



Rebus NZ Incorporated (Rebus) Travel Insurance Master Policy Wording

For travel policies sold between 31st July 2017 and 31st July 2018

IMPORTANT INFORMATION ABOUT THE COVER

Rebus NZ Incorporated (Rebus) which is the POLICYHOLDER under a POLICY arranged by DUAL New Zealand Limited (DUAL). DUAL is an insurance agency which underwrites policies for and on behalf of certain Underwriters at Lloyd's of London. DUAL can be contacted using the following details:

Address	Level 20, 191 Queen Street Auckland 1010
Postal Address	PO Box 5829 Wellesley Street Auckland 1010
Telephone	+64 (0)9 973 0190
Email	Enquiries@dualnewzealand.co.nz

Under the POLICY between Rebus and DUAL a COVERED PERSON can access the insurance cover described in this document by satisfactorily completing the required application and paying the required access fee.

If accepted as a COVERED PERSON under the POLICY, YOU will be bound by the definitions, terms, conditions, exclusions and procedures as set out in this document, and you will be entitled to the benefits summarised in the SCHEDULE OF BENEFITS and described more fully in the POLICY.

Please read this document carefully and retain it in a safe place.

Please also note that Rebus or DUAL may vary, terminate or not renew the POLICY and YOUR consent may not be required in each case. Rebus will notify YOU of any variation, termination or non-renewal of the policy. Variation, termination or non-renewal does not affect YOUR rights arising before these events occurred.

SCHEDULE OF BENEFITS

SECTION	POLICY LIMIT PER COVERED PERSON	EXCESS PER COVERED PERSON
1: Personal Accident	Up to \$20,000	Nil
2A: Medical and Additional Expenses	Up to \$100,000 Age restrictions apply	\$500
2B: Bed Confinement	Up to \$1,000	
2C: Trauma Counselling Benefit	Up to \$5,000	
3A: Trip Alteration – Before a Journey	Up to \$5,000 Age restrictions apply	\$200
3B: Trip Alteration – During a Journey	Up to \$5,000 Age restrictions apply	
4: Kidnap and Extortion	Up to \$100,000	Nil
5A: Luggage	Up to \$5,000 <u>Item limits:</u> ELECTRONIC EQUIPMENT \$5,000 Any other item or set of items \$1,500	\$100, except for claims in respect to ELECTRONIC EQUIPMENT \$250
5B: Deprivation of Luggage	Up to \$2,000	
5C: Money and Travel Documents	Up to \$1,000	

6: Personal Liability	Up to \$2,000,000	Nil
7: Rental Vehicle Excess Waiver	Up to \$3,000	Nil
8A: Hijack	Up to \$6,000	Nil
8B: Detention	Up to \$6,000	Nil
9: Emergency Assistance	Up to \$100,000	Nil
10: Missed Transport Connection	Up to \$5,000	Nil
11: Political and Natural Disaster Evacuation	Up to \$10,000	Nil
12: Search and Rescue Expenses	Up to \$20,000	Nil

The table above is only a summary. For full details of cover and the applicable terms and conditions please refer to the relevant section

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS

GENERAL DEFINITIONS

The following General Definitions apply to all Sections of the POLICY.

ACCIDENT means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the COVERED PERSON. The word ACCIDENTAL will be construed accordingly.

ACCOMPANYING PERSON means any travelling companion who has made arrangements to accompany the COVERED PERSON for at least 50% of the entire JOURNEY.

BUSINESS PARTNER means a business partner of the COVERED PERSON who normally resides in New Zealand or Australia.

CIVIL WAR means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

CLOSE RELATIVE means SPOUSE, child, child-in-law, step-child, siblings, siblings-in-law, step-siblings, grandparent, grandchild, fiancé(e), niece, nephew, uncle or aunt provided that person is not more than one hundred (100) years of age at the relevant time.

CONVEYANCE means any aircraft, bus, coach, ferry, helicopter, hovercraft, hydrofoil, monorail, ship, taxi, train or tram that is provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers

COUNTRY OF RESIDENCE means the country in which the COVERED PERSON normally resides, which must be either New Zealand or Australia.

COVERED PERSON means a Rebus Club Member or their guest who meets the ELIGIBILITY CRITERIA, has had an application for cover accepted in relation to a JOURNEY, and has paid the required access fee. A COVERED PERSON is not a contracting insured under the POLICY; OUR agreement is entered into with the POLICYHOLDER.

DEPENDENT CHILD means a child of the COVERED PERSON who is under the age of 21 years, not in full time employment, and who is travelling with the COVERED PERSON on a JOURNEY.

DOCTOR means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- (a) The COVERED PERSON;
- (b) A CLOSE RELATIVE or PARENT of the COVERED PERSON or any other member of the immediate family of the COVERED PERSON;
- (c) An employee of the POLICYHOLDER

DUAL ASSIST means the emergency assistance provider appointed by US.

ELIGIBILITY CRITERIA means the following criteria that a Rebus Club Member and their guest must meet in order to be eligible for cover under the POLICY. The person applying to be a COVERED PERSON must be:

- (a) Under one hundred and one (101) years of age;
- (b) A current Rebus Club Member or the guest of Rebus Club Member who is travelling with a Rebus Club Member at all times throughout the duration of the trip.

ELECTRONIC EQUIPMENT means laptop or portable computers, tablet computers, mobile phones, portable music players, digital cameras and video cameras.

EXCESS means the first amount of each and every claim which WE do not pay and which the COVERED PERSON is required to contribute to a loss before any amount is payable under the POLICY. The EXCESS is stated in the POLICY.

EXTORTION means to intimidate by a threat or a series of threats to KIDNAP or cause bodily injury.

JOURNEY means the trip to be undertaken by the COVERED PERSON outside his or her COUNTRY OF RESIDENCE, for either Rebus Club or a private travel purpose, which is outlined in the application form submitted by the COVERED PERSON. The JOURNEY is deemed to commence at the time the COVERED PERSON leaves his or her usual place of residence to go directly to the place of departure for travel, and ends when the COVERED PERSON returns to his or her usual place of residence at the conclusion of travel. The Journey can be up to a maximum duration of 120 days.

HIJACK means the seizing of control of a CONVEYANCE on which the COVERED PERSON is a passenger.

INJURY means a bodily injury resulting solely and directly from an ACCIDENT and which occurs independently of any illness or any other cause, where the bodily injury and ACCIDENT both occur during the INSURANCE PERIOD and whilst the person is a COVERED PERSON. It does not mean a SICKNESS or any other disease or illness, or any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any INJURY).

INSURANCE PERIOD means the period of the POLICY.

KIDNAP means the illegal abduction and holding hostage of at least one COVERED PERSON for the purpose of demanding RANSOM as a condition of release. A KIDNAP in which more than one COVERED PERSON is abducted will be considered a single KIDNAP.

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

LUGGAGE means personal items and property owned by the COVERED PERSON, or for which the COVERED PERSON is legally responsible, that are taken on or acquired during a JOURNEY. This includes clothes, ELECTRONIC EQUIPMENT, toiletries and personal jewellery. However it does not include business samples or goods intended for trade, or household furniture and appliances.

