# BNZ Advantage Visa Platinum Credit Card Insurance

Effective 1 December 2021



# Contents

90 Day Platinum International Leisure Travel Insurance, and Domestic Rental Vehicle Collision Damage and Theft Excess Cover is provided to you by AIG Insurance New Zealand Limited pursuant to an agreement with BNZ, under which BNZ makes these policies available to you.

BNZ is neither the insurer nor agent of AIG Insurance New Zealand Limited in relation to 90 Day Platinum International Leisure Travel Insurance, or Domestic Rental Vehicle Collision Damage and Theft Excess Cover and does not guarantee the obligations of AIG Insurance New Zealand Limited under these policies.

This booklet contains two **policy** documents

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# 1. 90 Day Platinum International Leisure Travel Insurance

# Schedule of Benefits

The compensation, Sum Insured and limit of liability applicable under each section of this **policy**, for insured persons for each **journey**.

		The maximum amount payable	
Benefits		Sum insured (For persons under 75 years of age)	Sum insured (For persons aged 75-89 years)#
Section J.1.*	Cancellation, Overseas Medical and Additional Expenses	Unlimited	Cancellation cover only for a maximum of \$5,000 per person. There is no cover under this section for:  • Medical expenses.  • Medical related expenses (including but not limited to medical repatriation/ evacuation or accompanying person expenses); and/or extra travel expenses arising from your injury or illness.
	Travel agent's cancellation fees	\$500 per <b>journey</b>	\$500 per <b>journey</b>
	Bed Care Patient Benefit (\$50 per continuous 24 hour period)	\$5,000 per person	Not covered
	Burial Expenses/ Return of Mortal Remains	Reasonable costs	Not covered
	Travel delay (\$250	\$750 per person	\$750 per person
	per person, \$500 for <b>families</b> per continuous 12 hour period)	\$1,000 per <b>family</b>	\$1,000 per <b>family</b>
Section		\$10,000 per person	\$10,000 per person
J.2.*		\$20,000 per <b>family</b>	\$20,000 per <b>family</b>
	Limit any one item	\$2,000	\$2,000
	Increased Limit any one item – Laptops only	\$6,000	\$6,000
	Emergency	\$300 per person	\$300 per person
	replacement of luggage	\$600 per <b>family</b>	\$600 per <b>family</b>
Section J.3.*	Personal Liability	\$2,500,000 per person	\$2,500,000 per person

		The maximum amount payable	
Benefits		Sum insured (For persons under 75 years of age)	Sum insured (For persons aged 75-89 years)#
Section J.4.*	Overseas <b>Rental vehicle</b> Collision Damage and Theft Excess Cover	\$5,000 per <b>journey</b>	\$5,000 per <b>journey</b>
Section J.5.	Accidental Death	\$100,000 for the BNZ Advantage Visa Platinum Cardholder \$50,000 for the BNZ Advantage Visa Platinum Cardholder's accompanying spouse	\$100,000 for the BNZ Advantage Visa Platinum Cardholder \$50,000 for the BNZ Advantage Visa Platinum Cardholder's accompanying spouse
Section J.6.	Accidental Death and Disablement ( <b>Common Carrier</b> ) Insurance	\$1,000,000 for the BNZ Advantage Visa Platinum Cardholder and/ or accompanying spouse	\$100,000 for the BNZ Advantage Visa Platinum Cardholder and/ or accompanying spouse
Section J.7.	Loss of Income	Up to \$1,000 per week for BNZ Advantage Visa Platinum Cardholder's and accompanying spouse who are income earners	Not covered
Section J.8.	Hijack and Detention (\$100 per continuous 24 hour period)	\$6,000 per person	\$6,000 per person
Section J.9.	Missed Connection	\$2,000	\$2,000
Section J.10.	Kidnap and <b>Ransom</b>	\$250,000	\$250,000

<sup>\*</sup> There is a \$200 excess for each and every claim arising from the same event under this section.

<sup>#</sup> Refer clause D. Application for cover for the Mature Traveller Each and Every

# A. How to Contact AIG

## 1. How to Contact Us

Visit bnztravel.co.nz to:

Confirm **your** eligibility for cover for each and every trip; Apply for optional extensions for each and every trip: pre-existing medical conditions cover, cover for travel exceeding 90 days (duration extension), or mature traveller cover. Please note that **your** cover extension must be purchased pre-departure for each and every trip **you** undertake.

To review answers to frequently asked questions;

To obtain additional copies of **BNZ Advantage Visa Platinum Card** Insurance **policy** wordings;

For information about how to submit a claim;

If **you** have further pre-departure queries please call the AIG Call Centre on 0800 269 872.

