

# Policy Wording

Effective 1 December 2020

Travel Insurance for NZ Working Holiday Visa Holders

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# Working Holiday Travel Insurance Policy

This Policy Wording applies to all policies purchased on or after 1 December 2020

## Welcome

Thank you for choosing **our** policy to protect **you**. This policy:

- has been carefully prepared to provide **you** with insurance cover while **you** are in New Zealand and while **you** are in transit between New Zealand and **your country of origin**, and
- includes travel to Australia and the **South Pacific** for short periods as long as **your** journey includes a period of time in New Zealand.

Under this plan **you** can elect to insure **your** property or choose to leave property excluded from the cover.

**We** have taken care to write the policy so that it is easy to read and understand. However, please read this policy carefully and call OrbitProtect immediately if **you** have any questions about the policy.

If **you** are calling from:

- within New Zealand, telephone 0800 478 833, or
- outside of New Zealand, telephone +64 3 434 8151 (reverse charge).

YOU MUST READ ALL SECTIONS OF THIS POLICY CAREFULLY

They tell **you** important information about the benefits of this policy, such as what **you** are covered for and what **you** are not covered for and any conditions on which the cover is dependent.

## Eligibility

This OrbitProtect policy is available to everyone travelling to New Zealand or in New Zealand who holds a New Zealand Working Holiday Visa.

## Free Look Period

If **you** cancel this policy for any reason within the cooling off period which is within 7 calendar days of the date of purchase, **we** will give **you your** money back.

**Our** money back guarantee ensures a refund of the entire premium unless **you** have already:

- received a claim payment from **us**, or
- departed on **your journey**.

If **you** wish to cancel **your** policy and receive a full refund, please contact OrbitProtect within the cooling off period.

## How to Contact Us

For enquiries, emergencies and claims, please contact OrbitProtect on:

- 0800 478 833 if **you** are calling from within New Zealand
- +64 3 434 8151 (reverse charge) if **you** are calling from overseas.

In the event of a claim please also refer to 'MAKING A CLAIM ON THIS INSURANCE' in this policy document.

The insurer of this product is Zurich Australian Insurance Limited ACN 000 296 640 (an overseas registered company incorporated in Australia) (ZAIL), trading as Zurich New Zealand.

# Benefits summary

**You** are covered in New Zealand, but where else does cover apply?

If you travel from...	then you are covered for a maximum of...
<b>Your country of origin</b> to New Zealand and return	9 days in <b>transit</b> for any one trip
New Zealand to Australia and the <b>South Pacific</b>	31 days per trip during the <b>period of insurance</b>

## Cover Benefits

## Cover limits (NZ\$)

Section 1 - Personal Effects Cover (optional cover)	
Personal effects and <b>luggage</b> are not automatically covered. Luggage can only be covered if either Option 1 or Option 2 are purchased and the additional premium has been paid.	Optional cover - additional premium applies.
Two options are available (additional premium applies): Option 1 - General <b>Luggage</b> Maximum cover on any item, pairs or sets of items is \$1,000 Option 2 - <b>Specified Items</b> Maximum cover on any item, pairs or sets of items is \$10,000	Up to \$5,000, or Up to \$30,000
Section 2 - Medical Cover	
Medical expenses	\$250,000
Other persons' travel and accommodation costs to travel to be with <b>you</b>	Up to \$100,000. A daily accommodation limit in New Zealand of \$250 to a maximum of \$5,000 applies.
<b>Your</b> extra travel/accommodation expenses	Reasonable costs up to \$30,000
Evacuation/return to <b>country of origin</b> if <b>you</b> become <b>disabled</b>	Unlimited for the travel expenses involved. Up to \$20,000 for continuing medical costs
Funeral and cremation, or returning remains to <b>your country of origin</b>	Up to \$100,000
<b>Accidental death</b>	Up to \$25,000 (\$10,000 if under 16 years)
Section 3 - Disrupted Travel Cover	
Additional travel and accommodation costs if travel plans are disrupted by strikes, weather, etc.	Up to \$10,000
Travel delay	Up to \$3,000 The maximum daily limit is \$400 per day.
Section 4 - Loss of Deposits	
Cancellation of travel arrangements	Up to \$50,000
Section 5 - Personal Liability	
Legal liability for <b>accidental death</b> or <b>injury</b> or property damage	Up to \$100,000

**IMPORTANT:** This table should be read in conjunction with the conditions, exclusions, limits, sub-limits and aggregate limits that apply to particular benefits in the policy wording.

# Introduction

## What you and we agree to

By taking out this insurance policy **you** are making a legal contract. This means **you** agree to meet certain obligations and conditions. In return, **we** agree to provide specified insurance cover.

**You** agree to:

- pay the premium (including any government levies and taxes), and
- meet all obligations and conditions of the contract.

In return for this **we** agree to provide the insurance cover that is explained in the policy wording.

## The parts of this policy document

**Your** policy consists of the following parts:

### THE POLICY DOCUMENT

This provides details about:

- the cover provided, and
- all the obligations and conditions connected with the policy.

### THE CERTIFICATE OF INSURANCE

This is a separate document that goes with the policy document and shows the:

- specific details of **your** insurance
- commencement date
- **period of insurance**
- premium paid for the insurance, and
- amounts **you** are insured for.

## Currency

All sums insured specified in this policy are in New Zealand dollars.

## Policy cancellation

**You** can cancel this policy at any time by giving **us** written notice. If **you** cancel this policy within 7 calendar days of the date the policy was issued to **you**, **you** will be given a full refund provided **you** have not received a claim payment from **us**.