MEDICAL AND RELATED EXPENSES means:

- (a) Reasonable costs necessarily incurred outside the COUNTRY OF RESIDENCE of the COVERED PERSON for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a DOCTOR.
- (b) Reasonable costs necessarily incurred for the evacuation or repatriation of the COVERED PERSON, including expenses relating to the provision of a qualified medical escort, provided that the evacuation or repatriation is a direct result of INJURY or SICKNESS, a DOCTOR recommends evacuation and DUAL ASSIST approves and organises the evacuation.
- (c) Reasonable costs necessarily incurred for travel and accommodation of up to two (2) Close Relatives or travelling companions to be with the COVERED PERSON on the written recommendation of a DOCTOR
- (d) Reasonable costs necessarily incurred for on-going medical treatment after the return of the COVERED PERSON to their COUNTRY OF RESIDENCE, provided that expenses are a direct result of their INJURY or SICKNESS. If the COUNTRY OF RESIDENCE of the COVERED PERSON is not New Zealand cover for on-going medical expenses is limited to \$50,000 in total.
- (e) Reasonable costs necessarily incurred to repair, replace or adjust dentures, provided expenses are a direct result of INJURY to the COVERED PERSON and do not exceed \$1,500 in total.
- (f) In the event of the death of a COVERED PERSON, the reasonable costs necessarily incurred for burial or cremation overseas, or the cost of repatriating the remains of the COVERED PERSON to their COUNTRY OF RESIDENCE. The maximum amount WE will pay is \$25,000 for all costs incurred for transportation, burial and/or cremation.

MONEY AND TRAVEL DOCUMENTS means coins, bank notes, postal and money orders, traveller's 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 COVERED PERSON.

PARAPLEGIA means the TOTAL LOSS of use of both legs and the TOTAL LOSS of use of the whole or part of the lower half of the body.

PARENT means parent, parent-in-law, step-parent or such person who was the primary care giver of the COVERED PERSON when they were a child, provided such person is at the relevant time not more than ninety (90) years of age.

PERMANENT means having lasted twelve (12) consecutive months and at the expiry of that period being, in the opinion of a DOCTOR, beyond hope of improvement.

POLICY means the Master Policy between US and the POLICYHOLDER, which incorporates this Terms and Conditions document.

POLICYHOLDER means Rebus New Zealand Incorporated

PROFESSIONAL SPORT means any sport for which a COVERED PERSON receives any fee or monetary reward as a result of their participation.

PUBLIC PLACE means any place that the public has access to, including but not limited to planes, trains, cruise ships, taxis, buses, any terminal or station or wharf, streets, museums, gallery, hotel, foyer beaches, restaurants, car park, public toilet and general access areas.

QUADRIPLEGIA means the TOTAL LOSS of use of both arms and both legs.

RANSOM means the consideration paid for return of a KIDNAP victim or consideration paid to end an EXTORTION, to a person believed to be responsible for the KIDNAP or EXTORTION and includes cash, securities, marketable goods or services, property or monetary instruments.

RENTAL VEHICLE means a rented sedan, hatchback, station wagon, four wheel drive or other non-commercial vehicle that is rented from a licensed motor vehicle rental company for the sole purpose of carrying the COVERED PERSON on public roadways. A RENTAL VEHICLE does not include any other type vehicle or vehicle use.

SERIOUS INJURY or SERIOUS SICKNESS means an INJURY or SICKNESS which requires hospitalisation or confinement and which, in the opinion of the attending DOCTOR presents an immediate and threat to the life of the injured or sick person. It does not mean a terminal condition diagnosed prior to commencement date of a 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.

SICKNESS means any physical illness or disease of the COVERED PERSON which occurs during the INSURANCE PERIOD but does not include a terminal condition diagnosed prior to commencement of the Journey.

SPOUSE means the husband or wife or any de-facto partner whom the COVERED PERSON has continuously been living with during the 3 months prior to commencement of the JOURNEY.

TOTAL DISABLMENT means means disablement which entirely prevents the COVERED PERSON from performing at least two of the following Activities of Daily Living, either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons:

- (a) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) such that an adequate level of personal hygiene can be maintained.
- (b) Dressing: the ability to put on, take off, secure and unfasten all necessary garments and any braces, artificial limbs or other surgical appliances.
- (c) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa, or to get on and off a toilet or commode.
- (d) Mobility: the ability to move indoors from one room to another on a level surface in the normal place of residence of the COVERED PERSON.
- (e) Continence: The ability to manage bowel and bladder functions such that an adequate level of personal hygiene can be maintained.
- (f) Feeding: The ability to feed oneself once food and drink has been prepared and made available.

TOTAL LOSS means complete loss or effective loss of use of the body part or function in question. For example:

- (a) In regards to a LIMB it means physical severance or total loss of the use of the LIMB;
- (b) In regards to an eye it means loss of all sight in the eye;
- (c) In regards to hearing it means loss of all hearing;
- (d) In regards to speech it means loss of the ability to speak.

UNFORSEEN EVENT means:

- (a) The unexpected death or an INJURY or SICKNESS of the COVERED PERSON for which a DOCTOR certifies the COVERED PERSON is unfit to commence or continue the JOURNEY; or
- (b) The unexpected death or a SERIOUS INJURY or SERIOUS SICKNESS of a CLOSE RELATIVE, BUSINESS PARTNER, or ACCOMPANYING PERSON of the COVERED PERSON; or
- (c) Any other unexpected circumstance(s) which are unforeseen from the perspective of the COVERED PERSON, beyond the control of the POLICYHOLDER and the COVERED PERSON, and not otherwise excluded by this POLICY.

UNSUPERVISED means any time when a COVERED PERSON leaves LUGGAGE:

- (a) With a person the COVERED PERSON did not know prior to commencing the JOURNEY; or
- (b) In a position where it can be taken without knowledge of the COVERED PERSON; or
- (c) At such a distance that the COVERED PERSON is unable to prevent it being taken.

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

WE/ OUR/ US means DUAL New Zealand Limited, with registered office Level 20, 191 Queen Street, Auckland 1010.

YOU means a COVERED PERSON. The word YOUR will be construed accordingly.

GENERAL EXCLUSIONS

The following General Exclusions apply to all Sections of the POLICY.