# **Emergency Assistance From outside New Zealand**

For emergency assistance, from any place in the world, call **AIG Travel** on +64 9 359 1687 or +60 3 2772 5661 or email **us** on nzassistance@aig.com

# **B.** Definitions

- Accompanying means departing and returning with, and following the same general itinerary as the BNZ Advantage Visa Platinum Cardholder during a journey, however allowing for overnight or day excursions (not exceeding a maximum of five (5) nights or 20% of your journey, whichever is the lesser) during the journey that the BNZ Advantage Visa Platinum Cardholder and their family may not undertake together.
- 2. AIG Travel means our assistance service, operated by AIG Travel Asia Pacific Limited.
- 3. Bed Care means where you are necessarily confined to bed (such confinement must commence during the journey) for a continuous period of not less than twenty- four (24) hours and your confinement is certified as necessary by a legally qualified and registered medical practitioner (other than you or a member of your family) and you are under the continuous care of a registered nurse (other than you or a member of your family).
  - **Bed care** does not include where **you** are a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or external care facility or a place for the care or treatment of alcoholics or drug addicts.
- 4. BNZ Advantage Visa Platinum Card means a current and valid BNZ Advantage Visa Platinum Card account and includes joint and/or additional cards of that BNZ Advantage Visa Platinum Card account. For the avoidance of doubt, business/ corporate Platinum cards are not included.

- BNZ Advantage Visa Platinum Cardholder means the holder of a current and valid BNZ Advantage Visa Platinum Card.
- **6. Common Carrier** means a commercial aircraft, bus, train or vessel which carries passengers on regular routes at set rates.
- 7. Dependent children means your unmarried children who are under 19 years of age and living with you or under 25 years of age while they are full time students at an accredited institution of higher learning and who are primarily dependent upon you for maintenance and support. Dependent children includes your step or legally adopted children.
- Family(ies) means your spouse and/or your dependent children that are accompanying you on a journey covered by this policy.
- 9. Financial default means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
- 10. Journey means the period commencing from the time you leave your place of residence in New Zealand to travel directly to your place of departure from New Zealand for the overseas travel, and shall continue until the time you return to your place of residence in New Zealand.
  - The maximum duration for the overseas portion of the **journey**, commencing at the date and time **you** depart New Zealand and ending at the date and time **you** arrive in New Zealand, must not exceed ninety (90) consecutive days. Travel between **your** point of departure and arrival in New Zealand and **your** place of residence in New Zealand must be by direct route and shall be limited to a maximum cover period of twenty-four (24) consecutive hours each side of the overseas travel.
- **11. Kidnapping/kidnapped** means the seizing, detaining or carrying away of **you** by force or fraud for the purpose of demanding **ransom**.
- **12.** Loss with reference to hand or foot means complete severance through the wrist or ankle joint, and with reference to eye means irrecoverable loss of the entire sight thereof.
- **13. Policy** means the agreement between BNZ and **us**, under which BNZ makes the 90 Day Platinum International Leisure Travel Insurance available to **you**.
- 14. Pre-existing medical condition means:
  - (a) Any physical defect, condition, disease or symptom, diagnosed or otherwise, of which you are aware or for which you have received medical treatment, medical advice or for which you have taken prescribed medication, in the thirty (30) day period before you purchased the travel for the journey and up until your departure from New Zealand; and

- (b) Any physical defect, condition, disease or symptom, diagnosed or otherwise, for which any relative, travelling companion or any other person whose state of health will affect your journey, has to your knowledge received medical treatment, medical advice or taken prescribed medication, in the thirty (30) day period before the time you purchased the travel for the journey and up until your departure from New Zealand.
- **15. Pre-paid travel costs** has the meaning given to that term in clause E. 2. 2. of the Insurance Eligibility Clause.
- **16. Public place** means any place to which the public has access and includes but is not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches and public toilets.
- 17. Ransom means any monetary loss, which you incur in the provision and delivery of cash, marketable goods, services or property to secure your release.
- 18. Relative means your spouse, parent, parent-in-law, son, daughter, sister, brother, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, guardian, fiancé, fiancée, half-brother, half-sister, niece or nephew, resident in New Zealand and under 80 years of age at the time you purchased the travel for your journey.
- 19. Rental vehicle means a motor vehicle rented or hired by you from a recognised motor vehicle rental company for the carriage of passengers and does not include any vehicle designed to be used for the carriage of commercial goods.
- 20. Spouse means your spouse or de facto partner with whom you have continuously cohabited for a period of three (3) consecutive months or more immediately preceding the commencement of your journey.
- 21. Terrorist act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorist act shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.
- **22. Ultimate net loss** means the final amount of **ransom** cost less any recoveries.
- 23. 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.
- 24. We, our, us means AIG Insurance New Zealand Limited.
- **25.** You, your means the BNZ Advantage Visa Platinum Cardholder and includes family members.

# C. Your Duty of Disclosure

**You** have a duty to disclose to **us** every matter that **you** know, or could be reasonably be expected to know, is relevant to **our** decision (or the decision of a prudent insurer in the circumstances) of whether to accept the risk of providing **you** with insurance, and if so on what terms.

Your duty does not extend to matters:

- (a) That diminish the risk to be undertaken by us.
- **(b)** That are of common knowledge.
- **(c)** That **we** know or in the ordinary course of **our** business ought to know.
- (d) Where compliance of your duty is waived by us.

Any matter that **you** are required to disclose to **us** will not be covered unless **we** have agreed to provide cover in writing prior to the departure date of the **journey**. If **you** fail to comply with this duty of disclosure, **we** may be entitled to avoid **our** liability under this **policy** in respect of a claim.