If **you** cancel this policy after 7 calendar days of the date the policy was issued to **you** and **you** have not received a claim payment from **us**, **we** will retain the proportion of the premium for the period the policy was in force and refund any unused premium based on a pro rata temporis calculation, less an administration and documentation fee of 20% of the original table premium.

If at any time **you** have:

- failed to comply with **your** 'Duty of Disclosure'
- made a misrepresentation to **us**
- given **us** false information, documentation or statements
- defrauded or attempted to defraud **us**
- failed to comply with a relevant provision of the Policy, or
- failed to notify **us** of matters as required by the Policy

**We** may:

- avoid the Policy from the beginning or cancel the Policy, and/or
- reduce **our** liability to **you** for any claim.

If **we** avoid or cancel the Policy for any of these reasons, **we** will do so by giving **you** notice by email, and:

- **we** will not pay claims
- **we** may retain any premium paid, and
- **your** cover and the cover of all insureds listed on **your** Certificate of Insurance will end.

## Extension of period of cover

If an event covered under this policy results in a delay outside of **your** control:

- where **you** are required to suspend **your journey** on the advice of a **registered medical practitioner**, or
- to any vehicle, vessel or aircraft in which **you** are travelling as a ticket holding passenger which results in **your journey** not being completed during the **period of insurance**,

this policy is extended to allow **you** to complete **your journey** by the next available and convenient transportation.

# Important Information

## Who is the insurer?

The insurer of this product is Zurich Australian Insurance Limited ACN 000 296 640 (an overseas registered company incorporated in Australia) (ZAIL), trading as Zurich New Zealand.

References to 'Us', 'We' and 'Our' in this Policy Wording refer to Zurich New Zealand.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

As at the date of issue of this document, ZAIL has an insurer financial strength rating of A+ from Standard & Poor's (Australia) Pty Ltd. This rating shows that the company has strong financial security characteristics. This is reviewed annually and may change from time to time, so please refer to [zurich.co.nz/about-us/financial-strength.html](http://zurich.co.nz/about-us/financial-strength.html) to ensure it has not changed.

Standard & Poor's rating scale for an insurer's financial strength, together with a summary of Standard & Poor's description is: AAA (Extremely Strong), AA (Very Strong), A (Strong), BBB (Good), BB (Marginal), B (Weak), CCC (Very Weak), CC (Extremely Weak), R (Regulatory Supervision), NR (Not Rated). Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. Further information on these ratings is available from [www.standardandpoors.com](http://www.standardandpoors.com).

An overseas policyholder preference applies. Under Australian law, if ZAIL is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on ZAIL's Australian assets to satisfy New Zealand liabilities.

## Who is OrbitProtect?

OrbitProtect Limited administers the policy (including customer service, medical assessments and claims management) and will usually arrange or the issue of the insurance, either directly or through one of OrbitProtect's representatives.

## Change of terms and conditions

From time to time and where permitted by law, **we** may change parts of the Policy Wording document. **We** will issue an endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to **you** from the view of reasonable person deciding whether to buy this insurance, may be found on [orbitprotect.com](http://orbitprotect.com). **You** can obtain a electronic copy of any updated information by calling 0800 478 833 (within New Zealand), or +64 3 434 8151 outside of New Zealand.

## Your duty of disclosure

**You** have a legal duty of disclosure to **us** whenever **you** apply for or change an insurance policy.

### WHAT YOU MUST TELL US

**You** have a general duty to disclose to **us** everything that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to insure **you** and, if **we** do, on what terms.

However, **your** duty does not require **you** to disclose anything:

- that reduces the risk to be undertaken by **us**
- that is generally well known
- that **we** know or, in the ordinary course of **our** business, ought to know, or
- in respect of which **we** have waived **your** duty.

### IF YOU DO NOT TELL US SOMETHING

If **you** do not tell **us** anything **you** are required to tell **us**, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

### YOUR GENERAL DUTY APPLIES TO CHANGES

**Your** general duty applies in full when **you** change or reinstate the insurance policy.

### WHO NEEDS TO TELL US

It is important that **you** understand **you** are disclosing to **us** and answering **our** questions for **yourself** and anyone else **you** want to be covered by the policy.

## We respect your privacy

**We** adhere to the Privacy Act 1993 when **we** collect and handle **your** personal information. **You** have the right to access and correct **your** personal information. **We** collect personal information for the purposes of providing insurance services to **you**, including;

- evaluating **your** application
- evaluating any request for a change to any insurance provided
- providing, administering, and managing the insurance services following acceptance of an application, and
- investigating and if covered, managing claims made in relation to any insurance **you** have with **us** or other companies within the same group.

For further information on **our** privacy policy refer to [zurich.co.nz/important-information/privacy.html](http://zurich.co.nz/important-information/privacy.html)

### ORBITPROTECT PRIVACY OFFICER

OrbitProtect Ltd

Mail: PO Box 2011, Christchurch 8140, New Zealand

Email: [service@orbitprotect.com](mailto:service@orbitprotect.com)

Call: (within NZ) 0800 478 833

(outside NZ) +64 3434 8151

Website: [orbitprotect.com](http://orbitprotect.com)

ZAIL PRIVACY OFFICER  
Zurich New Zealand  
Mail: P.O. Box 497, Shortland Street, Auckland 1140,  
Call: 0508 987 424  
Website: [zurich.co.nz/important-information/privacy.html](http://zurich.co.nz/important-information/privacy.html)

## Data sharing consent

In order to provide a seamless insurance service globally, OrbitProtect transfers data to Zurich New Zealand, the Insurer. Zurich New Zealand may transfer any data it has received from and any data it holds on **you** ('policyholder') to other units of Zurich Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Zurich Insurance Group Ltd, cooperative partners of Zurich Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

OrbitProtect, Zurich New Zealand and such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If OrbitProtect or their agent is acting on **your** behalf, Zurich New Zealand is authorised to use, process and store data of the policyholder received from OrbitProtect or such agent, and to forward to OrbitProtect or such agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

OrbitProtect or Zurich New Zealand may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of **loss** or damage.

