

# Our Studentsafe Inbound Young Learners policy is designed for international students studying at a New Zealand primary, intermediate or high school.

### Why do You need medical and travel insurance?

Congratulations! You've made the decision to study in New Zealand. Studying and setting up a home in a new country is an exciting adventure. However, like all travel, this comes with some level of risk, and for this reason all international students studying in New Zealand are required, by the 'Code of Practice for the Pastoral Care of International Students', to have medical and travel insurance for the duration of their study. The Studentsafe Inbound Young Learners policy is designed for this purpose.



### **Policy Features**

The general information on this page does not form part of the Policy Wording but outlines some aspects of the insurance cover and how it is uniquely designed to protect international students.

### **Studentsafe Inbound Young Learners**

Non-New Zealand residents, who temporarily reside and study in New Zealand, and will be attending a primary, intermediate or high school are eligible for the Studentsafe Inbound Young Learner policy.

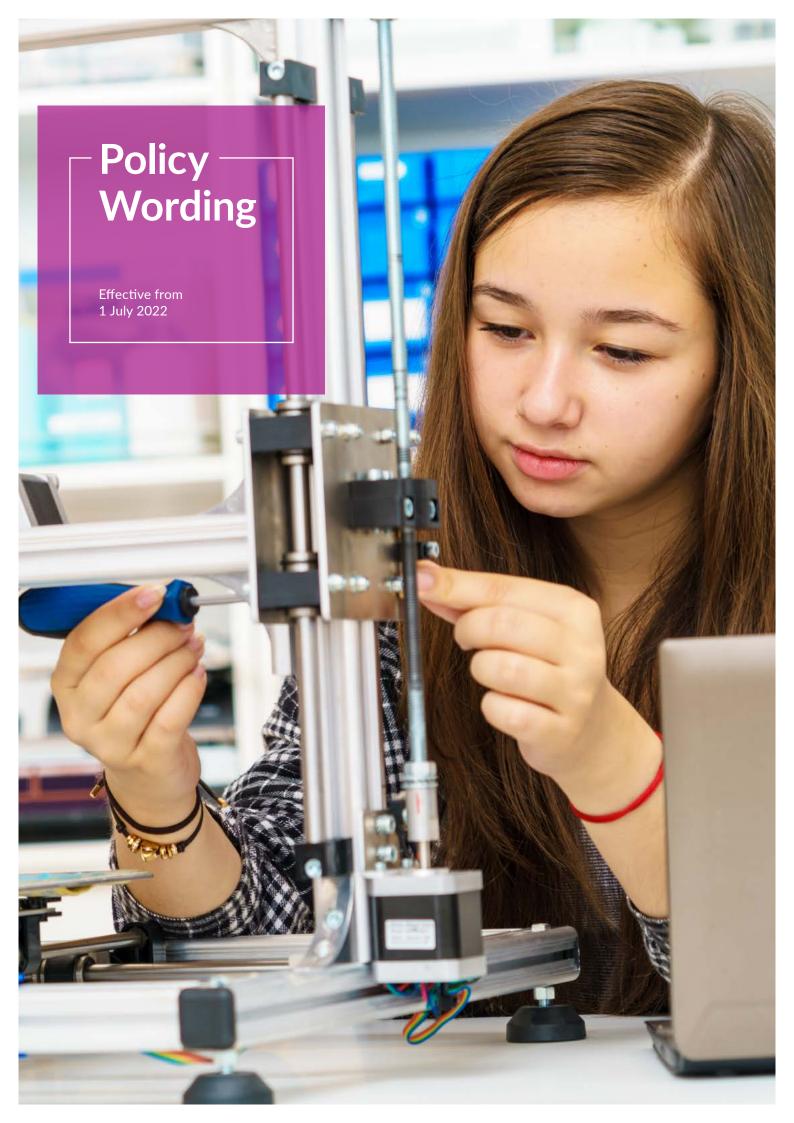
### This policy offers the following features:

- Cover for medical and repatriation expenses
- Cover for the student's travel to and from New Zealand
- Luggage and Personal Effects
- Cover for the New Zealand Ministry of Education's Education Outside the Classroom and Learning Experiences Outside the Classroom programs.
- Money
- Emergency assistance provided 24 hours/7 days a week
- Optical expenses
- Deprivation of luggage
- Kidnap and Ransom

### Policy extensions available:

- Increased cover for specified high value items
- Cover for Pre-existing Medical Conditions





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### **Schedule of Benefits**

The Schedule of Benefits sets out a summary only of the cover that is provided under each plan and the most We will pay in total for all claims under each section.

Where an 18 months policy duration has been selected, the maximum claimable amount will apply for each 12 month period or part thereof.

### **IMPORTANT** - Please note:

A maximum total limit applies for all claims by all Insured Persons under certain sections and other limits, sub-limits, conditions and exclusions apply. Where used, 'unlimited' only means that there is no capped dollar sum insured and all costs and expenses must be reasonable. Terms, conditions, limits and exclusions apply as set out in this Policy Wording.

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ECTION 8 - ACCIDENTAL DAMAGE TO HOMESTAY HOST'S PROPERTY \$500	000

### Introduction

International Students studying in New Zealand are required to be insured by a compliant insurance policy. This insurance is detailed in the Code of Practice for the Pastoral Care of International Students.

The intention of the Code is to ensure that international Students who study in New Zealand are comprehensively insured for the full duration of their planned study. The Code outlines the minimum level of benefits and cover that are required for an insurance policy to be compliant. Studentsafe Inbound Young Learners is Code compliant.

This policy is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622 and underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), ("Hollard"), Level 26, 188 Quay Street, Auckland 1010.

### **Your Policy**

This Policy Wording, any application form and any written confirmation issued by Us extending or limiting cover form the contract of insurance (referred to as 'Your policy' or 'this policy').

Please read this Policy Wording carefully and note the exclusions in each section and also the general conditions and exclusions, to ensure that You understand the cover provided by Us.

The benefit amounts detailed in the Schedule of Benefits under this policy are the maximum amounts payable under Your policy. Please note that sub-limits apply to some sections.

If You need any clarification on Your cover or the Policy Wording please contact Our Customer Care Team on Toll Free 0800 486 004 or email Us at help@insurancesafenz.co.nz

### **Group Master Policy**

Where You are being insured under a group master policy Your policy is arranged by an Educational Institution to provide cover for You. In consideration of You paying the premium (including any government levies and taxes) to the Educational Institution and meeting all obligations and conditions of this policy, We agree to indemnify You in the manner and to the extent set out in this Policy Wording. We will issue a master policy to the Educational Institution and a Record of Cover to You, provided We are supplied with Your email address by the Educational Institution.

### **Individual Direct Policy**

Where You have arranged Your policy directly with Us, a Certificate of Insurance will be issued and emailed to You.

### Who is Eligible to Become Insured Under This Policy

### **Group Master Policy**

Your eligibility to be insured under this policy must be confirmed to Us by the Educational Institution before any claim will be considered.

The persons eligible to become insured are:

 Non-New Zealand residents, who study at the Educational Institution and temporarily reside in New Zealand. No application is required for these people.

### **Individual Policy**

Non-New Zealand residents, who study, and temporarily reside in New Zealand are eligible for this policy.

### Important notice to students who require Pre-existing Medical Condition cover

If You require cover for Your Pre-existing Medical Condition(s), You must complete Our Medical Risk Assessment Form, and forward it to Us within 28 days of Your arrival in New Zealand. If We do not receive Your Medical Risk Assessment Form within 28 days of Your arrival in New Zealand, We will be unable to process Your medical assessment and Your Pre-existing Medical Condition(s) will remain excluded. On review of Your Medical Risk Assessment Form, We will confirm whether cover for the condition is approved. If We confirm cover, an additional premium may be payable.



### **Pre-existing Medical Conditions**

A Pre-Existing Medical Condition is any medical or physical condition or circumstance:

- a) which You were aware of, or ought to have been aware of: or
- b) for which advice, care, treatment, medication or medical attention had been sought, given or recommended; or
- c) which has been diagnosed as a medical condition, or a Sickness or which is indicative of a Sickness: or
- d) which is of such a nature to require, or which potentially may require medical attention; or
- e) which is of such a nature as would have caused a prudent, reasonable person to seek medical attention prior to the start of cover under this policy.

### **Group Master Policy**

Pre-existing Medical Conditions are not covered under this policy unless:

- a) The condition has been declared to Us and accepted by Us as an insured Pre-existing Medical Condition; or
- b) The condition was first diagnosed and coverage was provided under Your Studentsafe Inbound Young Learners policy.

### **Individual Policy**

Pre-existing Medical Conditions are not covered under this policy unless the condition has been declared to Us and accepted by Us as an insured Pre-existing Medical Condition.

