not prescribed by a Doctor or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident.
- c) The illegal or criminal use of a Rental Vehicle by You or an Insured Person.

Please refer to the Special Exclusion (COVID-19) on page 26.

17. Section 11 - Political Evacuation

17.1 Extent of Cover

If during the Period of Insurance and whilst on a Journey, an Insured Person is recommended to leave the country/location in which they are travelling by officials in that country/location OR the Insured Person is expelled or declared persona non grata from that country/location OR there is wholesale seizure, confiscation or expropriation of the Insured Person's property, plant or equipment in that country/location, We will pay the cost of the Insured Person's return to their home country/location or the nearest place of safety up to the cost of an economy class airfare for the same trip AND the Insured Person's reasonable accommodation costs up to a maximum of \$250 per day for fourteen (14) days if the Insured Person is unable to return to their home country/location, up to the amount shown on the Schedule against Section 11.

17.2 Exclusions under Section 11

We will not pay any claim arising directly or indirectly from:

- a) an Insured Person violating the laws or regulations of the country/location they are in.
- b) an Insured Person's failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation.
- c) debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause.

- d) failure to honour any contractual obligation or bond or to obey any conditions in a license.
- e) an Insured Person being a national of the country/location which they are to be evacuated from.
- f) natural disasters.
- g) the political unrest that resulted in an Insured Persons evacuation being in existence prior to the Insured Person entering the country/location or its occurrence being foreseeable to a reasonable person before the Insured Person entered the country/location.

Please refer to the Special Exclusion (COVID-19) on page 26.

17.3 Conditions under Section 11

If an Insured Person is required to leave the country/location they are in, Chubb Assistance must be contacted beforehand to confirm cover. Where possible Chubb Assistance will make the travel arrangements and in all cases, We will decide where to send the Insured Person.

18. General Exclusions

Applicable to all sections of this Policy

We shall not pay benefits with respect to any loss, damage, liability, Event, Injury or Sickness which:

- a) results from an Insured Person engaging in or taking part in:
 - i. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - ii. professional sports of any kind, or the racing or preparation for racing of any motor propelled conveyance of any kind.
- b) results from any intentional self-injury, suicide or any illegal or criminal act committed by You or an Insured Person.
- c) results from war (whether declared or not), invasion or civil war.
- d) is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
- e) results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- f) results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.
- g) results from 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.

We shall also not pay any claim with respect to any Insured Person who is over seventy-five (75) years of age at the time of loss, damage, liability, Event, Injury or Sickness.

Special Exclusion (COVID-19)

This Policy does not cover and we will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak.

To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

Sanctions Exclusion

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance New Zealand Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance New Zealand Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

19. General Conditions

Applicable to all sections of this Policy (unless otherwise stated)

19.1 **Change of Business Activities**

You must inform Us as soon as is reasonably practicable of any alteration in Your business activities which increases the risk of a claim being made under this Policy.

19.2 **Notice of Claim**

You or any person entitled to claim under this Policy must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. You or any such person must at Your/their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Insured Person, who is the subject of a claim under this Policy, medically examined from time to time.

19.3 **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all of Your rights and the rights of an Insured Person to recovery against any person or entity other than another Insured or Insured Person protected by this Policy and You and the Insured Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor an Insured Person shall take action after any loss which will prejudice Our rights to subrogation.

19.4 **Expiry of Cover**

In the event the Journey continues past the expiry of the Period of Insurance and the Policy is not renewed with Us, We will not be liable for any loss occurring after the expiry date of the Period of Insurance.

19.5 **Cancellation**

This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a pro-rata proportion of the premium for the time the Policy has been in force.

We may at any time cancel this Policy by giving You thirty (30) days notice in writing to Your last known address. Upon cancellation by Us We shall refund a pro-rata proportion of the premium for the time the Policy has been in force.

19.6 **Other Insurance**

In the event of a claim, You must advise Us as to any other insurance You may have covering the same risk. In the event of other insurance this Policy will only pay an amount in excess of any other insurance that applies, limited to the sum insured shown on Your Policy Schedule.

19.7 **Breach of Conditions**

If You are in breach of any of the conditions of this Policy, We may decline to pay a claim.

19.8 **Aggregate Limit of Liability**

(Applicable to section 1 only).

- a) Except as stated below, Our total liability for all claims arising under this Policy during any one Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A).
- b) Our total liability for all claims arising under this Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals, shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
- c) In the event that claims are made under this Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Insured Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

19.9 **Governing Law**

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

19.10 **Headings**

Headings have been included for ease of reference and it is understood and agreed that the terms, Conditions and Exclusions of this Policy are not to be construed or interpreted by reference to such headings.

19.11 **Assistance and Co-operation**

You shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to You because of Injury or damage with respect to which insurance is afforded under this Policy. In that regard, You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

19.12 **Suits Against Us**

You agree not to bring suits against Us unless You have complied with all the terms of this Policy. Any such suit must be brought within two (2) years after the loss has occurred.

19.13 **Due Diligence**

You and all Insured Persons will exercise due diligence in doing all things to avoid or reduce any loss under this Policy.

Updating this Policy Wording

Where this Policy Wording forms part of Your Policy, We may update this Policy Wording where:

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

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

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

About Chubb in New Zealand

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

More information can be found at www.chubb.com/nz.

Contact Us

Chubb Insurance New Zealand Limited
CU1-3, Shed 24
Princes Wharf
Auckland 1010
PO Box 734, Auckland 1140
O +64 9 377 1459
F +64 9 303 1909
www.chubb.com/nz

Company No. 104656
Financial Services Provider No. 35924

Chubb. Insured.SM

Chubb Leisure Travel Insurance Policy Wording – Marsh, New Zealand. Published 10/2020.
©2020 Chubb Insurance New Zealand Limited. Chubb®, its logos, and Chubb. Insured.SM are protected trademarks of Chubb. ChubbNZ07-27-1020 (20MARSHLTPWNZ02)