Mail: Zurich New Zealand  
PO Box 497, Shortland Street  
Auckland 1140

## The Fair insurance code

Zurich New Zealand is a signatory to the Fair Insurance Code. The Fair Insurance Code is a code of practice that:

- sets minimum service standards for insurance companies
- describes the responsibilities that **you** and **your** insurance company have to each other, and
- encourages professionalism in the insurance industry.

The Code covers all insurance products except health insurance and life insurance. The Code only applies to individuals and entities with 19 or fewer employees. Further information about the Code can be obtained from [icnz.org.nz](http://icnz.org.nz).

## Resolving complaints

If **you** think **we** have let **you** down in any way, or **our** service is not what **you** expect (even if through one of **our** representatives), please tell **us** so **we** can help. If **you** have a complaint:

Contact OrbitProtect by phone on 0800 478 833 (within NZ) or +64 3 434 8151 (outside of NZ), or email [service@orbitprotect.com](mailto:service@orbitprotect.com)

**You** will be put in contact with someone who can help resolve **your** complaint.

**We** aim to resolve **your** complaint fairly and promptly. However, if **you** are not satisfied **you** can refer the matter to the Insurance & Financial Services Ombudsman (IFSO), an independent body whose services are free to **you**. As a member **we** agree to accept the IFSO's decision where **we** are bound to do so.

**You** can contact the IFSO by:

Mail: Insurance & Financial Services Ombudsman  
PO Box 10-845 Wellington 6143  
New Zealand

Call: 0800 888 202 or +64 (04) 499 7612

Fax: +64 (04) 499 7614

Website: [ifso.nz](http://ifso.nz)

Email: [info@ifso.nz](mailto:info@ifso.nz)

# Policy Definitions

Certain words in this policy have a specific meaning. These words are listed below, along with their definition (specific meaning). The definitions also apply to the plural and derivatives of the listed words, (for example, the definition of **'accident'** also applies to **'accidents'**, **'accidental'** and **'accidentally'**).

## Accident

means a happening or event that is unexpected and unintended from **your** point of view.

## Act of Terrorism

means either:

- an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public in fear, or
- an act involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

## Cheating

means whoever, by deceiving any person fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property.

## Country of origin

means the country where **your** home is, and from which **you** have travelled to New Zealand.

## Disablement

When referring to **you**, means:

- an **accidental injury** or **illness** that requires treatment by a **registered medical practitioner** or dentist, and

When referring to a **relative**, means:

- a life-threatening **accidental injury** or **illness** that first appears during the **period of insurance**.

**'Disability'** and **'disabled'** have the same meaning.

## Epidemic

means a fast-spreading contagious or infectious disease or **illness** in an area as documented by a recognised public health authority.

## Excess

means the amount of the claim **you** must meet. It is not covered by this insurance, and **we** will deduct it from the claim.

## Financial failure

means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory provision or anything of a similar nature.

## Illness

means sickness or disease that first manifests itself during the **period of insurance**.

## Injury

means internal or external bodily **injury** caused solely and directly by:

- violent, **accidental**, external and visible means, or
- medical misadventure, and
- that first manifests itself during the **period of insurance**.

## Journey

means **your** travel, once or multiple times, to New Zealand from **your country of origin** and return, including stopovers in other **overseas** countries, commencing once **you** have left **your country of origin** and ceases on the expiry date shown on **your** certificate of insurance or on **your** arrival back in **your country of origin**, which ever occurs first.

If during the **period of insurance you** return to **your country of origin** for a short term visit only, then cover under this policy is limited to Section 4 - Loss of Deposits and Section 3.1 - Accommodation / travel for the period **you** are there. Full cover recommences once **you** leave again for New Zealand.

## Loss

means physical **loss**, damage or destruction.

## Luggage

means **your** baggage and personal effects (excluding excluding personal money such as cash, bullion, credit cards, bank or currency notes, cheques, postal and money orders, travellers' cheques, monetary coupons or vouchers, admission tickets, and pre-paid passes) ) that are taken with **you** or purchased by **you** when travelling during **your journey**.

## Overseas

means a country you have a stopover in, not exceeding nine days in **transit**, or thirty one days for Australia or islands of the **South Pacific** but not including **your country of origin** and New Zealand.

## Pandemic

means an **epidemic** that is expected to affect an unusually large number of people or involves an extensive geographic area.



**Period of insurance**

means the period within which **your** policy coverage is effective. Cover start dates vary with policy sections and should be read in conjunction with the terms and conditions of each policy section.

- Section 4 Loss of Deposits:  
In respect of costs relating to **your** travel arrangements and any other non recoverable deposits paid for arrangements made that fall into the period of insurance. Cover starts from when the premium is paid to **us** and cover is confirmed by the issue of **your** Certificate of Insurance.
- All other Sections:  
In respect of all other Sections, cover starts from the time **you** commence **your journey** and ceases on **your** arrival back in **your country of origin** or the expiry date shown on **your** Certificate of Insurance (whichever occurs first).