**Note:** If You are changing from one type of policy to another type of policy, check with Us to ascertain if any change of health that may have arisen in the former policy type, remains covered.

### **Period of Insurance**

### **COVER START DATE**

### **Individual Policy**

Means the period from the commencement date shown in the Certificate of Insurance except for section 2(1) where cover shall start on the day the premium is paid.

#### **Group Master Policies**

The Period of Insurance starts on the later of:

- 31 days prior to the Course Start Date, including Transit from Your Country of Origin to New Zealand, for Students who were not insured under the Policy in the preceding term; or
- ii. Any date that We have otherwise agreed in writing.

#### CONTINUING COVER FOR RETURNING STUDENTS

For Students who were insured under the policy in the preceding term and who are continuing with their course of study, or enrolling in a further course of study at the Educational Institute, cover continues between terms. This includes full travel cover whilst in Transit between New Zealand and their Country of Origin or for holidays to Australia, Bali, Lombok and the Islands of the South Pacific.

### **Cover End Date**

### **Individual Policy**

Your return to your Country of Origin, or on the expiry date shown on the Certificate of Insurance, whichever occurs first.

### **Group Master Policies**

Cover ends at:

- 1. Your arrival in Your Country of Origin following completion of Your course of study; or
- 2. 150 days following Your Course End Date or to the expiry date of Your Approved Visa, whichever is the earlier, provided You have paid an Annual Premium in Your final year of study; or
- 3. You being repatriated under this policy to Your Country of Origin; or
- 4. Withdrawing from Your course of study and leaving New Zealand; or
- 5. Any date that We have otherwise agreed or notified to You in writing,

whichever happens first.

### **Annual Students**

Cover ends at:

- 1. Your arrival in Your Country of Origin following completion of Your course of study; or
- 2. on the expiry of Your current Approved Visa or
- 3. You being repatriated under this policy to Your Country of Origin; or
- 4. withdrawing from Your course of study and leaving New Zealand; or
- 5. any date that We have otherwise agreed or notified You in writing,

whichever happens first.

### **Part Year Students**

Cover ends at:

1. Your arrival in Your Country of Origin following completion of Your course of study; or

- 2. on the expiry of Your current Approved Visa provided You have paid the Appropriate Premium; or
- 3. You being repatriated under this policy to Your Country of Origin; or
- 4. withdrawing from Your course of study and leaving New Zealand: or
- 5. any date that We have otherwise agreed or notified You in writing.

whichever happens first.

### Travel and Transit Cover Outside New Zealand

### **Returning Students:**

- 1. You are covered in Transit to and from Your Country of Origin to New Zealand.
- 2. If You return to Your Country of Origin for a period not exceeding 90 days on a temporary basis You are covered for new claims occurring under Sections 1(2), Medical Expenses (up to \$200,000) and 2(1) Loss of Deposits.
- 3. Temporary visits up to 31 days to Australia, Bali, Lombok and the Islands of the South Pacific are covered during the Period of Insurance.

### All other Students:

1. You are covered in Transit to and from Your Country of Origin to New Zealand;

2. Temporary visits up to 16 days to Australia, Bali, Lombok and the Islands of the South Pacific are covered during the Period of Insurance.

### **Automatic Extension of Cover**

We will automatically extend the Period of Insurance for up to 90 days if Your return to Your Country of Origin is delayed due to a delay of transport or Your inability to travel due to any Sickness or Injury for which a claim is payable under this policy.

### **Students Who are Granted Residency**

Cover provided under Section 1 Medical and Related Expenses will cease 21 days after any Insured Person under this policy is granted a New Zealand residence class visa.



### Claim Excess

An Excess is the amount that will be deducted from Our settlement if You make a claim. The Excess applies under this policy to each separate event giving rise to a claim. The following Excesses apply automatically to claims under this policy:

- Section 3 Luggage, Personal Effects, Travel Documents, Money and Credit Cards. An Excess of \$100 applies to all items.
- 2. Sections 1, 2, 4, 5, 6 and 7 no Excess applies.

### **If Circumstances Change**

Any person insured under this policy must notify Us immediately if:

- 1. their visa permitting them to study or remain in New Zealand is cancelled or withdrawn:
- 2. their enrolment with the educational institute ceases or they withdraw from their course of study;
- 3. they are the subject of criminal investigations or prosecution;
- 4. any other insurance policy is cancelled or renewal refused by an insurer; or
- 5. any change of circumstance occurs or You know will occur, which may increase the amount of the risk, or the risk of loss, damage, liability, disablement, or the risk of insuring You.

You must notify Us immediately of any change in circumstances that has happened after the start of Your Period of Insurance or that You know is going to happen and which may increase the amount of the risk, or the risk of loss, damage, liability, disablement, or the risk of insuring You

If You do notify Us of a change, as detailed above, We may alter the premium and/or the terms of Your cover under the policy. If You do not comply with this obligation any loss, damage, liability or disablement that happens after the date of the change in circumstances may not then be insured and We may not continue to insure You.

### Your Duty of Disclosure

When You apply for insurance or alter this policy, You have a duty at law, to disclose to Us all material facts. A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

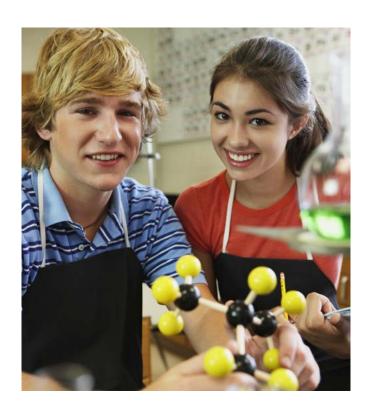
Examples of information You may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction subject to the Criminal Records (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past.

These examples are a guide only. If there is any doubt as to whether any particular piece of information needs to be disclosed, this should be referred to Us.

If You fail to comply with Your duty of disclosure it may result in:

- this policy being avoided retrospectively with the effect that the policy never existed;
- this policy being cancelled;
- the amount We pay if You make a claim being reduced; or
- Us refusing to pay a claim.



### General Conditions – Applicable to All Policy Sections Unless Specified Otherwise

### 1. AUTOMATIC REINSTATEMENT OF COVER

Your cover under Section 3 Luggage, Personal Effects, Travel Documents, Money and Credit Cards of this policy is subject to one automatic reinstatement without additional payment, following any one claim for loss or damage.

### 2. CLAIM OFFSET

There is no cover under this policy for any loss, event or liability which is covered under any other insurance policy or compensation scheme or which is covered to the extent free health care or treatment is readily available in New Zealand or under any reciprocal health agreement between the Government of New Zealand including Accident Compensation Corporation (ACC) and the Government of any other country.

We will however, pay the difference between what is payable under the other policy, medical scheme, Act of Parliament, reciprocal health agreement or such other source and what You would otherwise be entitled to recover under this policy.

### 3. CURRENCY

All amounts stated in the policy including the Schedule of Benefits are in New Zealand dollars.

### 4. LAW

This policy shall be governed by New Zealand law and any dispute or action in connection therewith shall be conducted and determined in New Zealand.

### 5. PROOF OF LOSS AND PHYSICAL EXAMINATION

You or any other person covered by this policy must immediately provide Us with full details of any claim made against You by any other person and all legal documents served on You or any other person covered by this policy. We may at Our own expense conduct any medical examination or arrange for an autopsy to be carried out.

#### 6. RENEWAL

Cover under this policy for any particular Student may be renewed by payment of the renewal premium. You are unable to renew Your cover under this policy retrospectively unless that renewal is expressly approved by Us.

Renewal of Your cover under this policy is at Our sole discretion.

### 7. REQUIRED INFORMATION

All claims must be notified to Us as soon as practicable and all medical certificates, accounts, receipts and information required by Us shall be provided at Your cost and in such form and in such reasonable time as We require. Original documents must be produced.

#### 8. SUBROGATION

We have the right to commence or take over legal proceedings in Your name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You must co-operate with Us and do nothing to hinder Our rights.

### 9. CORRECTNESS OF STATEMENTS AND FRAUD

If any claim under this policy is in any respect fraudulent, or if any false declaration is made or false or incorrect information is used in support of any claim, then We can, at Our sole discretion, not pay Your claim and cancel Your cover under this policy from the date that the incorrect statement or fraudulent claim was made to Us.

#### 10. GOVERNMENT CHARGES

All premium amounts include GST and New Zealand Government Fire Service Levies that You are legally required to pay.

### 11. REVIEW OF POLICY PREMIUM, EXCESS AND TERMS Group Master Policies

At the nominal renewal date each year We reserve the right to review as We deem appropriate the premium payable by any Insured Person under this policy and the terms and conditions of this policy.

During the Period of Insurance We reserve the right to change any Excess payable in the event of a claim by giving 28 days notice or to change the policy terms by mutual agreement.