Matters that **we** consider should be disclosed include but are not limited to:

- Travel to locations designated as 'Do not travel' by the New Zealand Ministry of Foreign Affairs and Trade on their website www.safetravel.govt.nz;
- 2. Travelling for missionary or humanitarian purposes;
- 3. Extreme or hazardous activities or pursuits; and
- **4.** Sporting activities, including trekking or competitive team sports.

If **you** are in doubt regarding any aspect of **your** planned **journey** please tell **us**.

## **Privacy Statement**

This **policy** is issued/insured by AIG Insurance New Zealand Limited. AIG collects information necessary to underwrite and administer this **policy**, to maintain and improve customer service, and to advise **you** of **our** products. AIG will collect, use, disclose, hold and otherwise process **your** personal information in accordance with its privacy **policy** available at https://www.aig.co.nz/privacy-policy

**You** should read that **policy** as it includes important information such as how AIG will use and disclose **your** personal information, how to contact AIG and **your** rights to request access to and correction of **your** personal information.

## **Your Access to Personal Information**

**You** may gain access to or request correction of **your** personal information by writing to: privacy.officernz@aig.com

The Privacy Manager

AIG Insurance New Zealand Limited

PO Box 1745

Shortland Street

Auckland 1140

New Zealand

While access to this personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some limited circumstances.

# **Consent Acknowledgement**

By completing the application form for a **BNZ Advantage Visa Platinum Card**, completing claim forms or application forms for cover for **pre-existing medical conditions** or Mature traveller Assessments and paying any applicable premium, **you** consent to the use of **your** personal information as stated in the Privacy Statement above.

# D. Application for Cover for the Mature Traveller Each and Every Journey

- There are limitations to the amount and cover provided to you if you are aged 75 years up to 89 years. Please refer to the Schedule of Benefits. There is no cover under this policy if you are aged 90 years or older.
- 2. If you are aged:
  - (a) Between 75 and 89 years and wish to apply for medicalrelated cover under this **policy**; or
  - (b) 90 years or older and wish to apply for cover under this **policy**,

**you** can do so by visiting www.bnztravel.co.nz and completing an eligibility questionnaire.

- A Mature Traveller application must be completed for each and every journey if you wish to have medical related cover under this policy.
- **4.** If **your** application for cover is accepted then a premium for the cover is payable.
- Confirmation will be sent to you confirming the policy cover, as well as any special acceptance terms that are to apply.
- 6. If you change your mind before your departure date (providing you have not claimed against the policy), you can contact us to cancel your Mature Traveller cover and receive a full refund.

# E. Insurance Eligibility Clause

1. To be eligible for cover under this policy.

You must be a BNZ Advantage Visa Platinum Cardholder (including joint and additional cardholders) at the time you make any payment towards your pre-paid travel costs. Your spouse and/or dependent children accompanying you on the journey are also covered by this policy.

The following requirements set out in this clause E. must also be satisfied.

# Insurance eligibility rules and conditions (applying to the entire policy):

- 1. Maximum Duration of Cover
  - (a) To be eligible for automatic cover under this policy, the total period of the overseas portion of your journey must not exceed ninety (90) days and you must hold a return travel ticket for your journey before you depart New Zealand.
  - (b) Day one of your journey commences at the date and time you depart New Zealand to commence the overseas travel (e.g. scheduled flight departure time) and concludes at the date and time you arrive back in New Zealand (e.g. scheduled air flight arrival time).
  - (c) Your cover will be automatically extended to accommodate the late arrival of your transport, providing this was your original scheduled transport.
  - (d) An additional twenty-four (24) hours is allowed each way for direct travel between the point of departure/ arrival in New Zealand and your place of residence. You do not need to include these days when working out the journey period.
  - (e) If your journey is between ninety (90) and one hundred and eighty (180) days then you have no automatic cover under this policy. You can, however, apply for a duration extension to cover your journey by visiting www.bnztravel.co.nz and completing an eligibility questionnaire. If your application for cover is accepted then a premium for the cover is payable.

#### 2. Pre-paid Travel Costs

'Pre-paid travel costs' mean the following expenses paid by you prior to the start of your journey:

- (i) Return overseas travel tickets:
- (ii) Airport, departure and transportation taxes and/or surcharges;
- (iii) Pre-paid overseas accommodation; and/or
- (iv) Pre-paid international tour and/or transport costs (excluding rental vehicle hireage).

# 3. Joint and Additional BNZ Advantage Visa Platinum Cardholders

A joint or additional BNZ Advantage Visa Platinum Cardholder who is a spouse or dependent child travelling with the BNZ Advantage Visa Platinum Cardholder, will be covered under the policy as an accompanying insured person.

If you are a joint or additional BNZ Advantage Visa Platinum Cardholder who is not a spouse or dependent child, you will be covered under the policy in your own right, provided you have satisfied the requirements in this clause E. Insurance Eligibility Clause.

#### 4. Business/Work Overseas

You (and/or your accompanying spouse and/or dependent children) are not eligible for cover under this policy if one of the reasons for the overseas travel is to engage in business and/or work-related activities.

# F. Important Points to Note

# 1. Age limit

This **policy** covers current **BNZ Advantage Visa Platinum Cardholders** and **accompanying spouses** who are under 90 years of age, subject to the terms, conditions, provisions and exclusions of this **policy**.