**Pre-existing condition**

means any of the following:

- a physical defect, medical condition or disease for which treatment (including medication) or professional advice of any kind (from a medical adviser or other adviser) has been received or prescribed in the six months before the policy starts, and/or
- an ongoing medical condition or **disability** that exists when the policy starts.

In respect to **you** only, any medical condition, disease or **disability** not otherwise excluded that **we** would consider to be a **pre-existing condition** that developed during the currency of a previous OrbitProtect policy is automatically insured under this policy provided there is unbroken OrbitProtect coverage from the date the condition, disease or **disability** developed.

**Public Place**

means any area to which the public has access (whether authorised or not).

**Registered medical practitioner**

means a person, acceptable to **us**, who:

- is not **you**, **your relative**, business partner or associate, and
- in New Zealand, is a doctor registered with the Medical Council of New Zealand and practising as a medical practitioner in New Zealand, or
- being **overseas** or in **your country of origin**, is a registered and practising medical practitioner in the country where **you** require treatment.

**Relative**

means **your**:

- spouse, de facto partner, fiancé, fiancée
- child, step-child, grandchild
- brother, sister, brother-in-law, sister-in-law, or
- parent, step-parent, grandparent, guardian, parent-in-law.

**South Pacific**

means any of the following destinations:

American Samoa, Cook Islands, Fiji, French Polynesia, Kiribati, Lord Howe Island, New Caledonia, Niue, Norfolk Island, Samoa, Tonga, Tuvalu, Vanuatu.

**Specified**

means the item or items of **luggage you** have detailed on **our** application form, are noted on the Certificate of Insurance and **you** have paid an additional premium for.

**Transit**

means travel including diversions to a maximum of nine days to New Zealand enroute to or from **your country of origin**.

**Unattended**

means:

- You did not observe the loss/theft, or
- At a distance from You such that You do not have a good chance of preventing any attempted theft.

**We**

means Zurich New Zealand. '**Our**' and '**us**' have the same meaning.

**You**

means the person(s) shown in the Certificate of Insurance as the 'person insured'. '**Your**' and '**yourself**' have the same meaning.

# General Conditions

## 1. Excess

The **excess** is the first amount of a claim **we** will not pay for. An **excess** of \$50 in total applies to any claim arising from a separate event for **accidental injury**. An **excess** of \$100 applies to all claims arising from a separate event other than those **you** make under Section 3.2 Travel Delay, which are subject to a 6 hour time delay.

## 2. Your general obligations

As well as the specific conditions and obligations explained in the different sections of this policy, there are also general obligations that apply to all sections. These are listed below:

- a. **Your** obligation to meet all conditions and obligations  
**You** must comply with all the conditions and obligations of this contract. If **you** don't, **we** will not pay **your** claim.
- b. **Your** obligation to tell the truth  
**You** must ensure that all statements **you** make on the following forms (or any other statements, declarations or information that **you** supply to support them) are true and correct:
  - i. the application, variation or proposal form, and
  - ii. the claim form.
- c. **Your** obligation to avoid **loss** or liability
  - i. **You** must take reasonable care at all times to:
    - make sure that all property covered by this policy is kept safe and protected from possible **loss**, and
    - avoid any **accident** for which **you** could be held legally liable.
  - ii. **You** must not intentionally or recklessly cause **loss**:
    - to any property covered by this policy, or
    - for which **you** could be held legally liable.
  - iii. **You** must not allow or permit anyone else to cause **loss** or liability in any way.

Some sections of this policy can cover other people as well as **you**. To gain the benefit of any cover, they must also meet all the relevant conditions and obligations that **you** are required to meet.

## 3. Policy limits

Where a sum insured is shown in any section of this policy, that amount is the most **we** will pay under that section.

All sums referred to under this policy are in New Zealand dollars.

## 4. Goods and services tax (GST)

Where any part of this policy specifies any of the following:

- a. sum insured
- b. **excess**
- c. sub-limits

- d. maximum amount payable for any item or type of property, or
- e. maximum amount payable for any type of **loss**, then these amounts include GST and all other taxes.

## 5. Fraud

**We** are not liable to pay any claim if **you**, or anyone authorised by **you**, use fraudulent means to:

- a. arrange or extend this policy, or
- b. make any claim against the policy.

## 6. Acts of Parliament

Where this policy refers to any Act of Parliament, it includes any regulations and amendments to that Act. It also includes any replacement Act or Regulation.

## 7. Insurance Law Reform Acts

The conditions, obligations and exclusions shown in this policy are subject to **your** rights under the Insurance Law Reform Acts.

## 8. New Zealand Jurisdiction

This policy is governed by New Zealand law. Any dispute relating to the policy will be determined by New Zealand Courts only.

## 9. Claims offset

There is no cover under this policy for any loss or event or liability which, but for this policy, would be or 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 readily available in New Zealand or under any reciprocal health agreement between the Government of New Zealand and the Government of any other country or is payable by any other source or a Health Insurance Policy obtained as a condition of **your** entry visa into New Zealand. **We** may, unless prohibited or precluded by any law of any country relevant to the loss or event or liability, however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or reciprocal health agreement or such other source and what **you** would be otherwise entitled to recover under this policy.

## 10. Terms of cover

The issuing of a policy shall be at **our** sole discretion. **We** may decline to offer cover or choose to offer cover on different terms and conditions, regardless of whether cover has been offered previously.

## 11. Sanctions regulation

Notwithstanding any other terms or conditions under this policy, **we** shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or activity of **yours** would violate any applicable trade or economic sanctions, law or regulation.