#### 12. CLAIM CONDITIONS

It is a condition precedent to payment of any claim under this policy that:

- (i) You must provide Us with all reports, receipts, doctor's certificates, information and proof We reasonably require to help substantiate any claim.
- (ii) in the event of a loss, You must:
  - a. do as much as You can to prevent any further loss or expense;
  - b. direct all claims communications to Us;
  - as soon as possible after suffering Injury or Sickness, obtain and follow proper medical advice from a Medical Practitioner;

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- d. lodge a written claim against any person, party, hotel or transport provider who may be legally liable for Your loss, Injury or Sickness;
- e. You must not admit liability in respect of any loss.
- f. We have the option of returning You to Your Country of Origin for further medical treatment if You are medically fit to travel, on advice from Our medical advisor, and We will cover costs for Your repatriation. If You decline to return We will not pay for any ongoing Medical Expenses in New Zealand.
- (iii) If a claim payment is to be made outside of New Zealand then an administration fee may be charged to cover any additional costs that are incurred.

We reserve the right to direct You to Our chosen supplier of goods or services to fulfil Our obligations and indemnity under this policy.

### **Definitions:**

In this policy the following definitions apply:

- 1. Accidental Damage means damage You cause to any of Your Homestay Host's Household Chattels, Household Fixtures or Home in a sudden, unintended, unexpected and discernible event that is not the result of a deliberate act. Accidental Damage does not mean damage due to general wear and tear or damage that occurs gradually.
- 2. **Alternative Medical Treatment** means reasonable expenses necessarily incurred by You in respect of medical advice or treatment by chiropractors, acupuncturists, osteopaths, podiatrists, dieticians and nutritionists, provided they are registered members of a recognised professional body for that type of Alternative Medical Treatment provider.
- 3. **Annual Premium** means the premium set by Us and payable for cover under this policy for a full academic year.
- 4. **Appropriate Premium** means the Annual Premium charged, divided by 12 and multiplied by the number of months required for cover, between the Course Start Date and the expiry of the current Approved Visa. This includes any allowance for cover currently provided under this Policy Wording.
- 5. Approved Visa means:
  - a) an appropriate visa approved by Immigration New Zealand which allows you to study at a recognised educational body within New Zealand.
  - b) Australian citizens and permanent residents who are eligible to study in New Zealand without a visa or who travel on an Australian Resident Visa.

- 6. Approved Visa Expiry Date means the expiry of Your current Approved Visa in New Zealand, subject to a limitation for annual Students, when the expiry date extends 12 months past the Course Start Date then an Appropriate Premium shall be paid for the period of cover in excess of 12 months. This will include any allowance currently provided under the Policy Wording.
- 7. **Change in Vision** means the margin of change required to dispense new spectacle lenses, which is:
  - a) +/- 0.50 DS;
  - b) 0.50 DC;
  - c) 2 Snellen lines improvement in visual acuity;
  - d) 0.2 logMAR; or
  - e) to treat symptoms.
- 8. **Computer System** means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
- 9. **Country of Origin** is that country outside New Zealand in which You have established permanent residency and/ or is where Your travel commenced.
- 10. **Course Start Date** means the Student's start date of study.
- 11. **Course End Date** means the Student's completion date of study.
- 12. **Educational Institution** means an institution dedicated to education, a place where people of different ages gain an education, including primary and high schools, language schools, technical institutions and universities.
- 13. Excess means the amount that will be deducted from Our settlement if You make a claim. The Excess applies under this policy to each separate event giving rise to a claim. We reserve the right to review and change the amount of any Excess applying to this policy during the Period of Insurance.
- 14. Family means You and/or Your Spouse and Your financially dependent children and legal wards 18 years of age and under who remain in Your full custody and control.
- 15. **Financial Default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme or arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

16. Fire means a rapid and sudden and unexpected combustion, accompanied by a flame, spark or glow. It does not include a long-term predictable process such as scorching.

In addition:

- a. A Fire must be hostile and not friendly. A friendly Fire is one that is contained in the place intended for it.
- b. A hostile Fire is one that has spread beyond its intended place.
- 17. Fire Damage means sudden and unexpected physical damage to property (being that property defined in Section 3, paragraph 2 in this policy), caused by a Fire. Only direct damage caused by hostile Fire (including smoke from a hostile Fire) is covered by the Fire Damage section of the policy.
- 18. Hazardous means a risk likely to cause Injury or loss.
- 19. Home means internal walls and floors.
- 20. **Homestay Host** means the individual, family or household who provides accommodation to an international student in their usual place of residence, in which no more than 4 international students are accommodated.
- 21. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having 24 hour a day nursing service and medical supervision but does not include any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.
- 22. **Household Chattels** means carpets and loose floor coverings, curtains and internal blinds, furnishings and furniture, linen, towels, china, glassware, ornaments, domestic appliances and utensils, and white goods (such as fridges and washing machines).
- 23. **Household Fixtures** means air conditioners & heating systems, ovens, dishwashers, fixed ceiling fans and light fittings and plumbed in refrigerators.
- 24. **Indemnity Value** means the original purchase price less an allowance for depreciation (wear and tear) based on the age of the item. Depreciation will be applied at a reasonable rate determined by Us.
- 25. **Injury** means an external or internal bodily Injury caused solely and directly by violent, accidental, external and discernible means, including drowning.
- 26. Islands of the South Pacific means American Samoa, Cook Islands, Fiji, Kiribati, Nauru, New Caledonia, Niue, Norfolk Island, Samoa, Solomon Islands, Tahiti, Tonga, Tokelau, Tuvalu and Vanuatu.

- 27. **Kidnap, Kidnapping** or **Kidnapped** means the seizing, detaining, or carrying away of You by force or fraud for the purpose of Ransom demand.
- 28. **Manual Work** means work involving physical labour, including but not limited to, construction, installation and assembly. This does not include bar and restaurant work.
- 29. **Medical Expenses** means reasonable expenses necessarily incurred by You within 12 calendar months of sustaining an Injury or Sickness in respect of medical advice or treatment by a Medical Practitioner, nurse, Hospital or physiotherapist including ambulance hire and the cost of medical supplies prescribed by a Medical Practitioner.
- 30. **Medical Practitioner** means a person who is, or is deemed to be registered with the local country's medical authority as a practitioner of the profession of medicine and who holds a current practicing certificate.
- 31. **Period of Insurance** means the period between the Cover Start Date and Cover End Date for an Insured Person.
- 32. **Portable Computer** means a personal computer, desktop computer, tablet or other electronic device that has internet connectivity, data retrieval and data storage capability. A computer includes smart phones that have a purchase price in Excess of \$500.00.
- 33. **Pre-Existing Medical Condition** means any medical or physical condition or circumstance, including Mental Illness:
  - a) which You are aware of, or ought to have been aware of; or
  - b) for which advice, care, treatment, medication or medical attention has been sought, given or recommended; or
  - c) which has been diagnosed as a medical condition, or a Sickness or which is indicative of a Sickness; or
  - d) which is of such a nature to require, or which potentially may require medical attention; or
  - e) which is of such a nature as would have caused a prudent, reasonable person to seek medical attention prior to the start date of cover under this policy.
- 34. **Public Place** means but is not limited to shops, libraries, airports, train stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.
- 35. **Ransom** means any monetary loss which is incurred in the provision and delivery of cash, marketable goods, services or property to secure the release of You when Kidnapped.

- 36. **Relative** means Your Spouse, parent or step-parent or guardian, parent-in-law, grandparent, daughter, son, daughter or son-in-law, brother or sister, brother-in-law or sister-in-law.
- 37. **Rental Vehicle** means a motorised passenger vehicle, such as a sedan or station wagon, rented from a licensed motor vehicle rental agency. This does not include recreational vehicles, motorcycles, scooters or mopeds.
- 38. **Returning Student** means a Student engaging in full-time study in a course that is by nature continuous through a number of successive semesters of one or more academic years and who was insured under Studentsafe Inbound Young Learners in the preceding semester (Group Master Policy).
- 39. Serious Injury or Serious Sickness (in respect of a Relative or any other person on whose state of health the travel depends) means a life-threatening medical condition which first manifested itself during Your Period of Insurance.
- 40. **Sexually Transmitted Diseases** means diseases that are passed on from one person to another through sexual contact, and sometimes by genital contact the infection can be passed on via vaginal intercourse, oral sex, and anal sex.
- 41. **Sickness** means any illness or disease (including symptoms thereof).
- 42. **Spouse** means Your husband, wife, de-facto partner or civil union partner.
- 43. **Student** means a non New Zealand resident who is enrolled in a course of study.
- 44. **Terrorist Act** means an act, including but not limited to the use of force or violence and / or the threat thereof, by 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. Terrorism also includes any act that is verified or recognised by the local government as an act of terrorism.
- 45. **Total Disablement** means disablement which continues for 12 consecutive months and at that time is certified by a Medical Practitioner as being beyond hope of improvement, which results in Your complete inability to engage in or attend to any gainful employment for which You are reasonably qualified to perform by reason of education, training or experience or for which You may

- become fit to perform through rehabilitation and retraining.
- 46. **Transit** means travel including diversions to a maximum of 31 days to other countries enroute to or from New Zealand.
- 47. **Ultimate Net Loss** means the final amount of Ransom cost less any recoveries. If following Our payment, part or all of the Ransom is recovered, You are required to reimburse Us the value of the amount so recovered.
- 48. **Unattended in a Public Place** means an item can be taken without Your knowledge or at a distance from which You cannot prevent it from being taken.
- 49. **Unforeseen** means sudden, unexpected and unintended.
- 50. **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.
- 51. "We" or "Our" or "Us" means The Hollard Insurance Company Pty Ltd acting through AWP Services New Zealand Limited trading as Allianz Partners.
- 52. "You", "Your" and "Insured Person" means non-New Zealand residents who study and temporarily reside in New Zealand and who are eligible for cover.