There are limitations to the amount and cover provided if **you** are aged 75 years and up to but not including 90 years. Please refer to the Schedule of Benefits to see the limits that apply. There is no cover under this **policy** for persons aged 90 years or older.

If **you** are aged 75 years or older refer to **clause D**. Application for Cover for the Mature Traveller Each and Every **Journey**.

# 2. Pre-existing medical conditions

This **policy** does not automatically provide any cover for **pre-existing medical conditions**. Please refer to **Section B.14**. for the definition of **pre-existing medical condition**. **You** may apply for **your** (including **accompanying spouse** and/or **dependent children's**) **pre-existing medical conditions** to be covered by visiting www.bnztravel.co.nz and selecting **Pre-Existing Medical Condition** cover on the eligibility questionnaire. **We** will assess **your** medical conditions and determine whether or not **your** application is accepted.

If **your** application for cover is accepted then a premium for the cover is payable.

# 3. Limits of liability

**Our** liability is limited to the sums insured set out in the Schedule of Benefits.

## 4. Luggage

The maximum sum insured is \$2,000 per item, set or pair of items, and \$6,000 for laptop computers (inclusive of all accessories).

# 5. Safety of your belongings

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

## 6. Losses

All losses under **section J. 2.** (Luggage, Personal Effects and Travel Documents) must be reported to the appropriate authority within twenty-four (24) hours and a written acknowledgment obtained. The appropriate cancellation measures must also be taken.

# 7. Keep receipts

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

## 8. New Zealand Ministry of Foreign Affairs and Trade

**You** are not covered for travel into and within a location that is listed as an 'Do not travel' location on the Ministry of Foreign Affairs and Trade website (www.safetravel.govt.nz).

You may be covered for cancellation costs under section J.1.1. (Cancellation) if you decide to cancel or curtail your journey because the location(s) in your planned itinerary are upgraded or added to the Ministry of Foreign Affairs and Trade list of 'Do not travel' locations after you have purchased the travel for your journey.

#### 9. Exclusions and conditions

You should take special note of the General Policy Conditions, General Policy Exclusions, and the conditions and exclusions included in sections J. 1. – 11.

# 10. Interpretation

Certain words in this **policy** wording have special meanings that apply when they appear in bold font. These are defined in section B Definitions.

# G. Continuation of cover

# If your return to New Zealand is delayed by reason of either:

- (a) Travel delay; or
- **(b)** Your illness/injury, and the reason is a covered event under your policy.

**You** are automatically insured under this **policy** up to a further ninety (90) consecutive days provided:

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

# H. General policy conditions

## 1. General

At the time of this insurance becoming effective **you** must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the **journey**.

# 2. Health changes

**You** must notify **us** of any change in health or medical condition that occurs prior to **your** departure from New Zealand, otherwise the new condition or consequences of

your change in health may not be covered under the **policy** once your journey commences. We reserve the right to review the cover granted including withdrawing or amending cover previously approved for the journey.

## 3. Excess

**You** must pay the first \$200 of each and every claim arising from the same event under:

- (a) Section J. 1. Cancellation, overseas medical and additional expenses;
- (b) Section J. 2. Luggage, personal effects and travel documents;
- (c) Section J. 3. Personal liability; and
- (d) Section J. 4. Rental vehicle collision damage and theft excess cover.

# 4. Loss

If you have a loss, you must:

- (a) Do what **you** can to prevent any further loss or expense; and
- (b) Not admit liability for the loss.

## 5. Emergency Assistance requirements

If you require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want us to pay, you must contact AIG Travel and obtain approval before arrangements are made. Failure to do so may affect your claim. You are expected to follow the advice and instruction of AIG Travel and where required, our advice and instructions. Refer to Part A for contact details for AIG Travel.

# 6. Currency

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

# 7. New Zealand law

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

## 8. The Fair Insurance Code

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

**We** are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs.

Your complaint will be referred to FSCL if we have reached a

"deadlock" in trying to resolve it. FSCL's contact details are info@fscl.org.nz or telephone 0800 347 257. Full details of how to access the FSCL scheme can be obtained on their website fscl.org.nz. There is no cost to **you** to use the services of FSCL.

## 9. Cancellation

- (a) Pursuant to BNZ's agreement with us, this policy may be cancelled at any time, provided that BNZ shall give you fourteen (14) days' written notice of any cancellation to your last known address.
- (b) If your BNZ Platinum Card account is cancelled by either you or BNZ, your cover will cease immediately.

## 10. Changes to this policy

Pursuant to its agreement with **us**, and subject to agreement from **us**, BNZ may change, add to, delete or replace the terms and conditions of this **policy** at any time by giving **you** fourteen (14) days' written notice to **your** last known address.

# 11. Subrogation

**You** must provide **us** immediately with full particulars of any claim made against **you** by any other person, all legal documents served on **you** and allow **us** the sole option to negotiate settlement of, or defend the claim in **your** name.