# Making a claim on this insurance

## What you must do first

As soon as **you** are aware of any event that is likely to result in a claim under any section of this policy, **you** must follow all instructions listed below that apply to **you**.

1. Contact OrbitProtect on 0800 478 833 or +64 3 434 8151 reverse charge (if overseas) if **you**:
  - a. are going to be hospitalised
  - b. plan to cut short or alter **your** travel arrangements because of any medical condition, or
  - c. have lost all **your luggage** or money.
2. Notify OrbitProtect as soon as possible (or at the latest within 21 days of you becoming aware of any incident which gave rise to a claim under this policy).
3. Take prompt steps to minimise any **loss** or liability, and avoid any further **loss** or liability.
4. Report to the police or relevant authorities within 24 hours if **you** suspect that **you** have been the victim of burglary, theft, arson or intentional damage. A written report must be obtained at that time.
5. Inform the police or relevant authorities within 24 hours about any **loss** of property. A written report must be obtained at that time.
6. Take reasonable steps to obtain details of any other person, property or vehicle involved, and witnesses.
7. Lodge a written claim against any person, party, hotel or transport provider that may be legally liable.
8. In the case of **injury** within New Zealand covered by the Injury Prevention Rehabilitation and Compensation Act 2001, **you** must take all necessary steps to make and follow up a claim with the ACC.
9. Obtain an 'Irregularity Report' from Transport providers where they are responsible for **your loss** or damage to **your luggage**.

To make a claim under this policy, **you** must then follow the instructions provided under 'The claims process' section in this policy.

## What you must not do

**You** must not:

1. admit responsibility for any **accident**
2. dispose of any property that **you** intend to claim for, or
3. say or do anything that may prejudice **our** ability to:
  - a. defend any claim made against **you**, or
  - b. make recovery from any other person who may be responsible for **your** claim.

## The claims process

### 1. MAKING A CLAIM

To make a claim, **you** must:

- a. fully complete the claim form (online at [www.orbitprotect.com](http://www.orbitprotect.com)) as soon as possible
- b. give **us** free access to examine and assess the claim
- c. provide any other information or assistance that **we** reasonably request to support **your** claim
- d. send any letter of demand or court documents that **you** receive relating to the claim to **us** immediately
- e. provide a statutory declaration to verify the claim (if **we** request it)
- f. submit to examination under oath by any person **we** nominate (if **we** request it), and
- g. authorise disclosure to **us** of any personal information about **you** held by any other parties, which is relevant to the claim.

After **you** have made a claim, **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend or settle any liability. If **we** do this, it will be at **our** expense.

**We** may decide at any time to pay **you**:

- the total sum insured under Section 5 Personal Liability Cover, or
- any lesser amount for which a claim against **you** can be settled as full settlement of any claim under that section.

If **we** do this, **we** have no further liability to **you**, except for any legal costs **you** have incurred up to the time of **our** payment.

### 2. ONCE THE CLAIM IS ACCEPTED

After **we** have received a claim under this policy, **we** have the right to take over (in full) any legal rights of recovery **you** have. If **we** do this, **we** may exercise these rights for **our** own benefit, and at **our** own expense, and **you** must fully cooperate to allow **us** to do this.

If any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must:

- tell **us** immediately, and
- return the property to **us** if **we** request it.

**We** have the right to keep any property for which **we** have paid a claim, including any proceeds of its sale.

# The Benefits

## SECTION 1: PERSONAL EFFECTS COVER

### 1.1 Luggage (optional cover)

**You** have NO automatic cover under this policy for **your luggage**, but there are two optional covers available to **you**. If **you** have purchased one of the options it will be noted on **your** certificate of insurance.

#### a. Option 1 – General Luggage

If **you** have elected to cover **your luggage** the maximum **we** will pay is up to \$1,000 per item, sets or pair of items that are not **specified**, with a maximum of \$5,000 in total for all items that are not **specified** on **your** Certificate of Insurance. If **your luggage** suffers **accidental loss** during the **period of insurance**, **we** will at **our** option:

- repair it
- replace it, or
- pay **you** an amount that covers **your loss** (taking into account depreciation and wear and tear for clothing or footwear more than one year old) up to a maximum of \$1,000 per item, set or pair of items, except for:
  - any **specified** items **you** have chosen to include on **your** Certificate of Insurance, for which **we** will pay up to the limit noted on the Certificate of Insurance up to a maximum of \$10,000 per item and \$30,000 in total.

#### b. Option 2 – Specified Items

If an item of **specified luggage** suffers **accidental loss** during the **period of insurance**, **we** will at **our** option:

- repair it
- replace it, or
- pay **you** an amount that covers **your loss** (taking into account depreciation and wear and tear for clothing or footwear more than one year old) up to the amount shown for the item in **your** Certificate of Insurance but not more than \$10,000 per item, set of items or pair of items and to a maximum of \$30,000 in total.

#### WHAT **WE** WILL NOT PAY FOR UNDER SECTION 1

Also refer to: General exclusions pages 16

Policy conditions pages 10-11

**We** will not pay for:

1. the electrical or mechanical breakdown of any article.
2. the scratching or breakage of:
  - a. fragile articles
  - b. brittle articles, or
  - c. electronic componentsunless the scratching or breakage is caused by a collision involving a vehicle in which **you** are travelling. (Note: this exclusion does not apply to spectacle lenses, binoculars, computers, mobile phones and photographic or video equipment.)