Words in the singular include the plural and vice versa.

### General Exclusions Applicable to All Policy Sections

We will not pay under any section of the policy for any claim arising directly or indirectly from:

- 1. Your Pre-existing Medical Condition unless:
  - a) the condition had been declared and accepted by Us in writing as an insured Pre-existing Medical Condition(s); or
  - b) the condition was first diagnosed and coverage was provided under Your continuous policy.
  - c) cover is provided under Section 1(7) Mental Illness In New Zealand.
- 2. A Relative's Pre-existing Medical Condition or anyone on whose health Your travel depends.
- Air travel except as a passenger in a properly licensed passenger carrying aircraft, unless the air travel is required as part of the training for Your course of study. This does not apply to hot air ballooning.
- 4. Infertility, abortion or birth control.
- 5. Pregnancy or childbirth, if the pregnancy existed at the time cover under this policy was issued.
- 6. Pregnancy or childbirth, if the pregnancy commenced after Your cover under this policy was issued, except where such costs are incurred because of unexpected medical complications or emergencies that occur up to and including the 28th week of pregnancy, up to a maximum of \$100,000.
- 7. In respect to a child born during the Period of Insurance, We will not pay for congenital conditions or post-natal care or for any amount in excess of \$100,000 under Section 1 Medical and Related Expenses for the treatment of condition(s) occurring during labour or delivery.
- 8. Sexually Transmitted Diseases contracted during Your Period of Insurance, except as provided under Section 1 (13).
- 9. Hunting, racing (other than on foot), playing polo, professional sport, mountaineering, rock climbing using ropes or climbing equipment, pot holing, motorcycling unless the total engine capacity of the motorcycle is 200cc or less (a motorcycle licence must also be held at the time and place where the claim occurred), skydiving (unless under the supervision of a qualified instructor), hang-gliding, ocean yachting (unless cover has been approved by Us) or deliberate exposure to exceptional danger, including Hazardous pursuits. This exclusion does not apply where the activity is part of an Education Outside the Classroom or Learning Experiences Outside

- the Classroom program run by the Ministry of Education (http://eotc.tki.org.nz/).
- 10. Radioactive contamination or radioactivity in any form whatsoever, whether occurring naturally or otherwise.
- 11. War, civil unrest, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 12. Intentional use of military force to intercept, prevent or mitigate any known or suspected Terrorist Act, except for Section 1 Medical and Related Expenses and Section 2(2) Repatriation and Cancellation.
- 13. Any Terrorist Act, except under Section 1 Medical and Related Expenses and Section 2 (2) Repatriation and Cancellation.
- 14. You travel against medical advice or when You are medically unfit to travel.
- 15. Travel undertaken for the purpose of receiving medical treatment (whether or not this was the sole purpose for such travel) unless agreed to by Us prior to the departure date for the travel.
- 16. Depression, stress, anxiety, mental or nervous disorder, suicide or attempted suicide or self-Injury, except as detailed under Section 1 (7) Mental Illness in New Zealand, Section 1(8) Accompanying Relatives Travel Cost to New Zealand, Section 1(11) Funeral Expenses and Section 2(2) Repatriation and Cancellation.
- 17. Diving underwater using an artificial breathing apparatus unless You hold a current open water diving license and You are diving within the limits of the licence or You were diving under licensed instruction.
- 18. Hazardous or Manual Work (except of an academic nature).
- 19. You being under the influence and/or drugs, except for costs as specified under section 1(8) accompanying relatives travel costs to New Zealand and section 1(11) funeral expenses, section 2(2) repatriation and cancellation up to a maximum sum insured of \$10,000.
- 20. You engaging in any activity associated with any criminal act.
- 21. Government intervention.
- 22. Any loss or damage caused by You or as a result of You not following the advice in the mass media or any Government or other official body's warning:
  - a) against travel to a particular country or parts of a country;
  - b) of a strike, riot, bad weather, civil commotion, or contagious disease.

- 23. An actual or likely epidemic or pandemic, or the threat of an epidemic or pandemic, except as follows:
  - a) under Section 1 (Medical and Related Expenses); and
  - b) under Section 2.9 (Epidemics and Pandemics),

provided that You did not commence Your travel against the New Zealand government's advice or against local government advice in Your Country of Origin or at Your overseas destination.

Refer to www.who.int for further information on epidemics and pandemics.

- 24. Your failure to follow Our direction.
- 25. Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:
  - a) any unauthorised, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any Computer System;
  - any error or omission involving access to, or the processing, use, or operation of any Computer System;
  - c) any partial or total unavailability or failure to access, process, use, or operate any Computer System; or
  - d) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

# Section 1: Medical and Related Expenses

### 1. MEDICAL EXPENSES

We will reimburse You for all reasonable and necessary Medical Expenses incurred for the treatment of an Injury or Sickness suffered during the Period of Insurance, including the costs associated with medical evacuation which must be pre-approved by Us.

Medical Expenses that are payable under this policy are subject to the below detailed sub-limits and extensions:

### 2. SICKNESS OR INJURY OCCURRING IN YOUR COUNTRY OF ORIGIN

The maximum claimable amount for Medical Expenses incurred for Sickness or Injury occurring whilst You have temporarily returned to Your Country of Origin is limited to \$200,000.

### 3. CONTINUING TREATMENT IN YOUR COUNTRY OF ORIGIN

Following Your repatriation to Your Country of Origin and provided Your claim under section 1(1) Medical Expenses has been accepted by Us, We will pay for Your continuing Medical Expenses to a maximum of \$20,000, provided any costs covered under this section are incurred within 12 months from the date of Your first valid claim relating to the Injury or Sickness.

### 4. ALTERNATIVE MEDICAL TREATMENT IN NEW ZEALAND

The maximum amount We will pay under this Section for Alternative Medical Treatment in New Zealand is \$500 for expenses necessarily incurred by You within 12 months of sustaining an Injury or Sickness. There is no cover for Alternative Medical Treatment provided outside New Zealand.

#### 5. EMERGENCY DENTAL

We will reimburse You up to \$500 for the cost of treatment for:

- (a) Injury to teeth;
- (b) the relief of sudden and acute pain using antibiotics, temporary dressings or extraction.

We will not pay for elective treatment, oral surgery or normal dental maintenance. Normal dental maintenance includes new or replacement fillings, root canals, polishing and scaling, fitting or maintenance of braces or other dental appliances, replacement due to loss of dental bridges, restoration work, caps, crowns, precious metal costs or pins and fittings, periodontal, titanium implants or any work resulting from lack of regular dental maintenance and / or hygiene.

#### 6. OPTICAL IN NEW ZEALAND

We will reimburse You up to a maximum of \$200 per year for a visit to an optometrist in New Zealand including the cost of spectacle frames, prescription lenses and contact lenses if:

- (a) Your optical aids are lost, stolen or damaged; or
- (b) You require new lenses as a result of a Change in Vision.

There is no cover for optical treatment provided outside New Zealand.

### 7. MENTAL ILLNESS IN NEW ZEALAND

Subject to a maximum claim limit of \$20,000 We will reimburse You for all reasonable Medical Expenses incurred in New Zealand for the treatment of depression, stress, anxiety, mental or nervous disorder, suicide or attempted suicide or self-Injury. There is no cover for Medical

Expenses incurred outside New Zealand for the treatment of Mental Illness.