- (1) There is no cover under this POLICY for any claim, loss or occurrence which arises directly or indirectly out of:
 - (a) The COVERED PERSON flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers
 - (b) The COVERED PERSON training for or participating in PROFESSIONAL SPORT of any kind
 - (c) Intentional self inflicted INJURY, including suicide or attempted suicide
 - (d) Any criminal act committed by the POLICYHOLDER, a COVERED PERSON or a SPOUSE or DEPENDENT CHILD
 - (e) War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in New Zealand, Australia or the Country of Residence of a Covered Person, or any of the following countries: Afghanistan, Chad, Chechnya, Cote d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan.
 - (f) Nuclear reaction, nuclear radiation or radioactive contamination
 - (g) The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s) committed for political, religious, ideological or similar purpose with the intention to influence any government and/or put the public or any section of the public in fear
 - (h) Sexually transmitted disease or infection, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Disease Syndrome (AIDS) or AIDS Related Complex (ARC).
- (2) This POLICY does not provide cover in respect of any loss or occurrence which occurs when the COVERED PERSON has attained the age of one hundred and one (101) years.
- (3) This POLICY does not provide cover to the extent provision of cover, payment of a claim, or provision of a benefit would expose US to any sanction, prohibition or restriction under resolutions of the United Nations, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL CONDITIONS

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

1. AGGREGATE LIMITS

- (a) Except as stated below, OUR total liability for all claims under Section 1 and Section 4 of this POLICY which arise out of any one (1) INSURANCE PERIOD will not exceed \$2,000,000 in the aggregate.
- (b) OUR total liability for all claims under Section 1 of this POLICY which arise out of NON-SCHEDULED FLIGHT in any one (1) INSURANCE PERIOD will not exceed \$500,000 in the aggregate.
- (c) Our total liability for all claims under Section 1 and Section 4 of this POLICY which arise out of WAR or CIVIL WAR will not exceed \$500,000 in respect of any one (1) event or series of related events, and will not exceed \$1,000,000 in respect of any one (1) INSURANCE PERIOD.
- (d) In the event that claims are made under the POLICY that would otherwise exceed the aggregate limits described, WE will reduce the payments made in respect of each COVERED PERSON so that the total amount payable does not exceed the applicable limit. The scaling of payments will be at our absolute discretion.

2. AGE LIMITS

There is no cover under any section of this POLICY in respect of any COVERED PERSON who has attained the age of one hundred and one (101) years.

3. EXCESS

Benefits under the POLICY may be subject to an EXCESS. The COVERED PERSON is required to pay any applicable EXCESS before WE pay any benefit or compensation under the POLICY.

4. CURRENCY

All BENEFITS will be paid in New Zealand Dollars (NZD). If expenses are incurred in a foreign currency, the rate of exchange used to calculate the amount payable in NZD will be the prevailing rate at the time expenses are incurred or the loss is sustained.

5. GOVERNING LAW

This POLICY is governed by the laws of New Zealand. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of New Zealand courts.

6. MAKING A CLAIM

If an incident occurs which may give rise to a claim under this insurance, the COVERED PERSON should notify US in writing within thirty days, or as soon as reasonably practicable after the date of the occurrence and within the INSURANCE PERIOD. If the incident may necessitate emergency medical or travel assistance, the COVERED PERSON should immediately contact DUAL ASSIST. The COVERED PERSON must ensure that they provide US with honest, complete, up-to-date and relevant information about the claim and the COVERED PERSON must cooperate with US by providing the information WE seek to settle the COVERED PERSON's claim.

7. DUE DILLIGENCE

The POLICY HOLDER and every COVERED PERSON must exercise due diligence and do all things reasonably practicable to minimise OUR liability in respect of any claim or loss.

8. CO-OPERATION

The POLICY HOLDER and every COVERED PERSON will frankly and honestly provide all information and assistance WE or OUR appointed representatives may require in relation to any claim or loss.

9. MEDICAL REVIEW

WE reserve the right to have any COVERED PERSON who is the subject of a claim medically examined from time to time at OUR own expense. Any unreasonable failure to comply with these obligations may entitle US to deny cover for the claim or loss, in whole or in part.

10. OTHER INSURANCE AND CLAIM OFFSET

In the event of a claim the POLICY HOLDER and the COVERED PERSON must inform US of any other insurance covering the same risk. With the exception of Section 1: Personal Accident there is no cover under this POLICY to the extent any benefit, damage, expense or loss, is covered under any other insurance, health or medical scheme, Act of Parliament or which is payable by any other source. WE will however pay the difference between what is payable under any other scheme and what would otherwise be recoverable under this POLICY, where permissible under law.

11. SUBROGATION AND RECOVERY

WE can exercise any right of recovery held by the POLICY HOLDER or the COVERED PERSON to the extent of any benefit or claim payable under the POLICY. The POLICY HOLDER and the COVERED PERSON must refrain from doing anything which prejudices our right of recovery. If the POLICY HOLDER or the COVERED PERSON agrees to not seek compensation from another source liable for compensation in regards to a benefit or claim payable under the POLICY, WE will not provide cover under the POLICY for that loss, liability or damage.

12. BREACH OF CONDITIONS

If the POLICY HOLDER or any COVERED PERSON is in breach of any of the conditions of this POLICY WE may decline to pay a claim, in whole or in part, to the extent permitted by law.

SECTION 1: PERSONAL ACCIDENT

1A: LUMP SUM BENEFITS

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON suffers an INJURY which results in an INSURED EVENT described in Table 1 within twelve (12) months of the date of INJURY, WE will pay the corresponding benefit for that INSURED EVENT.

TABLE 1

INSURED EVENTS	BENEFIT As a percentage of the amount shown on the SCHEDULE OF BENEFITS against Section 1
(1) Death	100%
(2) PERMANENT TOTAL DISABLEMENT	100%
(3) PERMANENT PARAPLEGIA or PERMANENT QUADRIPLEGIA	100%
(4) PERMANENT TOTAL LOSS of sight in both eyes	100%
(5) PERMANENT TOTAL LOSS of sight in one eye	100%
(6) PERMANENT TOTAL LOSS of more than one LIMB	100%
(7) PERMANENT TOTAL LOSS of one LIMB	100%
(8) PERMANENT and incurable insanity	100%
(9) PERMANENT TOTAL LOSS of hearing in: (a) both ears (b) one ears	100% 20%
(10) PERMANENT TOTAL LOSS of use of four fingers and thumb of either hand	75%
(11) PERMANENT TOTAL LOSS of the lens of one eye	60%
(12) Third degree burns resulting in disfigurement which covers more than 40% of the entire body	50%
(13) PERMANENT TOTAL LOSS of four fingers of either hand	40%
(14) PERMANENT TOTAL LOSS of one thumb of either hand (a) two joints (b) one joint	30% 15%

(15) PERMANENT TOTAL LOSS of one finger of either hand (a) three joints (b) two joints (c) one joint	10% 7.5% 5%
(16) PERMANENT TOTAL LOSS 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) Fracture of leg or patella with established non union	10%
(18) Shortening of a leg by at least 5cm	7.5%
(19) PERMANENT disability not otherwise provided for under INSURED EVENTS 2-18 inclusive.	A percentage that WE determine at OUR discretion but which is consistent with the benefits provided under INSURED EVENTS 5-18, up to a maximum of 75%

CONDITIONS UNDER SECTION 1

The following conditions apply to Section 1 in addition to the General Conditions:

- (1) Benefits under Section 1: Personal Accident are payable to the COVERED PERSON.
- (2) Benefits are not payable for more than one of INSURED EVENTS 1-19 in respect of the same INJURY.
- (3) If a COVERED PERSON suffers INJURY resulting in one of INSURED EVENTS 2-9(a) WE will not be liable under the POLICY for any subsequent INJURY to that person.
- (4) We have the right (at OUR own expense) to have the relevant COVERED PERSON examined by a DOCTOR of OUR choice.
- (5) The maximum payable in respect of any COVERED PERSON who is not a Rebus Club Member at the date of INJURY is \$10,000.