#### 12. Other cover

There is no cover under this insurance for a loss or event or liability which is covered under any other insurance **policy**, health or medical scheme, Act of Parliament or to the extent that free health care or treatment is available in New Zealand or under any reciprocal health agreement between the Government of New Zealand and the Government of any other country. **We** will however, pay the difference between what is payable under the other insurance **policy**, health or medical scheme, Act of Parliament or reciprocal health agreement and what **you** would otherwise be entitled to recover under this insurance.

# 13. Fraudulent claims

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

# I. General Policy Exclusions

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

- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- The intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act.

## 3. Any terrorist act.

 Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.

- Riot or civil commotion unless you have already left New Zealand or you have paid for the travel and accommodation for the journey prior to the riot or civil commotion.
- **6.** Circumstances where **you** can recover **your** loss or costs from any other source.
- 7. Consequential loss, or loss of enjoyment.
- 8. Any professional sporting activities.
- 9. Hazardous sports or activities including but not limited to racing (other than on foot), mountaineering involving use of ropes or guides, rock-climbing, ocean yachting, underwater activities involving use of underwater breathing apparatus (unless you hold an open water diving certificate or are diving with a qualified instructor), motor cycling outside New Zealand (unless you are riding a motor cycle with an engine capacity of 200cc or less and hold a motorcycle licence as required by the country you are in, but always excluding motorcycle racing), skydiving, hang-cliding, hunting.
- **10.** Deliberate exposure to exceptional danger unless in an attempt to preserve life, **your** own or others.
- 11. Suicide, attempted suicide, intentional self-injury, any psychological, psychiatric, psychosomatic, nervous condition, or insanity of you or of any other person on whom your travel depends.
- A sexually transmitted disease of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV).
- 13. You being under the influence of alcohol or any drug other than a drug administered or prescribed by a legally qualified medical practitioner.
- 14. Any pre-existing medical condition of yours, unless you have applied to us and we have agreed in writing to cover your pre-existing medical condition; and you have paid the additional premium surcharge.
- 15. Any pre-existing medical condition of any relative, travelling companion or any other person whose state of health will affect your journey.
- **16.** Pregnancy or childbirth (except for an unexpected medical complication or emergency when **you** are no more than twenty-six (26) weeks pregnant at the time the unexpected medical complication or emergency occurs).
- **17. You** travelling against medical advice or when **you** ought reasonably to know that **you** are unfit to do so.
- Any potentially fatal condition which has been diagnosed or any condition for which you are travelling to seek medical or other treatment.
- You or your family engaging in any illegal conduct or criminal act.
- **20.** Confiscation or destruction by customs or any other authorities.

- 21. Any interference with your travel plans by a government, government regulation or official authority including but not limited to refusal of a visa or permit to you or to any relative or travelling companion or restriction of access to any locality.
- 22. 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.
- **23**. Any loss as a result of **you** being a crew member or pilot of any transport or private aircraft.
- **24. You** not taking precaution to avoid a claim after there was warning in the mass media.
- 25. An event that occurs in a location listed as 'Do not travel' by the New Zealand Ministry of Foreign Affairs and Trade on their website www.safetavel.govt.nz, unless the location was upgraded or added to the list after the commencement of your journey.
- **26.** Any claim relating directly or indirectly to:
  - (a) an epidemic or pandemic (including, but not limited to, COVID-19 and any mutation, strain, or variation of COVID-19) declared by a governmental body, official health authority or the World Health Organisation; or
  - (b) any disease (including any mutation, strain, or variation of any such disease) or event declared by the World Health Organisation as a public health emergency of international concern; or
  - (c) the threat or fear of any such epidemic, pandemic, disease or event.

This exclusion 26 will not apply to claims permitted under **Section J. 11**. – Epidemic and Pandemic Cancellation, Overseas Medical and Additional Expenses.

We will also not be liable:

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

# J. Policy Sections

# Section J. 1. - Cancellation, overseas medical and additional expenses

- 1. Cancellation
  - (a) We will pay the non-refundable unused portion of travel

or accommodation arrangements paid for in advance by **you** following cancellation, alteration, curtailment, or incompletion of **your journey** due to:

- (i) The unforeseeable death, accidental injury, or illness of your relative, business partner or travelling companion;
- (ii) Your unforeseeable death, accidental injury or illness - provided that a claim is not also paid in respect of your death under section J. 5. or J.6.; or
- (iii) Any other unforeseeable circumstances (other than death, accidental injury, or illness) outside your control; and
- **(b) We** will also pay travel agents' cancellation fees of up to \$500 if incurred.
- (c) The following provisions shall apply to section J. 1. 1:
  - (i) Cancellation insurance will commence from the time **you** purchase travel for **your journey**.
  - (ii) If you redeemed frequent flyer points in exchange for an airline ticket for your journey, we will pay you for the points lost following cancellation of your ticket. If this subsection J.1.1. (c)(ii) applies then:
    - a. Before you submit a claim to us for a loss of points, you must first request your frequent flyer points be refunded by the provider; and
    - b. If the provider will not refund your points we will
      pay you the cost of the equivalent class air ticket
      based on the quoted retail price at the time the
      ticket was issued, or replace your points, at our
      sole discretion; or
    - c. If the provider will only refund a portion of your points, we will pay you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of your points refunded back to you, or replace the portion of your points not refunded by the provider, at our sole discretion.