### 8. ACCOMPANYING RELATIVES TRAVEL COSTS TO NEW ZEALAND

If You are hospitalised in New Zealand for a critical condition and medical circumstances dictate, We will pay for the reasonable return airfare (economy class), transportation and accommodation charges incurred for up to two of Your Relatives to attend You and/or escort You to Your Country of Origin, or in the event of Your death to accompany Your remains back to Your Country of Origin. We will pay up to the policy's Maximum Benefit set out in the Schedule of Benefits. General Exclusions 16 and 19 do not apply to this benefit and payment is subject to Our prior written agreement.

### 9. RESIDENTIAL NURSING BENEFIT AND SCHOLARSHIP STUDENT LIVING ALLOWANCE

If following Hospital treatment in New Zealand, which was covered under Section 1(1) Medical Expenses, it is deemed medically necessary for You to receive home-based nursing care and We will pay up to \$125 per day, subject to a maximum of \$2,500, for the reasonable cost of a nurse to attend to You in Your New Zealand residence.

A cost of living allowance of \$100 per day is payable up to a maximum of \$3,000 if as a consequence of a claim under Section 1(1) Medical Expenses:

- You are a Scholarship Student receiving a recognised scholarship which includes payment of Your living expenses during Your study; and
- Your Scholarship is suspended or withdrawn under the terms of the Scholarship due to Your inability to engage in study.

### 10. INCIDENTAL HOSPITAL EXPENSES

A cash benefit of \$100 for every continuous 24-hour period You are confined to Hospital as an in-patient due to Injury or Sickness.

### **11. FUNERAL EXPENSES**

Where Your death occurs, in all circumstances, regardless of proximate cause, we will pay for either:

- (a) the reasonable costs for Your funeral and for related expenses if You are buried or cremated at the place of death; or
- (b) for repatriation of Your remains and property, as well as accompanying relative costs,

up to the policy's maximum benefit. The accidental death benefit will still require a coroner's report.

#### 12. SEARCH AND RESCUE

We will pay up to \$10,000 towards Your proportion of the costs of a private search within New Zealand (excluding land more than 100 kilometres from the North or South Islands) if You are declared missing, during the Period of Insurance, provided that:

- i. One of Your Relatives requests the search;
- ii. The search is approved by the local authorities;
- iii. The search commences within 72 hours of the official notification that You are missing;
- iv. Any official search has been abandoned;
- v. You have complied at all times with local safety advice and have adhered to recommendations prevalent at the time:
- vi. You have not knowingly endangered Your own life or the life of any other person or engaged in activities where Your experience or skill level fall below those reasonably required to participate in such activities.

#### 13. SEXUAL HEALTH

We will pay the costs incurred for a sexual health consultation including any recommended tests and any medication prescribed to treat a Sexually Transmitted Disease. The maximum amount we will pay under this section is \$215.

### EXCLUSIONS APPLYING TO SECTION 1 MEDICAL AND RELATED EXPENSES

We will not pay for:

- 1. Any Pre-Existing Medical Condition unless it:
  - (a) has been declared to and accepted by Us as an insured Pre-Existing Medical Condition; or
  - (b) was first diagnosed and coverage was provided under Your continuous Policy.
  - (c) cover is provided under Section 1(7) Mental Illness In New Zealand.
- 2. Any charges or Medical Expenses You incur if You fail to return to Your Country of Origin or to an alternative location at Our direction once You may, in the opinion of Our medical adviser, have safely undertaken to do so or after You fail to follow Our advice or instruction.
- 3. Expenses relating to the continuation or maintenance of any course of treatment You were receiving prior to the commencement of this policy or replenishment of prescribed medications being taken by You prior to Your departure from Your Country of Origin, unless:
  - 1. the prescribed medication was lost or damaged; or

- 2. cover is provided under Section 1(7) Mental Illness in New Zealand.
- 4. Expenses arising from elective surgery or elective medical treatment, unless otherwise agreed in writing by Us.
- 5. Any expenses incurred more than 12 calendar months after the date of Injury or the expiry of Your cover under this policy whichever occurs last, or in the case of Sickness, more than 12 calendar months after the date on which the first Medical Expense is incurred or the expiry of Your cover under this policy whichever occurs last, (excluding cover under Section 1 (4) Alternative Medical Treatment.)
- 6. Drugs or medications that are not:
  - (a) prescribed by a Medical Practitioner; or
  - (b) medically necessary for the treatment of a covered medical condition: or
  - (c) listed in the New Zealand Pharmaceutical Schedule managed by the Pharmaceutical Management Agency which lists prescription medicines and related products subsidised by the New Zealand Government, via the Ministry of Health.
- 7. Renewal of disposable contact lenses.
- 8. Residential home care except as provided in Section 1(9) Residential Nursing Benefit and Scholarship Living Benefit.
- 9. Health screening, medical and dental reviews or vaccinations.
- 10. Medical costs for immigration application or clearance.
- 11. More than one claim for accompanying relative costs under Section 1(8) Accompanying Relatives for the same Relative, condition or event.
- 12. You commencing Your travel against the New Zealand Government's advice, or against local government advice in Your Country of Origin or at Your overseas destination.
- 13. The extraction of wisdom teeth unless these have become impacted.

### Section 2: Repatriation And Travel Disruption

### 1. LOSS OF DEPOSITS

We will reimburse You for the non-recoverable, unused portion of travel, accommodation, educational fees or other deposits paid for in advance by You following cancellation, alteration or amendment of Your travel due to:

- (a) The Unforeseen death, Serious Injury or Serious Sickness of a Relative or travelling companion; or
- (b) You suffering an Injury or Sickness during the Period of Insurance.

#### 2. REPATRIATION AND CANCELLATION

We will reimburse You, or pay where We agree circumstances necessitate, for the expenses reasonably and necessarily incurred in addition to those already budgeted for, or likely to be incurred during the Period of Insurance but less any refund on unused prepaid travel and accommodation arrangements, as a result of:

- (a) You having to return to Your Country of Origin during the Period of Insurance due to the Unforeseen death, Serious Injury or Serious Sickness of a Relative or travelling companion.
- (b) You suffering an Injury or Sickness during the Period of Insurance.
- (c) Any other Unforeseen circumstance not covered elsewhere in the policy which is outside Your control other than those circumstances described in (a) and (b) above or specifically described elsewhere in the policy.

Note: General Exclusions 16 or 19 shall not apply to a claim under Section 2 (b). However, the claimable benefit under General Exclusion 16 will be limited to a maximum limit of \$25,000 and the limit to apply under General Exclusion 19 will be a maximum of \$10,000.

### 3. RESUMPTION OF TRAVEL

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If You wish to resume Your original trip following a valid claim under Section 2 (2) Repatriation and Cancellation, We will pay the reasonable additional costs of an economy class air fare to return You to the same location You were in prior to Your claim, up to the policy's Maximum Benefit. Provided:

 a. Your resumption of travel takes place within six months of the date of loss recorded on Your claim for Section 2(2) Repatriation and Cancellation; and

- b. at least 28 days of the original Period of Insurance was remaining when the event that necessitated Your return occurred: and
- c. Your resumption of travel is necessary for educational purposes such as completing examinations, lectures or research commitments or an existing academic course.

#### 4. FALSE ARREST EXPENSES

The reasonable legal costs actually and necessarily incurred by You as a result of Your false arrest or wrongful detention, during the Period of Insurance, by any legally recognised foreign Government.

#### 5. HIJACK CASH

A cash benefit of \$100 for every continuous 24-hour period that You are detained as a result of the public transport in which You are travelling being hijacked, up to the benefit maximum of \$2,000.

### 6. RENTAL VEHICLE RETURN

The reasonable costs incurred in returning Your Rental Vehicle to the nearest Rental Vehicle depot if You are unable to return it yourself due to Your Sickness, Injury or death, but only where You are liable for such costs under the hire agreement.

### 7. TRAVEL DELAY

If Your travel arrangements are delayed for at least 6 consecutive hours due to any Unforeseen cause beyond Your control, We will pay for Your reasonable additional costs necessarily incurred due to the delay, including the costs of meals, which are not recoverable from any other source.

### 8. MISSED TRANSPORT CONNECTION

If Your scheduled public air transport service is cancelled or curtailed due to riot, strike or civil commotion, natural disaster or severe weather conditions, or You miss Your connecting scheduled public air transport service due to any unforeseeable circumstance beyond Your control We will pay up to the maximum benefit for the additional necessary and reasonable travel and accommodation expenses, appropriate to the Journey being undertaken that You incur to arrange alternative transport to enable You to maintain Your original travel itinerary, provided that:

- a. there was no warning that the cancellation may occur;
- b. You have made reasonable efforts to avoid any additional expenses; and
- c. refunds on unused tickets or travel vouchers have been applied for.

The amount claimable under this section will be less any amounts refundable for unused tickets or vouchers

#### 9. EPIDEMICS AND PANDEMICS

Important: Any cover that applies under Section 2.9 Epidemics and Pandemics does not extend to reimbursement of Your course fees, educational provider fees or the costs of any accommodation at halls of residence or any other campus or student accommodation.