SECTION 2: MEDICAL AND ADDITIONAL EXPENSES

2A: MEDICAL AND ADDITIONAL EXPENSES

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON suffers INJURY or SICKNESS and as a result incurs MEDICAL AND ADDITIONAL EXPENSES, WE will indemnify the COVERED PERSON in respect of those expenses provided they are incurred within twenty-four (24) months of the date of INJURY or first treatment of SICKNESS. The maximum WE will pay is shown on the SCHEDULE OF BENEFITS.

2B: HOSPITALISATION BENEFIT

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON suffers INJURY or SICKNESS which results in hospitalisation under order of a DOCTOR for a period of more than two (2) consecutive days, WE will pay \$100 for each full day of hospitalisation. The maximum WE will pay is shown on the SCHEDULE OF BENEFITS.

2C: TRAUMA COUNSELLING BENEFIT

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON suffers psychological trauma as a result of being a victim of or an eye witness to a criminal act such as any act of terrorism, murder, sexual assault or violent robbery, WE will pay up to \$500 per visit for the trauma counselling which is certified necessary by a DOCTOR and provided by a registered psychologist or psychiatrist who is not related to the COVERED PERSON. The maximum WE will pay is shown on the SCHEDULE OF BENEFITS.

CONDITIONS UNDER SECTION 2

The following conditions apply to Section 2 in addition to the General Conditions:

- (1) An EXCESS of \$500 applies in respect of each claim under Section 2.
- (2) Each COVERED PERSON must have obtained a letter from their DOCTOR confirming they are fit to undertake the planned travel before making an application for cover under this POLICY. This letter must be dated no more than twenty-one (21) days before the date of the application for cover.
- (3) If the COVERED PERSON has attained the age of ninety-one (91) years the maximum WE will pay under Section 2A is \$5,000 in total.
- (4) In the event of INJURY or SICKNESS which may give rise to a claim the COVERED PERSON must promptly contact DUAL ASSIST and follow the advice given, including but not limited to medical, repatriation and travel advice.

EXCLUSIONS UNDER SECTION 2

The following exclusions apply to Section 2 in addition to the General Exclusions. WE will not pay for:

- (1) Costs incurred where a JOURNEY is undertaken against the advice of a DOCTOR, if a COVERED PERSON is unfit to travel, or if a COVERED PERSON is travelling for the purpose of obtaining medical attention or treatment of any kind.
- (2) Expenses incurred more than 24 months after a COVERED PERSON suffers INJURY or SICKNESS.
- (3) Expenses recoverable from any other source.
- (4) On-going medical expenses incurred in the COUNTRY OF RESIDENCE of the COVERED PERSON if WE are prohibited from paying these expenses.
- (5) Costs associated with continuation of any medication or treatment a COVERED PERSON had been prescribed or using prior to the JOURNEY.

- (6) Private hospital or medical care when publically funded care is available in the COUNTY OF RESIDENCE of the COVERED PERSON or under any reciprocal health agreement.
- (7) Expenses for routine medical, optical or dental treatment or consultations.
- (8) Dental treatment involving the use of precious metals or cosmetic dentistry.

SECTION 3: JOURNEY ALTERATION

3A: JOURNEY ALTERATION - BEFORE COMMENCEMENT (LOSS OF DEPOSITS)

If during the INSURANCE PERIOD a COVERED PERSON must alter, cancel or curtail travel arrangements before commencement of a JOURNEY because of an UNFORESEEN CIRCUMSTANCE and as a result incurs loss of non-refundable, prepaid travel and accommodation expenses, WE will indemnify the COVERED PERSON for those expenses up to the amount shown on the SCHEDULE OF BENEFITS.

3B: JOURNEY ALTERATION – AFTER COMMENCEMENT (CANCELLATION AND ADDITIONAL EXPENSES)

If during the INSURANCE PERIOD a COVERED PERSON must alter, cancel, or curtail travel arrangements after commencement of a JOURNEY because of an UNFORSEEN CIRCUMSTANCE and as a result incurs either loss of non-refundable, prepaid travel and accommodation expenses or additional travel and accommodation expenses, WE will indemnify the COVERED PERSON for those expenses up to the amount shown on the SCHEDULE OF BENEFITS.

CONDITIONS UNDER SECTION 3

The following conditions apply to Section 3 in addition to the General Conditions:

- (1) An EXCESS of \$200 applies in respect of every claim under Section 3 of the POLICY.
- (2) If travel and accommodation expenses are prepaid with frequent flyer points, loyalty points or any other reward points which cannot be recovered following alteration, cancellation or curtailment of the JOURNEY, WE will indemnify the COVERED PERSON based on the cash value of the lowest available retail price for those arrangements at the time the booking was confirmed.
- (3) There is no cover under SECTION 3 if expenses are incurred as a result of SICKNESS of a COVERED PERSON who has attained the age of eighty-one (81) years.
- (4) There is no cover under SECTION 3 if expenses are incurred as a result of INJURY to a COVERED PERSON who has attained the age of ninety-one (91) years)
- (5) The maximum WE will pay under SECTION 3 is \$2,500 if expenses are incurred as a result of the Accidental Death, SERIOUS INJURY or SERIOUS SICKNESS of anyone other than the COVERED PERSON and that person has attained the age of eighty-one (81) years.

EXCLUSIONS UNDER SECTION 3

The following exclusions apply to Section 3 in addition to the General Exclusions. WE will not pay for:

- (1) Cancellation, curtailment or diversion of scheduled public transportation services, including by reason of strike or other industrial action, if there had been warning before the date the JOURNEY was booked that such events were likely.
- (2) Carrier caused delays where expenses are recoverable from the carrier.
- (3) Expenses which are recoverable from any other source
- (4) Any business or financial commitment or contractual obligation of the POLICYHOLDER, COVERED PERSON or any other person.
- (5) Disinclination on the part of the COVERED PERSON or any other person to travel
- (6) 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 people to commence any Journey or tour.
- (7) The refusal, failure or inability of any person, company or organisation, including by not limited to any airline, transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other entity to provide services by reason of their own financial default or the financial default of any person, company or organisation with whom they deal.
- (8) Costs incurred where a JOURNEY is undertaken against the advice of a DOCTOR, if a COVERED PERSON is unfit to travel, or if a COVERED PERSON is travelling for the purpose of obtaining medical attention.