3. wear and tear, deterioration, or **loss** caused by:
  - a. atmospheric or climatic condition
  - b. any process of cleaning, repairing, restoring or altering, or
  - c. faulty workmanship.
4. the **loss** or theft of **luggage** that **you** leave **unattended** in a **public place** or any place to which the public has access.
5. the theft of **luggage** from an unlocked vehicle.
6. the **loss** of a bicycle or sports equipment while in use.
7. **loss**, theft or damage of drones (including attached and unattached accessories) whilst in use.
8. more than \$5,000 in total for **luggage** that is left in a locked but **unattended** vehicle.
9. unaccompanied **luggage** or **luggage** that is shipped under any air, road or marine freight contract.
10. tools of trade, or travellers samples used for business.
11. for any loss or damage caused by or attributed to the act of **cheating** by any person.

## SECTION 2: MEDICAL COVER

### 2.1 Medical expenses

During **your journey** we will pay for **your** reasonable medical expenses (including ambulance, hospital, surgical and medical treatment fees) provided that:

- you** incur the expenses as a result of becoming **disabled** by **accidental injury** or **illness**
- the **injury** or **illness** occurs or first arises during the **period of insurance**,
- you** incur the expense within 12 months of the date of **disablement**, and
- the maximum benefit payable does not exceed \$250,000.

### 2.2 Travel/accommodation costs for people other than you

If **you** become disabled during **your journey** and are hospitalised, **we** will pay the travel and/or living expenses of up to two persons to travel to and/or stay with **you** while **you** are hospitalised provided that:

- you** do not become disabled in **your country of origin**
- person(s) who travel(s) to/stay(s) with **you** is **your** spouse, **your** travelling companion(s) or other nominated person(s) who have been approved by **us**
- a **registered medical practitioner** provides written advice that it is necessary for someone to be with **you**
- the expenses of person(s) who travel(s) to and/or stay(s) with **you** is/are of the same standard or fare class as those originally utilised by **you** for **your** trip (unless **we** agree in writing to a fare upgrade)
- the maximum benefit payable does not exceed \$100,000
- the maximum living expenses benefit while in New Zealand is \$250 per day, and \$5,000 in total, and
- the expenses don't include any costs incurred once **you** have returned to **your country of origin**.

### 2.3 ACC payments in New Zealand

If **you** suffer an **injury** while in New Zealand **you** must first apply to ACC (Accident Compensation Corporation) for treatment. Where **your** costs are not fully met by ACC **we** may top up any payments to meet **your** incurred costs. However, **we** will not make any payments where **you** do not take all reasonable steps to pursue **your** claim through ACC. Where ACC provides cover for an **injury**, **you** must obtain their prior approval for the provision for treatment in hospital.

If **we** accept **your** claim **we** will pay the difference between what **you** are entitled to recover from ACC and what **you** are covered for under this policy.

If **your** claim is declined by ACC in all or in part, **we** may at **our** discretion pay **you** for the incurred cost of treatment that are covered under this policy provided **you** give **us** all necessary documentation showing that **your** claim has been declined, and any other relevant documentation from ACC.

### 2.4 Your extra travel/accommodation expenses

If **you** become **disabled** during **your journey**, **we** will pay for **your** additional travel and/or accommodation expenses while **you** are disabled, provided that the expenses:

- are a reasonable amount
- are of the same standard or fare class as those originally selected by **you** for **your** trip (unless **we** agree to a fare upgrade in writing), and
- don't include any costs that **you** incur:
  - after **you** have resumed **your journey**, or
  - once **you** have returned to **your country of origin**
- the maximum benefit payable does not exceed \$30,000

### 2.5 Evacuation/return home

If **you** become **disabled** while in New Zealand or **overseas**, during the **period of insurance** and request to be evacuated to another location (including another country) to receive medical treatment, **we** will pay:

- the actual and reasonable evacuation transport and travel expenses, and
- up to \$20,000 for **your** reasonable, necessary continuing medical costs incurred as a direct result of the medical event causing **your disablement**, for a period of up to 12 months.

The following conditions must be met under Section 2.5:

- You**, or someone acting on **your** behalf, must contact **us**, so **we** can assess **your** medical reasons and decide if it is medically necessary for **you** to be repatriated/evacuated.
- The decision to evacuate or return is made by **us**.
- If **we** agree that it is medically necessary to repatriate/evacuate **you**, **we** will decide:
  - the destination that **you** return or evacuate to
  - the method and route of **your** repatriation, taking into account **your** original travel itinerary and medical requirements.
- The **registered medical practitioner** who attends **you** at the time of the disablement provides written advice that the return or evacuation is medically necessary and that **you** are fit to travel.
- The travelling expenses that **you** incur are of the same standard or fare class as those originally selected by **you** for **your** trip (unless **we** agree to a fare upgrade in writing).
- You already have a return ticket between New Zealand and **your country of origin**.

### 2.6 Funeral and cremation

Should **your** death occur in New Zealand or **overseas**, but not in **your country of origin**, during the **period of insurance**, **we** will pay up to \$100,000 to cover:

- your overseas** or New Zealand funeral or cremation costs, or
- the cost of returning **your** remains to **your country of origin**, including the reasonable travel costs of up to two people to accompany **your** remains back to **your country of origin**.

## 2.7 Accidental death

**We** will pay **your** estate \$25,000 (if **you** are aged 16 years or over) or \$10,000 (if **you** are aged under 16 years) if **you** sustain an **injury** that results in **your** death provided that:

- a. **your** death occurs within 12 months of the **injury** being sustained
- b. the **injury** occurs during the **period of insurance**, and
- c. the **injury** was sustained during **your Journey**.