You only have cover under this section if You did not commence Your travel against the New Zealand government's advice or against local government advice in Your Country of Origin or at your overseas destination.

If, during Your Period of Insurance,

- a) You are diagnosed with an epidemic or a pandemic disease and cannot commence or complete Your travel; or
- b) You are quarantined or ordered into mandatory isolation by order of any government or local authority based on their suspicion that You have been exposed to an epidemic or pandemic disease; or
- You are denied boarding on any scheduled public transport service based on the suspicion that You have an epidemic or pandemic disease and You incur costs for additional accommodation and meals.

cover under Section 2 (Repatriation And Travel Disruption) is extended for Your non-recoverable, unused travel expenses or additional travel expenses necessarily incurred by You in relation to the events described in a), b) and c) above.

The maximum amount We will pay for any claim under Section 2.9.c) is \$200 per day up to a maximum of \$1,400.

There is no cover for any lockdowns, changes in government alert levels, quarantine or mandatory isolation that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where You are traveling to, from, or through.

### EXCLUSIONS APPLYING TO SECTION 2 - REPATRIATION AND TRAVEL DISRUPTION

### We will not pay for any claims arising from or in relation to:

- 1. Your Pre-Existing Medical Condition unless it:
  - (a) has been declared and accepted by Us in writing as an insured Pre-Existing Medical Condition; or

- (b) was first diagnosed and coverage was provided under Your continuous Policy.
- (c) cover is provided under Section 1(7) Mental Illness In New Zealand.
- 2. The Pre-Existing Medical Condition of a Relative or anyone on whose state of health Your journey depends.
- 3. Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a warning in the news media or current notifications by the local Government or New Zealand Government (MFAT) Safe Travel web site, before the date the travel was booked, that such events were likely to occur.
- 4. Carrier caused delays where the costs are recoverable from the carrier.
- 5. Any business or financial or contractual obligation or commitment of You or of any other person on whom the travel depends.
- 6. Any change of plans or disinclination to travel on Your part or of any other person on whom the travel depends.
- 7. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
- 8. The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism-related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own Financial Default or the Financial Default of any person, company or organisation with whom or with which they deal.
- Any missed transport connection arising from any business or financial or contractual obligation or commitment of You or of any other person on whom the travel depends.
- 10. A special event which could have been rescheduled to a later time to coincide with Your late arrival.
- 11. Any industrial disputes that You were aware of prior to the booking of Your travel.
- 12. You not having the appropriate passport, visa or work permit documentation required by any foreign government or foreign power.
- 13. More than one repatriation in relation to the same Relative, condition or event.
- 14. You commencing Your travel against the New Zealand Government's advice, or against local government advice in Your Country of Origin or at Your overseas destination.

- 15. Any lockdowns, changes in government alert levels, quarantine or mandatory isolation that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where You are traveling to, from, or through.
- 16. Course fees, educational provider fees or the costs of any accommodation at halls of residence or any other campus or student accommodation under Section 2.9 (Epidemics and Pandemics).

### **Section 3:**

### Luggage, Personal Effects, Travel Documents, Money and Credit Cards

We will indemnify You should any of the events described below occur during the Period of Insurance.

### 1. LOST OR DAMAGED PROPERTY

For accidental loss of or damage to Your accompanied luggage; personal effects normally worn or carried on the person; Portable Computers or other portable electronic equipment; portable sporting equipment (including bicycles); portable musical equipment and personal documents (including papers, specifications, manuscripts and stationery).

At our discretion we may elect to repair or replace the property or we will pay the present day value of the lost or damaged item, after making an allowance for depreciation and wear and tear.

In the event of a claim, the maximum amount We will pay for any one item, set or pair of items is \$2,500. This item limit includes the value of any attached or unattached accessories.

High value specified items - You can apply to Us to insure items of higher value than the policy item limit. You will need to complete a specified item form to insure the item and will be required to pay an additional premium per 12 month period. The maximum insurable value for any specified item, set or pair of items is \$5,000. In the event of a claim You must be able to support Your claim with receipts or valuations.

### 2. FIRE DAMAGE TO PROPERTY

Fire Damage to accompanied luggage; personal effects normally worn or carried on the person; Portable Computers or other portable electronic equipment; portable sporting equipment (including bicycles); portable musical equipment and personal documents (including papers, specifications, manuscripts and stationery).

In the event of a claim, the maximum amount We will pay for Fire Damage is \$5,000.

#### 3. DEPRIVATION OF LUGGAGE

For emergency replacement of essential luggage if Your luggage is delayed, misdirected or temporarily misplaced by any carrier for more than 8 consecutive hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items You needed to purchase must be supplied. Claims are limited to a maximum of \$1,000. Any amount paid under this section will be offset against any amount claimed under section 3(1) Lost or Damaged Property.

### 4. REPLACEMENT OF TRAVEL DOCUMENTS

For the non-recoverable cost of replacing travel documents, credit cards and traveller's cheques accidentally lost or damaged, up to a maximum of \$3,000.

#### 5. UNAUTHORISED USE OF TRAVEL DOCUMENTS

For Your legal liability for payment arising out of the unauthorised use of Your travel documents, credit cards or travellers cheques which are stolen during the Period of Insurance by any person other than You, Your Relative or travelling companion, up to a maximum of \$5,000 for an individual.

#### 6. MONEY

For accidental loss of cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments taken with You. The maximum amount payable is \$1,000.

### BASIS OF SETTLEMENT UNDER THIS SECTION

For clarification in calculating the depreciated value for computers or other portable electronic equipment, no depreciation will be applied to items purchased new within the last 6 months. For items over 6 months old the following rates of depreciation will apply:

- Item purchased between 6 months and 1 year prior to incident 15%
- Item purchased between 1 and 2 years of prior to incident 30%
- Item purchased between 2 and 3 years of prior to incident 60%
- Item purchased more than 3 Years prior to incident 80%

For all other luggage and personal effects depreciation will be calculated as follows:

### Items Under 2 years of age

For items that are less than 2 years old, the present day value of the item is calculated by using the lesser of the purchase price, or the replacement price of the item(s).

#### Items Over 2 years of age

If an item is more than 2 years old, present day value of the item is calculated by applying a minimum 20% depreciation per annum (from the date of purchase) to the lesser of the purchase price or current replacement price of the item. Depreciation may be measured by using the current second hand value of the lost or damaged item.

### Items where the age of the item cannot be determined

If You cannot establish the purchase date of any item, present day value of the item is calculated by applying a minimum of 50% depreciation, (which may be increased further based upon Our assessment of the age of the item) to the lesser of the purchase price or current replacement price of the item.

#### **CONDITIONS**

It is a condition precedent to payment of any claim under this Section that:

- a. all losses including damage attributable to theft or vandalism be reported to the local police or appropriate authority within 24 hours after the discovery of the loss and a written acknowledgement of the report obtained;
- any loss or damage to personal baggage whilst in the custody of the carriers (e.g. an airline or bus company) must be notified to them immediately and a property irregularity report obtained;
- any loss of credit cards, traveller's cheques or travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken;
- d. You must take all reasonable precautions for the packing, safety and supervision of any item(s) including Portable Computers, portable electronic property, personal effects, travel documents, money and credit cards;
- e. You must not leave any item(s) unlocked or Unattended in a Public Place:
  - i. items must not be left in an unlocked or Unattended building, and if left in a locked vehicle they must be stored in a locked luggage compartment and not visible from outside of the vehicle.
  - ii. items must not be left in a vehicle overnight;
  - iii. You must not leave any item(s) unlocked or Unattended in a Public Place or in any unlocked and Unattended building or vehicle at any time, nor in a vehicle overnight;
- f. You must secure Portable Computers and portable electronic property in a locked premise, safe or strong room or out of sight in a locked vehicle and carry such items as personal hand luggage when travelling;

g. any loss by Fire or for Fire Damage is limited to a maximum of \$5.000.