SECTION 4: KIDNAP AND EXTORTION

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON becomes the victim of KIDNAP or EXTORTION, WE will indemnify up to the amount shown on the SCHEDULE OF BENEFITS for:

- (1) Reasonable costs incurred retaining independent consultants with appropriate expertise to investigate the KIDNAP or EXTORTION, negotiate the release of a COVERED PERSON, pay RANSOM or recover the COVERED PERSON, provided that WE have given OUR prior written consent.
- (2) RANSOM paid by the POLICYHOLDER or the COVERED PERSON as a direct result of the KIDNAP or EXTORTION.
- (3) Loss due to seizure, misappropriation, theft, or destruction of RANSOM while being delivered to a person demanding it by anyone who is authorised by the POLICYHOLDER or the COVERED PERSON to have custody of that RANSOM, provided that the KIDNAP or EXTORTION which gave rise to the delivery is covered under the POLICY.
- (4) Reasonable payment made by the POLICYHOLDER to a person providing information which leads to the arrest of the individuals responsible for a KIDNAP or EXTORTION covered under the POLICY.
- (5) Usual and customary transaction or loan costs charged by a financial institution for arranging money to be used for payment of RANSOM.
- (6) Reasonable additional travel and accommodation expenses incurred by the POLICYHOLDER or the COVERED PERSON as a result of a KIDNAP or EXTORTION that were not part of the original travel budget.

- (7) Costs associated with reuniting the COVERED PERSON with his or her immediate family following release, including up to \$5,000 in the aggregate covering rest and rehabilitation expenses such as travel, accommodation, meals and recreation for the COVERED PERSON, his or her SPOUSE, and any DEPENDENT CHILD.
- (8) Reasonable expenses actually incurred for a qualified interpreter required by the POLICYHOLDER or the COVERED PERSON in the event of a KIDNAP or EXTORTION.
- (9) Any other reasonable and necessary expenses incurred by the POLICYHOLDER with OUR prior approval in resolving a KIDNAP or EXTORTION covered by the POLICY.

CONDITIONS UNDER SECTION 4

The following conditions apply to Section 4 in addition to the General Conditions:

- (1) The maximum WE will pay under this Section in relation to any one event or series of related events is the amount shown in the SCHEDULE OF BENEFITS for Section 4.
- (2) The POLICYHOLDER and every COVERED PERSON must make every reasonable effort not to disclose the existence of this insurance.

EXCLUSIONS UNDER SECTION 4

The following Exclusions apply to Section 4 in addition to the General Exclusions. WE will not pay for:

- (1) Loss or expense resulting from the surrender of property, personal belongings or money following a physical face-to-face encounter involving the use of threat or force or physical violence, unless the property, personal belongings or money are RANSOM being stored or transported for the purpose of paying an EXTORTION or KIDNAP demand.
- (2) Loss or expense relating to a KIDNAP or EXTORTION which occurs in a country where the COVERED PERSON is a permanent resident, or has stayed for more than one hundred and twenty (120) consecutive days when the KIDNAP or EXTORTION occurs.
- (3) Fraudulent or dishonest acts committed by the POLICYHOLDER, a COVERED PERSON or any person the POLICYHOLDER or COVERED PERSON authorise to have custody of RANSOM.

SECTION 5: PROPERTY

5A: LUGGAGE

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON suffers accidental loss, theft or damage of accompanying LUGGAGE, WE will indemnify the COVERED PERSON up to the amount shown on the SCHEDULE OF BENEFITS.

5B: DEPRIVATION OF LUGGAGE

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON has LUGGAGE delayed, misdirected or temporarily mislaid by the CARRIER for more than eight (8) consecutive hours, WE will reimburse reasonable expenses incurred by the COVERED PERSON to purchase essential replacement clothing and toiletries up to the amount shown on the SCHEDULE OF BENEFITS.

5C: MONEY AND TRAVEL DOCUMENTS

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON suffers financial loss following the accidental loss or theft of MONEY AND TRAVEL DOCUMENTS, WE will indemnify the COVERED PERSON up to the amount shown on the SCHEDULE OF BENEFITS.

CONDITIONS UNDER SECTION 5

The following conditions apply to Section 5 in addition to the General Conditions:

- (1) The COVERED PERSON must take all reasonable steps for the safety, protection and supervision of LUGGAGE and MONEY AND TRAVEL DOCUMENTS.
- (2) An EXCESS of \$100 applies in respect of each and every claim under Section 5, except where the claim relates to damage, loss or theft of ELECTRONIC EQUIPMENT in which case an excess of \$250 applies.
- (3) In the event of a claim the COVERED PERSON must:
 - (a) Provide proof of purchase and evidence of the value of the goods.
 - (b) Provide evidence that the items were accompanying the COVERED PERSON on the JOURNEY at the time of loss, for example any relevant ticket and luggage check.
 - (c) Substantiate loss or damage caused by any third party with police reports or written reports from the other party responsible, and the COVERED PERSON must provide these to US without delay.
- (4) At OUR discretion WE are entitled to take possession of any property which is the subject of a claim, and WE may deal with it as WE see fit.
- (5) In respect of items less than fifteen (15) years old WE have the option of repairing or replacing the articles with articles in the same condition, but not better or more extensive, than the articles were when new or by payment of the cost of the articles.
- (6) In respect of LUGGAGE:
 - (a) The maximum WE will pay for any item or set of items of ELECTRONIC EQUIPMENT is specified in the POLICY SCHEDULE.
 - (b) The maximum WE will pay for any other item or set of items is \$1,500, unless otherwise specified in the POLICY SCHEDULE.
- (7) In the event of a claim for loss or damage to a mobile phone or other telecommunications device we will only replace the device and will not be liable for any contractual charges relating to that device.
- (8) In respect of MONEY AND TRAVEL DOCUMENTS:
 - (a) Cover commences at the time it is collect from a financial institution or seventy-two (72) hours prior to commencement of the JOURNEY, whichever is later, and ends seventy- two (72) hours after the conclusion of the JOURNEY or when deposited at a financial institution, whichever occurs first.
 - (b) The maximum WE will pay for all claims arising out of any one event is \$2,000, regardless of the number of COVERED PERSONS.
- (9) The maximum WE will indemnify the COVERED PERSON In respect of loss arising from the unauthorised or fraudulent use of MONEY AND TRAVEL DOCUMENTS is \$1,000.