WHAT **WE** WILL NOT PAY FOR UNDER SECTION 2

Also refer to: General exclusions pages 16

Policy conditions pages 10-11

**We** will not provide **you** with cover:

1. if **you** travel against medical advice.
2. if **you** travel for the purpose of obtaining medical treatment.
3. for ongoing medical costs in excess of \$20,000 if **you** become **disabled** but decide not to return to **your country of origin**, when **our** medical advisors believe it is safe for **you** to do so.
4. if **you** take any action contrary to the advice of a **registered medical practitioner** who attends **you** if **you** become **disabled**.
5. for any ongoing maintenance treatment of **pre-existing conditions** whether or not the condition has been approved and noted on the policy.
6. for new or ongoing medical treatment for a **disablement** that occurs during the **period of insurance**, if **you** decide not to return to **your country of origin** at the end of the **period of insurance**.
7. for ongoing physiotherapy or manipulative therapy to treat a **disablement**, unless this is recommended in writing by the treating **registered medical practitioner**.
8. for cosmetic treatment or surgery.
9. for optical aids or related eye testing.
10. for any medical, hospital or dental treatment provided to **you** in **your country of origin** unless this treatment is provided after **you** have been medically evacuated and the costs are approved by **us** in writing (and then for an amount not exceeding \$20,000).
11. if **you** elect not to follow the rehabilitation plan provided by **us**.
12. for normal dental wear and tear, normal maintenance of dental health, any treatment resulting from a lack of dental maintenance and/or hygiene, dental bridges, dental restoration work, caps, crowns, precious metal costs, pins, fittings, fillings, extractions or root canals.

## SECTION 3: DISRUPTED TRAVEL COVER

### 3.1 Accommodation/travel cover

**We** will pay up to \$10,000 for any reasonable, unexpected accommodation, meals and/or travel expenses **you** incur during **your journey** because of the following disruptions, provided that they occur during the **period of insurance**:

- a. **Your** carrier cancels, cuts short, delays, or diverts a scheduled service because of riot, strike, civil commotion, hijack, natural disaster, collision or severe weather conditions.
- b. **You** accidentally lose **your** passport or travel documents.
- c. **You** innocently or unknowingly breach any quarantine regulation.
- d. **Your** carrier is involved in a railway, motor vehicle, marine or aircraft **accident**, and the carrier provides written evidence of this.
- e. **You** or **your** travelling companion becomes **disabled**.

### 3.2 Travel delay

If **you** prebooked, prepaid transport is temporarily delayed during the **period of insurance** and at **your** point of departure in **your country of origin** and/or on **your** outward journey from New Zealand to **your country of origin** for at least 6 hours due to an **accidental** circumstance outside **your** control, **we** will reimburse **you**:

- a. the reasonable meal and additional accommodation (room rate only) expenses **you** incur, or
- b. the reasonable meal expenses and the cost of the unused, prepaid accommodation (if **you** have to pay for new accommodation) less any refund **you** are entitled to from the supplier of the original accommodation.

**Our** reimbursement will be up to \$400. **We** will also reimburse up to these limits again for each full 24 hour period that the delay continues beyond the initial 6 hour delay. The maximum benefit limit for this sub-section is \$3,000.

## SECTION 4: LOSS OF DEPOSITS

**We** will reimburse **you** up to \$50,000 for the non-refundable, unused portion of travel, accommodation or other deposits paid for in advance by **you** if **you** are unable to undertake or complete **your journey** during the **period of insurance** because:

- a. of the unforeseen death or serious or life threatening **disablement** by **injury** or **illness** of a **relative** aged 70 years or less happening after **you** have left **your country of origin**
- b. **you** suffer **accidental injury** or **illness**, or
- c. of any other unforeseen circumstance that is not excluded elsewhere in this policy and that is outside of **your** control.

WHAT **WE** WILL NOT PAY FOR UNDER SECTION 4

Also refer to: General exclusions pages 16

Policy conditions pages 10-11

**We** will not cover any losses **you** incur if **your journey** is cancelled because of the following reasons:

1. the **financial failure** of any of the following:
  - a. travel agent, travel wholesaler, booking agent
  - b. tour organiser
  - c. airline or other transport provider
  - d. car rental agency
  - e. accommodation provider
  - f. tour or cruise operator, or
  - g. any education provider.

This exclusion extends to include the **financial failure** of any person, company or organisation with whom any of the above deals with.

2. any act or omission by a travel agent.
3. delays caused by carriers or rescheduling.
4. Prohibition or regulation by any government.
5. Any business, financial or contractual obligations.
6. A request of any **relative**.
7. **your** change of plans or decision not to travel or take up any pre-booked education study course.

## SECTION 5: PERSONAL LIABILITY COVER

### 5.1 Death, injury and loss of property

**We** will pay all sums that **you** are legally liable to pay as compensation for an **accidental**:

- a. **injury** (including death), and/or
- b. **loss** or damage to property that occurs while **you** are in New Zealand or **overseas** during the **period of insurance**.

The maximum amount **we** will pay is \$100,000.

### 5.2 Legal costs

Where there is cover under Section 5.1 above, **we** will pay:

- a. all legal costs awarded to any claimant against **you**, and
- b. any other reasonable legal defence costs that **you** incur up to \$100,000

The maximum sum insured **we** will pay in Section 5.1 and Section 5.2 is \$100,000 in total.