**EXCLUSIONS** 

We will not pay for:

- 1. Reinstatement, replacement or damage to any electronic data or software.
- 2. Scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment or binoculars.
- 3. Damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
- 4. Any item(s) shipped under a freight agreement, sent by a postal or courier service, or purchased over the internet.
- 5. Losses due to depreciation or devaluation of currency.
- 6. Loss or damage arising from the confiscation or destruction by customs or any other authority.
- 7. Loss or damage to household furniture, household appliances being used by You for domestic use, business property and electronic equipment that is not a Portable Computer.
- 8. Loss of or damage to sporting equipment including surfboards, sailboards, boogie boards and bicycles whilst in use.
- 9. Loss of data or any consequential loss.
- 10. Item(s) left unlocked or in any unlocked and unattended building or vehicle at any time, or items left in a vehicle overnight.
- 11. Items left with a person You cannot identify or Unattended in a Public Place.
- 12. More than \$10,000 in total for any claim under this Section in respect of insured items left in a vehicle.
- 13. Loss to or damage of spectacle frames, prescription lenses or contact lenses. These items are only claimable under Section 1(6) Optical.
- 14. Portable Computers and portable electronic property, unless they are stolen from locked premises, safe or strong room or if left in a locked vehicle they must be stored in a locked luggage compartment and not visible from outside of the locked vehicle.
- 15. Loss or damage for any electronic device caused by the malfunction of that device.
- 16. More than \$5,000 for any claim due to Fire Damage.
- 17. Loss of money except when at the time of the loss or damage the money was on Your person, or was in Your

room while You were present in the same room, or in a locked safe.

#### **EXCESS**

We will not pay the first \$100 for any claim under the Luggage, Personal Effects, Travel Documents, Money and Credit Cards section of the policy.

### Section 4: Death or Total Disablement by Injury

### 1. DEATH OR TOTAL DISABLEMENT BY INJURY

In the event of an Injury resulting in Your death or Total Disablement during the Period of Insurance, or within 12 calendar months of the Injury, We will pay Your estate up to \$50,000.

### 2. EXPOSURE

We will pay Your estate up to \$50,000 if, as a result of an Injury, You are exposed to the elements and as the result of that exposure within 12 calendar months suffer death or Total Disablement.

### 3. DISAPPEARANCE

We will pay Your estate up to \$50,000 if Your body is not found within 12 calendar months after an accident involving the conveyance in which You were travelling, death will be presumed in the absence of any evidence to the contrary.

### **CONDITIONS**

- 1. After the occurrence of any of the events, all cover under this Section shall cease.
- 2. Benefits shall not be payable for more than one of the events.
- 3. Benefits payable for the death of financially dependent children and/or legal wards 18 years of age and under shall be limited to a maximum benefit of \$10,000.
- 4. All compensation is payable to Your estate.
- 5. In the event of an Injury resulting in Your death, a coroner's report must be provided.

### EXCLUSIONS APPLYING TO SECTION 4 - Death or Total Disablement by Injury

We will not pay for any claim which directly or indirectly arises from or is caused by any type of Sickness, infection or contagion, even if contracted through an Injury. This exclusion shall not apply to medically-acquired infections or blood poisoning.

# Section 5: Personal Liability

We will pay all damages, compensation and legal expenses, up to the maximum benefit specified in the Schedule of Benefits for which You become legally liable during the Period of Insurance as a result of Your negligence causing:

- 1. Bodily Injury (including death or Sickness) of another person.
- 2. Loss of or damage to property.

#### **CONDITIONS**

It is a condition of payment under this Section that You do not admit fault or liability to any other person without Our prior written consent.

### EXCLUSIONS APPLYING TO SECTION 5 - PERSONAL LIABILITY

We will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

- 1. Bodily Injury (including death or Sickness) to You or to any member of Your Family ordinarily residing with You.
- 2. Bodily Injury (including death or Sickness) to any of Your employees arising out of or in the course of employment.
- 3. Loss of or damage to property owned by or in the control of You or any member of Your Family ordinarily residing with You.
- 4. Loss or damage to property that is in Your custody or control (unless it is accidental loss or damage to residential property owned by Your educational provider, landlord or home-stay in which case We will pay up to a maximum amount of \$500,000).
- Loss of or damage to property or bodily Injury (including death or Sickness) arising out of Your ownership, use or possession of any mechanically propelled vehicle, aircraft or water-born craft.
- 6. Loss of or damage to property or bodily Injury (including death or Sickness) arising out of Your business or trade or occupation, or out of professional advice given by You.
- 7. Any contract unless such liability would have arisen in the absence of that contract.
- 8. Loss or damage or bodily Injury (including death or Sickness) arising from a criminal or illegal act committed by You, or one of Your employees, or a member of Your Family or touring party.

- Judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within New Zealand or the country in which the accident occurred giving rise to Your liability.
- 10. Aggregate, exemplary or punitive damages.

### Section 6: Kidnap and Ransom

We will pay up to the maximum amount of \$250,000 if You are Kidnapped for:

- 1. The Ultimate Net Loss of Ransom paid by You, or Your representative, following the Kidnapping of You during the Period of Insurance; and
- 2. The reasonable expenses actually and necessarily incurred following receipt of a Ransom demand after the Kidnapping of You during the Period of Insurance for:
  - (a) The fees and expenses of a security consultant retained as the result of such a demand provided We have given Our consent to the appointment of the security consultant.
  - (b) Interest paid on monies borrowed from a financial institution for the purpose of paying the Ransom. The amount We will pay will be for a term not exceeding 30 days prior to the payment of the Ransom until the first business day after settlement from Us, at a rate of interest not exceeding 2% above the contemporary overdraft interest rate charged by the ANZ Bank.
- (c) Any other expenses which are incurred for the purpose of investigating, negotiating or paying a Ransom demand or recovering You.

### **CONDITIONS**

It is a condition of payment under this Section that:

- 1. You must keep this insurance cover confidential.
- 2. We will not act as an intermediary or negotiator for You, nor will We offer direct advice on dealing with the kidnapper.
- 3. On advice that You have or may have been Kidnapped, it will be necessary to:
  - (a) give Us immediate notification of the Kidnapping or suspicion of it:
  - (b) determine whether You have been Kidnapped;
  - (c) notify the appropriate law enforcement agency and comply with their recommendations and instructions; and
  - (d) record the serial numbers or other identifying

characteristics of any currency or goods delivered to secure Your release.

4. If investigation establishes collusion or fraud by You, You must reimburse Us for any payment We have made under this Section.

### EXCLUSIONS APPLYING TO SECTION 6 - KIDNAP AND RANSOM

### We will not pay:

- 1. If You have:
  - (a) had Kidnap insurance declined, cancelled or issued with special conditions in the past; or
  - (b) suffered a Kidnapping or attempted Kidnapping in the past; or
  - (c) had an extortion demand made against You in the past.
- For Kidnapping occurring in Mexico or in any country located in Central or South America or in any Nation State where the United Nations armed forces are present.

### Section 7: Rental Vehicle Collision Damage and Theft Excess Cover

We will reimburse You, up to the maximum amount of \$5,000, for any Excess, deductible or costs within the Excess or deductible, for which You become legally liable to pay during the Period of Insurance, in respect of loss or damage during the rental period to a Rental Vehicle You have hired.

### **CONDITIONS**

- 1. The Rental Vehicle must be rented from a licensed rental agency.
- 2. As part of the hiring arrangement You must take up the rental organisation's comprehensive motor insurance for the duration of the rental period.
- 3. You must comply with all the requirements of the rental organisation under the hire agreement and of the insurer under the insurance.

## EXCLUSIONS APPLYING TO SECTION 7 - RENTAL VEHICLE COLLISION DAMAGE AND THEFT EXCESS COVER

We will not pay for:

- 1. Loss or damage arising from the operation of the Rental Vehicle in violation of the terms of the rental or comprehensive motor insurance agreement.
- 2. Wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.

### Section 8: Accidental Damage to Homestay Host's Property

If during Your Period of Insurance, You cause Accidental Damage to any of the following:

Your Homestay Host's

- · Household Chattels; or
- · Household Fixtures; or
- Home.

We will pay the lesser of either the repair cost or the Indemnity Value of the property up to the maximum amount specified in the Schedule of Benefits per student per year.

We are entitled to choose between repairing the property, reinstating the property, issuing a store credit at a supplier of Our choice, or paying by direct credit to a New Zealand bank account nominated by You.

### **CONDITIONS**

It is a condition precedent to payment of any claim under this Section that:

- 1. You must provide Us with evidence of the damage, including a repair report for the damaged item; and
- 2. You must provide Us with the damaged item for Our inspection if We ask You to; and
- 3. You must not admit liability or fault without Our prior consent; and
- You must use all reasonable endeavours to obtain and provide Us with proof of ownership and value of the property, such as a purchase receipt or pre-loss valuation.

#### **EXCLUSIONS APPLYING TO SECTION 8**

We will not pay any claims for Accidental Damage directly or indirectly arising out of, or in connection with:

- 1. damage to property belonging to any person other than Your Homestay Host(s);
- 2. Your malicious or wilful acts:
- 3. the cost of painting an undamaged area, a set of items, or part of Your Homestay Host's Home;
- 4. the cost of repairing or replacing an undamaged area, a set of items, or part of Your Homestay Host's Home;
- 5. loss, cost or liability arising because paint, features, fabrics or other parts of Your Homestay Host's Home cannot be matched:
- 6. wear and tear, rot, mildew, mould, rust, corrosion or, the actions of insects or vermin.