- (10) In the event an airline or other CARRIER loses or damages any item:
- (a) The COVERED PERSON must report it in writing to the CARRIER within twenty-four (24) hours; and
 - (b) The COVERED PERSON must get confirmation that the report was made and give it to US, along with details of any settlement made in relation to the loss or damage

EXCLUSIONS UNDER SECTION 5

The following exclusions apply to Section 5 in addition to the General Exclusions. WE will not pay for:

- (1) Loss, theft or damage which is not reported to the carrier or relevant authority within twenty-four (24) hours or for which a written report has not been obtained.
- (2) Loss due to confiscation by customs or any other lawful authority where the use or possession of item or items in question is unlawful.
- (3) Loss which is otherwise recoverable from any other source.
- (4) Loss of, theft of, or damage to:
 - (a) Any item which is sent under any freight agreement, including by postal or courier service, or which is transported under a bill of lading.
 - (b) Any vehicle or watercraft including their accessories (except for keys)
 - (c) Goods intended for trade or sale
 - (d) ELECTRONIC EQUIPMENT or jewellery which is checked in to be held and transported in the cargo hold of any conveyance, unless the carrier specifically instructs the COVERED PERSON to place the items in the cargo hold and no prior instruction or advice regarding this requirement was given to the POLICYHOLDER or the COVERED PERSON prior to checking in.
 - (e) Any item left UNSUPERVISED in a PUBLIC PLACE unless the COVERED PERSON has no option other than leave the item unattended due to an emergency medical, evacuation or security situation
 - (f) ELECTRONIC EQUIPMENT or jewellery which is left UNSUPERVISED in a motor vehicle,
 - (g) Any item left UNSUPERVISED in a motor vehicle, unless it is taken from a locked boot or locked concealed luggage compartment of a station wagon, hatchback, van or motor home between sunrise and sunset at local time and there is evidence of forced entry which is confirmed by written police report
 - (h) LUGGAGE that is fragile, brittle or an electronic component broken or scratched, unless:
 - (i) It is the lens of spectacles, binoculars, photographic or video equipment; or
 - (ii) The breakage or scratch was caused by a crash involving a vehicle in which the COVERED PERSON is travelling.
 - (i) Breakage or damage to sporting equipment whilst in use.
- (5) Wear, tear or depreciation of property or any damage caused by the action of insects or vermin, mildew, rust or corrosion, or any process of cleaning, repair or restoration.
- (6) Mechanical, electrical breakdown or malfunction
- (7) Loss due to devaluation of currency or shortages due to errors or omissions during monetary transactions
- (8) Loss of or damage to cheques, bank notes, postal or 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..
- (9) 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.

SECTION 6: PERSONAL LIABILITY

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON becomes legally liable for accidental bodily injury or property damage, WE will indemnify the COVERED PERSON for:

- (1) Damages and legal costs recoverable from the COVERED PERSON, and
- (2) Reasonable expenses incurred to investigate, defend or settle any claim.

The maximum WE will pay for all compensation, damages and expenses combined arising out of any one event or series of related events is the amount shown on the SCHEDULE OF BENEFITS against Section 6.

EXCLUSIONS UNDER SECTION 6

The following exclusions apply to Section 6 in addition to the General Exclusions. WE will not pay for:

- (1) Compensation, damages or legal expenses incurred in relation to bodily injury of any family member of the COVERED PERSON.
- (2) Compensation, damages or legal expenses incurred in relation to bodily injury suffered by any employee of the POLICYHOLDER or COVERED PERSON in the course of their employment.
- (3) Loss or damage to property owned by or in the control of the COVERED PERSON, or any family member that ordinarily resides with the COVERED PERSON.
- (4) Loss of or damage to property or any bodily injury arising out of ownership, use or possession of any mechanically propelled vehicle (other than golf buggies and motorised wheelchairs), aircraft or waterborne craft (except sailboards, surfboards, canoes, rowing boats, dinghies and other hand or foot propelled watercraft).
- (5) Loss or damage arising out of the business or trade or out of professional advice given by the COVERED PERSON.
- (6) Bodily Injury or property damage arising from the organised playing, training or practising of or for any sport, or arising from one player or participant causing bodily injury to another player or participant.
- (7) Loss or damage arising out of any contract unless liability would have arisen in the absence of that contract
- (8) Judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within New Zealand or the country in which the event occurred giving rise to the legal liability of the COVERED PERSON.
- (9) Any claim for exemplary, punitive or aggregated damages.

SECTION 7: RENTAL VEHICLE EXCESS WAIVER

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON hires a RENTAL VEHICLE from a rental company and it is involved in a collision while the under the control COVERED PERSON or it is damaged or stolen while in the custody of the COVERED PERSON, WE will reimburse the excess payable under the RENTAL VEHICLE agreement but only up to the amount shown on the SCHEDULE OF BENEFITS.

CONDITIONS UNDER SECTION 7

The following conditions apply to Section 7 in addition to the General Conditions:

- (1) As part of the arrangement to hire the RENTAL VEHICLE the COVERED PERSON must take all compulsory motor vehicle insurance provided by the rental company against loss or damage to the RENTAL VEHICLE during the hire period. Provided the compulsory insurance is taken up there is no requirement under the POLICY that the COVERED PERSON purchase any available excess buy back.
- (2) In the event of a claim the COVERED PERSON must provide US a copy of the repair account and/or quote, and a copy of the rental company agreement plus any other documentation WE may require.
- (3) Cover only applies under SECTION 7 when the COVERED PERSON hires a RENTAL VEHICLE in Australia.

EXCLUSIONS UNDER SECTION 7

The following exclusions apply to Section 7 in addition to the General Exclusions. WE will not pay for:

- (1) Loss arising from operation of the RENTAL VEHICLE in violation of the rental agreement.
- (2) Loss arising from operation of the RENTAL VEHICLE on any roadway that is inaccessible to two-wheel-drive vehicles.
- (3) Loss arising from use of the RENTAL VEHICLE to transport items other than LUGGAGE.
- (4) Loss arising from use of the RENTAL VEHICLE when the driver is affected by alcohol or any other drug in a way that is against the prevailing local law.
- (5) Loss arising from use of the RENTAL VEHICLE without the type of licence required for the purpose the COVERED PERSON was using it.

SECTION 8: HIJACK AND DETENTION

8A: HIJACK

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON is forcibly DETAINED for more than twelve (12) hours as a direct result of a HIJACK, WE will pay the COVERED PERSON \$100. WE will also pay the COVERED PERSON \$100 for each subsequent twenty-four (24) hour period they are DETAINED. The maximum WE will pay is shown on the SCHEDULE OF BENEFITS.

8B: DETENTION

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON is forcibly DETAINED for more than twelve (12) hours by a Government, State or other lawful authority for any reason that is not otherwise excluded, WE will pay the COVERED PERSON \$100. WE will also pay the COVERED PERSON \$100 for each subsequent twenty-four (24) hour period they are DETAINED. The maximum WE will pay is shown on the SCHEDULE OF BENEFITS.

SECTION 9: EMERGENCY ASSISTANCE

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON experiences a medical or other emergency, they should immediately notify DUAL ASSIST, an emergency assistance service provided for DUAL clients.

DUAL ASSIST can be contacted either direct or by reverse charges on +61 2 8016 9210

In accordance with the terms, conditions and cover of the POLICY, DUAL ASSIST may be able to provide the following:

- (a) 24 hour medical advice
- (b) Referral to a medical provider or facility
- (c) Translation of medical reports or advice
- (d) Medical monitoring
- (e) Payment of overseas hospital bills
- (f) Co-ordination of urgent and non urgent aero medical retrievals
- (g) Repatriation of incapacitated travellers (with or without escort)
- (h) Arranging wheelchair or porter assistance
- (i) Organising repatriation of mortal remains
- (j) Referral to airline, embassy or other providers
- (k) Assistance getting passports, travel tickets or other documents reissued
- (l) Re-routing of flights and itineraries
- (m) Communication to family members

The maximum WE will pay in total under this Section is the amount shown on the SCHEDULE OF BENEFITS for Section 9.