## 2. Overseas medical and associated expenses

- (a) We will pay your reasonable medical, surgical, hospital, ambulance, and nursing home expenses and the cost of other treatment, including emergency dental costs for the relief of sudden and acute pain, given or prescribed by a legally qualified medical practitioner (other than you or a member of your family) and necessarily incurred outside New Zealand, as a result of you suffering an accidental injury or illness during the journey. If you are hospitalised you must contact AIG Travel as soon as possible by calling. +64 (9) 359 1687.
- (b) We will pay your reasonable extra travel and accommodation expenses (including the costs of meals over and above the amount you had already budgeted for less any refund received for the unused pre-paid travel and accommodation arrangements) actually and

- necessarily incurred on the written advice of a legally qualified medical practitioner (other than **you** or a member of **your family**), as a result of **you** suffering an accidental injury or illness during the **journey**.
- (c) We will pay the reasonable extra travel and accommodation expenses (less any refund received for the unused pre-paid travel and accommodation arrangements) actually and necessarily incurred on the written advice of a legally qualified medical practitioner (other than you or a member of your family) and with our written agreement, for one person to travel to, remain with, or accompany you back to your residence in New Zealand, as a result of you suffering an accidental injury, or illness during the journey.
- (d) We will pay for ongoing medical expenses you incur within the three (3) months after you return to New Zealand up to a maximum of \$1,000, provided that the expenses relate to a condition which first manifested itself and for which medical treatment was first received during the journey.

# 3. Interruption and curtailment

**We** will pay **your** reasonable extra travel and accommodation expenses (including the cost of meals over and above the amount **you** had already budgeted for less any refund received for the unused pre-paid travel and accommodation arrangements) actually and necessarily incurred due to:

- (a) The unforeseeable death, accidental injury, or illness of your relative, business partner or travelling companion; or
- **(b)** Any other unforeseeable circumstances (other than death, accidental injury, or illness) outside **your** control.

## 4. Bed Care Patient Benefit

**We** will pay \$50 for each continuous twenty-four (24) hour period **you** are confined in a hospital as a **bed care** patient overseas, as a result of **you** suffering an accidental injury or illness during **your journey** up to a maximum of \$5,000 per person. Claims must be supported by written confirmation from the hospital of the length of **your** stay.

# 5. Burial Expenses/Return of Mortal Remains

In the event of **your** death, **we** will pay the reasonable cost of returning **your** remains to **your** residence in New Zealand, or for the funeral or cremation costs if **your** body is buried or cremated at the place of **your** death.

# 6. Travel Delay:

(a) If your scheduled transport is delayed for six (6) hours or more for reasons outside your control and you cannot claim the expenses from anyone else, we will pay for your reasonably incurred expenses up to \$250 for a single person and \$500 for families for the first day of delay. For each additional twelve (12) hour period, we will pay up to \$250 for a single person and \$500 for families. The

- maximum **we** will pay for any one continuous delay period is \$750 for a single person and \$1,000 for **families**.
- (b) If you claim the benefit set out in subsection J.1.6.(a) above, we will not pay for any accommodation, meals or other travelling expenses under any other subsection of section J.1.

# Exclusions Applicable to Section J. 1.

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

- The non-refundable unused portion of travel or accommodation arrangements where alternative travel or accommodation is paid for by us as part of a claim under this policy.
- Costs arising out of your failure to return to New Zealand after the date when in the opinion of our medical advisor, you may have safely been repatriated to New Zealand at our expense, or after the time when you failed to follow our instructions or those of AIG Travel
- Medical, surgical, hospital, ambulance, and nursing home expenses, and other costs of treatment, including dental treatment, incurred more than twenty-four (24) months after the accidental injury, or illness which is the subject of the claim, first occurred.
- 4. Expenses incurred for continuing treatment including any medication commenced prior to the date the travel was purchased, and which you have been advised to continue during the journey, unless such medication was stolen during your journey.
- Costs for private medical treatment overseas where public care or treatment is available in any country under any reciprocal health agreement between the New Zealand and foreign governments.
- **6.** Expenses incurred for dental treatment due to normal wear and tear, or the normal maintenance of dental health;
- Claims arising from delays caused by carriers or rescheduling. This exclusion does not apply to travel delay covered under subsection J. 1. 6.(a).
- 8. Claims arising
  - from any business commitment, financial or contractual obligation, including those of any travelling companion or person on whom the travel depends,
  - ii. or from when you or any person with whom you are travelling choose to change your dates of travel or travel itinerary, or choose not to travel.

In each case except for **your** being retrenched from **your** usual full time employment in New Zealand.

 Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey. 10. Any claim arising from travel restrictions due to government orders, advisories, regulations, directives or border closures relating to an epidemic or pandemic (including, but not limited to, COVID-19 and any mutation, strain, or variation of COVID-19) declared by a governmental body, official health authority or the World Health Organisation.

# Section J. 2. - Luggage, Personal Effects and Travel Documents

## 1. Lost or Damaged Property

- (a) We will pay for the accidental loss of, theft or damage to your accompanied luggage and personal effects during your journey. We may choose to replace, repair, or pay for the loss in cash, after making allowance for depreciation, and wear and tear.
- (b) The maximum amount we will pay for any one item, set or pair of items is \$2,000, except for laptop computers (inclusive of all accessories), which is \$6,000.
- (c) Specified Items:

**You** can arrange cover for high value items of accompanied luggage and personal effects by visiting www.bnztravel.co.nz and selecting specified item cover on the eligibility questionnaire. Specified item cover increases the maximum amount payable for any one item or set of items.