### **Important Matters**

### JURISDICTION AND CHOICE OF LAW

This policy is governed by and construed in accordance with the laws of New Zealand and You agree to submit to the exclusive jurisdiction of the courts of New Zealand. You agree that it is Your intention that this Jurisdiction and Choice of Law clause applies.

### LIMITATION OF COVER

Notwithstanding anything contained in this policy wording we will not provide cover nor will we make any payment or provide any service or benefit to any person or party where providing such cover, payment, service or benefit would expose us to or violate any applicable trade or economic sanction or any law or regulation.

### **FAIR INSURANCE CODE**

Hollard is a member of the Insurance Council of New Zealand and adheres to the Fair Insurance Code, which provides You with assurance that We have high standards of service to Our customers. A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website: www.icnz.org.nz/fair-insurance-code.

### **DISPUTE RESOLUTION PROCESS**

If You have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or its representatives, please call Allianz Partners on 0800 486 004 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33 313, Takapuna, Auckland 0740, New Zealand, or email Your complaint to DisputeResolution@allianz-assistance.co.nz. Allianz Partners

will attempt to resolve the matter in accordance with its Internal Dispute Resolution procedure.

We are registered by law with an independent, external dispute resolution scheme. To obtain a copy of our External Dispute Resolution process, please contact us.

If Your complaint or dispute is not satisfactorily resolved, We will provide You with information on Our External Dispute Resolution provider.

#### **PRIVACY NOTICE**

To arrange and manage your insurance and provide you with our services, we (in this Privacy Notice "we", "our" and "us" means AWP Services New Zealand Limited trading as Allianz Partners of Level 3, 1 Byron Avenue, Takapuna, Auckland, and our agents) collect, store, use and disclose your personal information including sensitive information. We usually collect it directly from you but also from others (including those authorised by you such as your family members, travelling companions, your doctors, hospitals, and other persons whom we consider necessary including our agents). We are the "data controller" and are responsible for ensuring your personal information is used and protected in accordance with applicable laws and regulations. Personal information we collect includes, for example, your name, address, date of birth, phone number, email address, medical information, passport details, bank account details, as well as other information we collect when you visit our website such as your IP address and online preferences.

Any personal information provided to us is used by us and our agents to evaluate and arrange your insurance. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to the insurance services, including managing, processing, investigating claims and screening to comply with economic sanctions obligations. We may also collect, use and disclose it for product development, marketing (where permitted by law or with your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations and for other purposes with your consent or where authorised by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

You authorise us to disclose your personal information to recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the

above processes, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage (including "cloud storage") and data handling providers, transportation providers, legal and other professional advisers, your agents, broker and travelling companions, your travel group leader if you travel in a group,

your employer if you have a corporate travel policy, your bank if you have bank credit card insurance, the Insurance Claims Register and our related and group companies and Hollard. Some of these third parties may be located in other countries including in Australia, Europe, Asia, Canada or the USA. We will use reasonable endeavours to ensure people we disclose your personal information to outside New Zealand are required to protect it in a way that provides comparable safeguards to those set out under New Zealand privacy law, such as via contractual data protection obligations, our group binding corporate rules or because they are subject to laws of another country with comparable protections. However, you acknowledge that sometimes overseas recipients of your personal information may not be required to protect it in a way that provides comparable safeguards to those provided under the New Zealand privacy law.

Where permitted by law or with your consent, we may contact you with offers of products or services (from us, our related companies, as well as offers from our business partners) that we consider may be relevant and of interest to you (including insurance products). This could be via telephone, post, electronic messages (including email) online or via other means. You can withdraw your consent at any time if you no longer wish to receive marketing material or promotional offers from us or our related companies and business partners by calling our Contact Centre on 0800 800 048.

The collection of information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory. If you do not agree with the matters set out in our privacy notice or will not provide us with personal information, we may not be able to provide you with our services or products, process your application, issue you with a policy or process your claims. We will not retain your personal data for longer than is necessary for the purposes for which it may be lawfully used.

You can: (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed; (2) correct and update your personal information (subject to the provisions of applicable privacy legislation), and (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why. You may not access or correct personal information of others unless you have been authorised by their express consent or are

otherwise permitted by law.

When you provide personal information to us about other individuals, we rely on you to have first obtained each of those individuals' consent, and have made them aware of the matters set out in this Privacy Notice.

If you have a request or complaint concerning your personal information or about our privacy policy, please contact: Privacy Officer, Allianz Partners, P.O. Box 33 313, Takapuna, Auckland 0740 or email us at

AzPNZ.Privacy@allianz-assistance.co.nz. For urgent assistance please call our Contact Centre on 0800 800 048. You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at www.allianzpartners.co.nz and click on the Privacy Policy link.

### PRIVACY ACT AND THE INSURANCE CLAIMS REGISTER (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud.

The ICR is operated by: Insurance Claims Register Ltd (ICR), PO Box 474, Wellington.

This policy is issued and cover provided to You on the condition that You authorise Us to place details of any claims made against this policy on the database of ICR, where they will be retained and be available for other insurance companies to inspect. You also authorise Us to obtain from ICR personal information about You that is (in Our view) relevant to this policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of the applicable privacy legislation.

#### **INSURER FINANCIAL STRENGTH RATING**

The Hollard Insurance Company Pty Ltd has a financial strength rating of A- (Excellent) issued by A.M.Best Company Inc.

The rating scale is:

A. A- (Excellent)

A++, A+ (Superior) C++, C (Marginal) E (Under Regulatory Supervision)

F (In Liquidation)

B++, B+ (Good) D (Poor) S (Suspended)

C, C- (Weak)

B, B- (Fair)

Further information on these ratings is available here.

An overseas policyholder preference applies. Under Australian law, if The Hollard Insurance Company Pty Ltd 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 The Hollard Insurance Company Pty Ltd's Australian assets to satisfy New Zealand liabilities.

### IMPORTANT CLAIMS INFORMATION AND HOW TO CONTACT US

If You are to be hospitalised, require evacuation or repatriation services, need to make alternative travel or accommodation arrangements or have lost Your baggage or money, please notify Us as soon as possible.

All claims must be notified as soon as possible. We provide Our policyholders with easy access to Our 24-hour Emergency Assistance service. We will assist You and confirm cover available under the policy. You will be advised of any steps You will need to follow in claiming under the policy in the event of a claim. You can call collect from anywhere in the world for emergency medical and travel assistance or use one of Our toll-free numbers:

- Within New Zealand: 0800 486 004 or 09 488 1638
- Worldwide reverse charge: + 64 9 488 1638

### You can also:

- Email: claims@insurancesafenz.co.nz
- Post to: Studentsafe. PO Box 33313 Auckland: or
- Visit: Our website www.insurancesafenz.co.nz

### CANCELLATION

- 1. Your cover under this policy may be cancelled by You at any time:
  - (a) Before the Cover Start Date under this policy, by giving Us written notice; or

(b) After the Cover Start Date provided You have not claimed and You can prove that You hold alternative Code compliant insurance.

Upon cancellation of Your cover under this policy refunds of premium will be calculated as follows:

- a) If cancellation takes place within 14 days of the Course Start Date and You have not claimed, the premium will be refunded in full.
- b) If You cancel more than 14 days after the Course Start Date and Your Period of Insurance was for at least 90 days and You have not claimed, We will refund the unused premium to You on a pro-rata basis less 20% for administration purposes.
- c) If You cancel after the Course Start Date and Your Period of Insurance was less than 90 days, We will retain the unexpired premium for administration purposes.
- 2. We can cancel Your cover under this policy upon giving You 14 business days notice in writing to Your last known contact address if:
  - (a) You fail to comply with the duty of utmost good faith: or
  - (b) You fail to comply with Your duty of disclosure; or
  - (c) at the time when the policy was entered into You made a misrepresentation to Us during the negotiations for the policy; or
  - (d) You fail to comply with a provision of the policy, including a provision with respect to payment of the premium; or
  - (e) You make a false or fraudulent claim under this policy or any other contract of insurance (whether with Us or with some other insurer) that provides insurance cover during any part of the period during which the first-mentioned contract provides cover; or
  - (f) We believe Your claims history under this policy or any other insurance policy (whether underwritten by Us or not) is exceptional or abnormal.
- 3. Group Master Policies We are obligated under this policy to provide 180 days notice that We intend to withdraw from accepting any new insurance cover under this policy or not renew the policy for the subsequent year. In the event of such notice it shall be delivered in writing with no less than 180 days notice before the policy's nominal renewal date of 1 January each insurance year.







Email: help@insurancesafenz.co.nz

Phone: 0800 486 004

PO Box 33313 Takapuna Auckland, 0740