CONDITIONS UNDER SECTION 9

The following conditions apply to Section 9 in addition to the General Conditions:

- (1) The POLICYHOLDER and the COVERED PERSON must provide DUAL ASSIST with all documentation, information and other details requested in order to provide the above services.
- (2) Failure to follow the advice of DUAL ASSIST may limit entitlements under the POLICY.
- (3) Should assistance services be provided in good faith to a person who is not a COVERED PERSON, the POLICYHOLDER agrees to reimburse US for all incurred costs.
- (4) Services are provided on a best endeavours basis and there is no guarantee that all requests for assistance can be met.

SECTION 10: MISSED TRANSPORT CONNECTION

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON is officially scheduled to attend a conference, meeting or sporting match which cannot be delayed due to the late arrival of the COVERED PERSON, and as a result of unforeseen circumstances outside the control of the COVERED PERSON a transport connection is missed making it otherwise impossible to reach the scheduled destination in time for that event, WE will indemnify reasonable costs actually and necessarily incurred, less any available recovery, for the use of alternative scheduled transport services to enable the arrival of the COVERED PERSON at the original destination on time.

The maximum WE will pay in total under this Section is the amount shown on the SCHEDULE OF BENEFITS for Section 10.

EXCLUSIONS UNDER SECTION 10

The following exclusions apply to Section 10 in addition to the General Exclusions. WE will not pay for:

- (a) Any missed transport connection arising from a business commitment or contractual obligation of the COVERED PERSON or any travelling companion, business associate, RELATIVE of the COVERED PERSON
- (b) Any claim arising from the inability of any tour operator or wholesaler to complete arrangements due to a deficiency in the number of people required to commence any JOURNEY or tour.

SECTION 11: POLITICAL AND NATURAL DISASTER EVACUATION

If during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON is outside his or her usual COUNTRY OF RESIDENCE and:

- (1) Is advised, recommended or requested to leave by officials of that country or location; or
- (2) Falls within a category of persons advised to leave that country in a warning issued by the New Zealand Ministry of Foreign Affairs; or
- (3) There is wholesale seizure of the property or equipment of the POLICYHOLDER or COVERED PERSON in that country; or
- (4) A major natural disaster occurs in that country or location which necessitates the immediate evacuation of the COVERED PERSON to avoid INJURY or SICKNESS;

WE will pay up to the cost of an economy class airfare for the COVERED PERSON to return to his or her COUNTRY OF RESIDENCE or the nearest place of safety. If the COVERED PERSON is unable to return to his or her COUNTRY OF RESIDENCE, WE will also pay reasonable accommodation costs for the COVERED PERSON up to a maximum of \$250 per day for a period not exceeding fourteen (14) days.

The maximum WE will pay per COVERED PERSON is shown on the SCHEDULE OF BENEFITS for Section 11. The maximum WE will pay in aggregate for all claims which arise out of any one (1) INSURANCE PERIOD is \$100,000.

CONDITIONS UNDER SECTION 11

The following Conditions apply to Section 11 in addition to the General Conditions:

- (a) If a COVERED PERSON is required to leave the foreign country they are in, cover must be confirmed with DUAL ASSIST before any benefit is payable.

EXCLUSIONS UNDER SECTION 11

The following exclusions apply to Section 11 in addition to the General Exclusions. WE will not pay for:

- (c) Any loss or expense if the POLICYHOLDER or the COVERED PERSON violate the laws or regulations of the country from which he or she is to be evacuated;
- (d) Any loss or expense if the POLICYHOLDER or the COVERED PERSON fail to maintain immigration, work, residence or similar visas, permits or other similar authorisations; If the POLICYHOLDER or a COVERED PERSON breach any contractual obligations or bond to or fail to comply with any conditions in a licence, permit, visa or any similar authorisation;
- (e) Any loss or expense resulting from debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause.
- (f) Evacuation of a COVERED PERSON from a country of which he or she is a citizen or national;
- (g) Evacuation of an COVERED PERSON if the circumstances that necessitated the evacuation were in existence, had already occurred, or were reasonably foreseeable before the COVERED PERSON entered the country;
- (h) Expense necessarily incurred as part of any original travel budget.

SECTION 12: SEARCH AND RESCUE EXPENSES

If an during the INSURANCE PERIOD and whilst on a JOURNEY a COVERED PERSON is reported as missing and it becomes necessary for the police authorities or another recognised rescue provider to instigate a search and rescue operation, WE will reimburse the necessary and

reasonable costs incurred by the police authorities or a recognised rescue provider to locate the COVERED PERSON and return them to a place of safety, provided that:

- (1) It is known or believed the COVERED PERSON has sustained an INJURY or suffered a SICKNESS; or
- (2) Conditions are such that it becomes necessary to instigate a search and rescue operation in order to prevent the COVERED PERSON from sustaining an INJURY or SICKNESS.

The maximum WE will pay per COVERED PERSON is shown on the SCHEDULE OF BENEFITS for Section 12. The maximum WE will pay in aggregate for all claims which arise out of any one (1) INSURANCE PERIOD is \$100,000.

CONDITIONS UNDER SECTION 12

The following Conditions apply to Section 12 in addition to the General Conditions:

- (1) The COVERED PERSON must comply at all times with local safety advice and adhere to the recommendations prevalent at the time.
- (2) The COVERED PERSON must not knowingly endanger either their own life or the life of any other COVERED PERSON, or engage in any activity where the experience or skill levels of the COVERED PERSON fall below those reasonably required for participating in the activity.
- (3) WE must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- (4) Expenses are only payable for proportion of the total search and rescue operation that relates to the COVERED PERSON.
- (5) Costs will only be covered up to the point where the COVERED PERSON is recovered or at the time when the search and rescue authorities advise it is no longer viable to continue the search.
- (6) A written statement from the appropriate rescue authorities involved in the search must be obtained and provided to US in the event of a claim.
- (7) Where an event that gives rise to a valid claim under this Section is subsequently found to be covered another Section of this POLICY, the amount payable will be in addition to any other entitlement.

EXCLUSIONS UNDER SECTION 12

The following exclusions apply to Section 12 in addition to the General Exclusions. WE will not pay for:

- (1) Expenses incurred as a direct result of any COVERED PERSON sailing, yachting or undertaking other nautical activity or working as a seaman on any vessel or watercraft
- (2) Expenses incurred as a direct result of any COVERED PERSON undertaking scientific exploration or wilderness activity in remote areas more than 150 kilometres from permanent habitation or areas that are unmapped by the relevant territorial authority.

FAIR INSURANCE CODE

OUR POLICIES are Insurance Council of New Zealand's Fair Insurance Code compliant, apart from any claims adjusted outside New Zealand. Underwriters at Lloyds and DUAL New Zealand proudly support the Fair Insurance Code. The purpose of the Code is to raise standards of practice and services in the general insurance industry.

A copy of this Code is available by contacting DUAL New Zealand or from the Insurance Council website at www.icnz.org.nz.