- (i) This increased limit will be up to the nominated item's (or set or pair of items) current value or \$10,000, whichever is the lesser. You must provide receipts or a valuation to support your application for cover at time of claim. Bicycles, surfboards and sporting equipment cannot be nominated as specified items.
- (ii) Please note that specified items are an extension to your item limit, not the section J. 2. (Luggage, Personal Effects and Travel Documents) limit, which remains at \$10,000 per person (\$20,000 per family).

# 2. Emergency Replacement of Luggage

**We** will pay for the emergency replacement of luggage up to \$300 for a single person and \$600 in total for a **family** if **your** total luggage is delayed, misdirected or temporarily misplaced by any carrier for more than twelve (12) hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items **you** needed to purchase.

# 3. Replacement of Travel Documents

**We** will pay for the non-recoverable cost of replacing personal travel documents, credit cards and travellers cheques taken with **you** on the **journey**.

#### 4. Unauthorised Use of Travel Documents

**We** will pay for **your** legal liability for payment arising out of unauthorised use of **your** travel documents, credit cards and travellers cheques, following theft during the **journey** by any one person (on the condition that the person responsible is not **your relative**).

# Conditions Applicable to Section J. 2.

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

- All loss or damage attributable to theft or vandalism must be reported to the appropriate authority within twenty-four (24) hours after the discovery of the loss or damage and written acknowledgement obtained.
- Any loss of credit cards, travellers cheques and travel documents must be reported as soon as possible to the issuing authority and written acknowledgement obtained. The appropriate cancellation measures must also be taken.

## Exclusions Applicable to Section J. 2.

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

- Damage or loss arising from electrical or mechanical breakdown of any item, or loss of data, or replacement or fulfilment of mobile phone contracts.
- Scratching or breakage of fragile or brittle items. This
  exclusion does not apply to photographic or video equipment,
  binoculars, spectacles or contact lenses.
- Damage or loss arising from wear and tear, deterioration, or losses caused by atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, repairing, restoring or alteration.
- 4. Items of value that have been checked in as luggage (rather than being carried on to the transport as carry on luggage). For the purposes of this subclause, 'items of value' include but are not limited to specified items, video camera(s), mobile telephone(s), photographic equipment, personal computer(s), jewellery or watches, as well as any accessories to such items.
- 5. Luggage, personal effects or travel documents left unattended in any **public place**.
- **6.** Luggage, personal effects or travel documents left in an unlocked and unattended vehicle or building.
- Unaccompanied luggage, or unaccompanied personal effects, or unaccompanied travel documents.
- **8.** Luggage, personal effects or travel documents shipped under any freight agreement, or items sent by postal or courier services.
- Loss or damage to sporting equipment and clothing or bicycles whilst in use, household effects, furniture and furnishings, or any means of transport or parts and accessories of that transport.

- **10.** Any goods that are intended for sale or trade.
- **11.** Losses due to devaluation or depreciation of currency.
- 12. Loss or theft of cash.

# Section J. 3. - Personal Liability

**We** will pay all damages and compensation, including legal expenses incurred with **our** written consent, but not exceeding the sum insured shown in the Schedule of Benefits, **you** are legally liable to pay as a result of **your** negligence during the **journey** causing:

- (a) Bodily injury including death or illness; or
- **(b)** Loss of or damage to property.

# Conditions Applicable to Section J. 3.

In addition to the General Policy Conditions, the following condition also applies.

 It is a condition of payment under this section J. 3. that you must not admit fault or liability to any other person without our prior written consent.

## Exclusions Applicable to Section J. 3.

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

- Bodily injury to you or any member of your family ordinarily residing with you.
- 2. Bodily injury to any of **your** employees arising out of or in the course of employment.
- 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 of or damage to property owned by, or in the control of, **your** employees arising out of or in the course of employment.
- 5. Loss of or damage to property or bodily injury, arising out of **your** ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft.
- Loss of or damage to property, or bodily injury arising out of, your business, trade or profession including professional advice given by you.
- Any contract unless such liability would have arisen in the absence of that contract.
- 8. Judgments which are not established by a court in the country in which the event occurred giving rise to **your** legal liability.
- 9. Punitive, aggravated or exemplary damages.
- **10.** Any fine or penalty.
- **11.** Loss which would be covered under the Accident Compensation Act 2001, or an industrial award.

# Section J. 4. - Overseas Rental Vehicle Collision Damage and Theft Excess Cover

**We** will reimburse **you** for any excess or deductible which **you** become legally liable to pay during the **journey** in respect of damage to or theft of a **rental vehicle** during the rental period if:

- (a) The hiring arrangement incorporated comprehensive motor insurance against damage to or theft of the rental vehicle during the rental period; and
- (b) You complied with all requirements of the rental organisation under the hiring agreement and of the insurer under such insurance.