WHAT **WE** WILL NOT PAY FOR UNDER SECTION 5

Also refer to: General exclusions pages 16

Policy conditions pages 10-11

**We** will not pay any damages, compensation or legal costs for any liability arising from or connected with:

1. the death, **injury**, or **illness** of **you** or any **relative**, or any person employed by **you** or **your relative**.
2. the **loss** of property that is owned by **you** or any member of **your** family, or any person employed by **you** or **your relative**.
3. the **loss** of any property that is in **your** custody or control, unless it is property owned by a temporary accommodation provider, landlord or homestay and then limited to \$50,000.
5. any agreement **you** enter into, unless **you** would have been liable anyway, even without the agreement.
6. the ownership, possession or operation (whether by **you**, any member of **your** family, or any person employed by **you**) of any mechanically propelled vehicle (other than a bicycle), aircraft, drone, firearm or watercraft.
7. any land or building that is owned by **you** or any **relative**, or any person employed by **you**.
8. **your** business or work activities, trade or profession, including professional advice given by **you**, or any person employed by **you**.
9. seepage, pollution or contamination.

In addition there is no cover for:

10. judgements given by a Court outside New Zealand, unless the Court is in the **overseas** country where the **accident** giving rise to the liability occurs.
11. liability that **you** agree to, unless that liability would have been established even if **you** had not agreed to it, or
12. liability involving punitive, exemplary or aggravated damages or any fine or penalty.

# General exclusions applying to this policy

The following exclusions (things that are not covered) apply to all sections of the policy. They are in addition to the specific exclusions shown in each section.

**We** will not pay claims that arise directly or indirectly from any of the following events, actions or situations:

1. **Pre-existing medical conditions**, unless **you** apply for cover of a **pre-existing medical condition**, and **our** approval number is noted on **your Certificate of Insurance**. **You** can only apply for cover for **pre-existing medical conditions** for **yourself**. This exclusion will not be removed from **your** policy, as it remains in force for all other persons (including **relatives** and business partners).
2. Claims directly or indirectly arising from:
  - a) pregnancy of **you** or any other person on or after the start of the 21st week of pregnancy, or
  - b) pregnancy of **you** or any other person where the problem arising is not an unexpected serious medical complication.
3. Claims directly or indirectly arising from childbirth or the health of a newborn child whatever the proximate cause of the claim is. This exclusion applies irrespective of the stage of pregnancy at which the child is born.
4. **Your** failure to act in a responsible manner and take all reasonable efforts to:
  - a. safeguard **your** property
  - b. avoid **accidental injury**
  - c. minimise any claim under this policy, and
  - d. avoid a claim under this policy by heeding a warning communicated by the general mass media about an intended strike, riot or civil commotion.
5. Motorcycling, unless:
  - a. the engine capacity is 200 cc or less
  - b. whilst in control of a motorcycle or moped **you** hold a current motorcycle licence that is recognised in New Zealand
  - c. whilst **you** are a pillion passenger the driver holds a current motorcycle licence that is recognised in New Zealand
  - d. **you** are wearing a helmet
  - e. **you** are not participating in a professional capacity
  - f. **you** are not racing, and
  - g. **you** are not participating in motocross.
6. Sporting activities undertaken professionally.
7. Diving, involving the use of any artificial breathing apparatus, unless **you**:
  - a. hold an open water diving certificate/licence, or
  - b. are under the direct supervision of a qualified diving instructor.
8. Travelling in or through the air, other than as a passenger of a fully licensed passenger carrying aircraft operated by an airline or air-charter company.
9. Mountaineering or rock climbing (but not hiking), or pot holing, which requires the use of climbing equipment, or involves abseiling.
10. Ocean yachting or blackwater rafting.
11. Skiing or snowboarding outside designated ski field areas, or in areas within designated ski fields that are closed because of adverse conditions.
12. Manual employment while in New Zealand or **overseas** unless **we** have given **our** approval in writing. **We** give **our** approval to **you** in respect to employment **you** undertake in New Zealand for the following work categories:
  - a. retail
  - b. accommodation
  - c. pubs, taverns and bars
  - d. cafes and restaurants, and/or
  - e. horticulture
13. Any claims directly or indirectly arising from **you** having elective medical or dental treatment or surgery, a cosmetic procedure or body modification (including tattoos and piercings) during the **period of insurance**.
14. Suicide or attempted suicide.
15. Any sexually transmitted disease.
16. Any situation or action when under the influence of alcohol or non-prescribed drugs.
17. **Loss** of enjoyment, financial **loss** or any other **loss** that is not covered specifically in this policy.
18. War or warlike activities, invasion, act of foreign enemy, civil war, revolution, insurrection, military power; nuclear reaction, contamination by nuclear weapons, nuclear material or radioactivity.
19. Confiscation, detention, or destruction by customs or other authorities.
20. Any breach or any prohibition or regulation of any government relating to immigration or travel (including failure to obtain a passport or visa).
21. **Act of Terrorism**. This exclusion does not apply to Section 2 Medical Cover, subsections 1 to 7 inclusive.
22. An **epidemic, pandemic** or outbreak of a contagious disease or any derivative or mutation of such viruses (or arising directly or indirectly from these) or the threat, or perceived threat, of any of these. This exclusion does not apply to Section 2 Medical Cover, subsections 1-6 inclusive.
23. Claims directly or indirectly arising due to any travel made in a country for which an "Avoid non-essential travel" or "Do not travel" travel warning is issued by the New Zealand Government on the New Zealand Ministry of Foreign Affairs and Trade (MFAT) website at safetravel.co.nz, if the warning was issued prior to the booking of the **your** travel arrangements, unless **you** have received prior approval by OrbitProtect in writing.





PW Issue 1

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**Contact us**

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