PRIVACY STATEMENT

WE understand how important it is to safeguard YOUR personal information. OUR privacy policy explains how WE treat the personal information WE collect in the course of OUR business.

TYPE OF PERSONAL INFORMATION

WE act on behalf of certain underwriters at Lloyd's. WE collect relevant personal information from insurance brokers for the purposes of writing insurance policies for the insurance companies that WE represent. The personal information WE collect will be collected on behalf of the insurance company or for OUR own administration of those policies. This personal information will usually include name, age, gender, occupation, and contact details of applicants for insurance. Depending on the type of insurance cover required, WE may also collect details of previous claims, medical history and criminal records.

WE collect personal information about individuals who make claims against parties that WE have covered under the POLICY. For the purposes of assessing these types of claims, WE will usually collect the name, age, gender, occupation, and contact details of the claimant. WE may also collect details of the financial status of the claimant (e.g. loss of income). WE also collect some personal information of business contacts (names and contact details) for use in ordinary business dealings.

COLLECTION OF PERSONAL INFORMATION

(a) General

Personal information that relates to insurance policies and claims is normally provided to US by Insurance Brokers who have collected that information from insurance applicants. Occasionally personal information is provided to US directly from insurance applicants. WE will also collect personal information from individuals' representatives who make claims under the POLICY. If information is forwarded to US either electronically (e.g. in an e-mail) or by sending it to US as a hard copy document, WE will collect that information and use it for the purposes for which it was provided to US. All information received is stored electronically in-house.

(b) Website

WE collect personal information from individuals who complete quote and contact forms on OUR website. OUR website does not use cookies to collect personal information and does not store any personal information that is entered into the forms provided.

USE OF PERSONAL INFORMATION

WE will use the personal information provided by Insurance Brokers to:

- (a) Assess the risk of underwriting insurance policies;
- (b) Provide quotes for underwriting services;
- (c) Assess and investigate claims;
- (d) Arrange insurance cover with the insurance company that WE represent;
- (e) Carry out administration related to those services; and
- (f) Fulfil all OUR legal and regulatory requirements.

DISCLOSURE OF PERSONAL INFORMATION

The personal information WE collect will be treated as strictly confidential. WE will forward relevant personal information to certain underwriters at Lloyd's. WE may not forward all personal information collected to them, however, any such information will be available to them upon request.

WE sometimes need to pass personal information to third parties for assistance in evaluating risk or responding to claims. Accordingly, for the purposes of maintaining OUR business, WE may disclose personal information to any of the following third parties:

- (a) Insurance brokers;
- (b) Solicitors;
- (c) Emergency assistance and claims management companies;
- (d) Loss adjusters;
- (e) Goods and service providers;
- (f) Surveyors; and
- (g) Others as WE may be required to do by law.

WE will take reasonable steps to ensure that any personal information disclosed to a third party is protected by that party in accordance with the Privacy Act.

ACCESS TO PERSONAL INFORMATION

Upon written request, YOU may have access to YOUR personal information held by US, except in circumstances where access may be denied under the Privacy Act or any other applicable legislation.

Examples of these circumstances are:

- (a) Where providing access will pose an unreasonable impact on the privacy of another individual;
- (b) Where providing access would be unlawful, would pose a threat to the life or health of an individual, may prejudice an investigation of possible unlawful activity or, may prejudice enforcement of laws;
- (c) Where denying access is authorised by law.

To make a request for access to YOUR personal information, please contact OUR Privacy Officer using the contact details below. WE will endeavour to respond to a request for personal information within fourteen (14) days.

If personal information is provided to YOU as a result of a request, YOU may be charged a fee for costs incurred in providing that information such as photocopying, administration and postage. If access is denied WE will provide YOU with the reasons for OUR decision.

CORRECTION OF PERSONAL INFORMATION

If YOU believe that the personal information WE hold about YOU is inaccurate, incomplete or not up-to-date please let US know. Provided WE agree with YOU, WE will correct it. If WE do not agree with YOU, WE will place a statement of what YOU allege is correct where that personal information is kept and accessed.

CHANGES TO OUR PRIVACY POLICY

WE reserve the right to change this privacy policy at any time by publishing the varied privacy policy on OUR website. The varied policy terms will apply from the date they are posted on OUR website. YOU accept that by doing this, WE have provided YOU with sufficient notice of the variation and agree YOU will be provided with no separate notification.

CONSENT

By asking US to quote or insure YOU, YOU consent to the collection and use of the personal information YOU have provided to US for the purpose described above.

CONTACT US

If YOU have enquiries or wish to provide feedback about this privacy policy, please email or mail the Privacy Officer at reception@dualnewzealand.co.nz or Level 20, 191 Queen Street, Auckland 1010.

COMPLAINTS PROCEDURE

There are established procedures for dealing with complaints and disputes regarding YOUR POLICY or claim. All policy holders can take advantage of the complaints service.

STEP 1

Any enquiry or complaint relating to the POLICY or a claim should be addressed to either US or to the administrator handling YOUR claim in the first instance – in most cases this will resolve YOUR grievance.

WE/They will respond to YOUR complaint within ten (10) business days provided WE/they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, WE/they will agree to reasonable alternative timeframes with YOU. YOU will also be kept informed of the progress of YOUR complaint.

STEP 2

In the unlikely event that this does not resolve the matter or YOU are not satisfied with the way YOUR complaint has been dealt with, YOU should contact the Lloyd's General Representative at Lloyd's New Zealand:

Scott Galloway
Lloyd's General Representative in New Zealand
PO Box 5639
Wellington 6145
Email: scott.galloway@hazelton.co.nz
Telephone: +64 (0)4 472 7582

When YOU lodge YOUR dispute with Lloyd's, Lloyd's will usually require the following information:

- (a) Name, address and telephone number of the policyholder;
- (b) Type of insurance policy involved;
- (c) Details of the policy concerned (policy and/or claim reference numbers);
- (d) Name and address of the insurance intermediary through whom the policy was obtained;
- (e) Details of the reasons for lodging the dispute;
- (f) Copies of any supporting documentation YOU believe may assist in addressing YOUR dispute appropriately.

Following receipt of YOUR dispute, YOU will be advised whether YOUR dispute will be handled by either Lloyd's New Zealand or the Policyholder & Market Assistance Department at Lloyd's in London.

YOUR dispute will be acknowledged in writing within five (5) business days of receipt, and YOU will be kept informed of the progress of OUR review of YOUR dispute at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases YOU will receive a full written response to YOUR dispute within fifteen (15) business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

STEP 3

If YOUR dispute is not resolved in a manner satisfactory to YOU within 2 months, Lloyd's will then refer eligible clients to the Insurance and Financial Services Ombudsman (IFSO). The IFSO is an independent body that operates nationally in New Zealand and aims to resolve disputes between YOU and YOUR insurer. The IFSO can consider breaches of this Code and we are bound their decisions. If the IFSO decides that WE have significantly breached the Code, WE must report that breach to ICNZ.”

Further details are available at: www.iombudsman.org.nz.