# Exclusions Applicable to Section J. 4.

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

- For damage or theft arising from the operation of the rental vehicle in violation of the terms of the rental agreement or damage or theft which occurs beyond the limits of any public roadway.
- 2. For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.

## Section J. 5. - Accidental Death

- If you die within twelve (12) calendar months as a result of an injury caused by an accident occurring during your journey, then:
  - (a) If you are a BNZ Advantage Visa Platinum Cardholder, we will pay \$100,000 to your estate; and
  - **(b)** If you are a spouse, we will pay \$50,000 to your estate.

## Exclusions Applicable to Section J. 5.

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

- 1. Death caused by illness, disease, suicide or self-inflicted injury.
- 2. Accidental death of dependent children.
- 3. More than one claim per person, if **you** hold duplicate or multiple cards, from any one accident.
- Accidental death that is covered under Accidental Death and Disablement (Common Carrier) section J.6.

# Section J. 6. - Accidental Death and Disablement (Common Carrier)

# Insurance Activation rules and conditions applying to Accidental Death and Disablement (Common Carrier)

To be eligible for cover under this benefit **you** must be travelling on a **common carrier and** have paid for **your** (and any **accompanying spouse** and/or **dependent children**) ticket in full, with **your BNZ Advantage Visa Platinum Card**.

 Provided you have charged the relevant Common Carrier travel ticket, in full to your BNZ Advantage Visa Platinum Card and you die or suffer disablement within twelve (12) calendar months as a result of an injury caused by an accident whilst you are travelling on or in the Common Carrier, including boarding and alighting during your journey:

- (a) On your accidental death if you are the BNZ Advantage
  Visa Platinum Cardholder or an accompanying
  spouse, we will pay your and/or your accompanying
  spouse's estate an accidental death benefit of
  \$1,000,000 (or \$100,000 if you are aged 75 to 90 years
  while a passenger on an aircraft only);
- (b) On your accidental death if you are an accompanying dependent child, we will pay your estate an accidental death benefit of \$50,000 (per dependent child);
- (c) On the loss of either both hands or both feet or loss of the entire sight of both eyes, we will pay 100% of the accidental death benefit as is applicable, set out in subsection J.1.(a) or (b) above;
- (d) On the loss of one hand and one foot, or one hand and the entire loss of sight of one eye, or one foot and the entire loss of sight of one eye, we will pay 50% of the accidental death benefit as is applicable, set out in subsection J.1.(a) or (b) above; or
- (e) On the loss of one hand, or one foot, or the entire loss of sight of one eye, we will pay 25% of the accidental death benefit as is applicable, set out in subsection J.1.(a) or (b) above.
- 2. The most we will pay for all claims under this policy resulting from one (1) accident is \$4,000,000, regardless of the number of insured persons who suffer an injury as a result of the accident. Where there are a number of insured persons who each suffer an injury in the same accident, we will reduce our payment to each insured person proportionately up to a total of \$4,000,000.
- 3. The benefit payable under this policy will be paid to **you**, or in the event of **your** death, to **your** estate or legal representatives.

# Exclusions Applicable to Section J. 6.

In addition to the General Policy Exclusions, **we** will not pay for any claims arising directly or indirectly out of:

- Death or disablement caused by any illness, disease, suicide or self-inflicted injury.
- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 3. The intentional use of military force to intercept, prevent, or mitigate any known or suspected **terrorist act**.
- 4. Any terrorist act.
- Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.
- **6.** Consequential loss or damage;
- You, your spouse, dependent children or your designated beneficiary, executor(s), administrator(s), legal heirs or personal legal representatives engaging in any illegal conduct or criminal act.
- For more than one of the events specified in section J.6 (a)-(e) per person.

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- More than one claim per person, if you hold duplicate or multiple cards, from any one accident.
- Accidental death that is covered under section J.5. of the policy.

#### Section J. 7. - Loss of Income

We will pay the loss of your usual income, up to \$1,000 per week, if you are injured overseas during the journey as a result of an accident, and within ninety (90) days of being injured you lose all your income because you cannot do your normal work when you return to New Zealand.

# Exclusions Applicable to Section J. 7.

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

- The first thirty (30) days after you planned to resume your job.
- Any further benefit after we have paid you for three
   months.
- Any injury which is covered by any legislation which provides compensation and/or rehabilitation for injury or death caused by accident.
- **4.** Any inability to work as a result of sickness or disease.
- Loss of income for BNZ Advantage Visa Platinum Cardholders aged 75 years or over.

## Section J. 8. - Hijack and Detention

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

## Section J. 9. - Missed Connection

If your trip is for the purpose of attending a wedding, funeral, conference or sporting event which cannot be delayed due to your late arrival and the journey is delayed because of something unexpected and outside your control, we will pay you the reasonable additional cost of using alternative public transport to arrive at your destination on time. The most we will pay is \$2,000 per person.

# Section J. 10. - Kidnap and Ransom

- We will reimburse you the ultimate net loss of ransom paid by you following your kidnapping during the journey. In addition, we will pay your reasonable expenses, actually and necessarily incurred following receipt of a ransom demand after your kidnapping during the journey, for:
  - (a) Fees and expenses of any independent security consultants retained by you as the result of such a demand provided we have given our consent to the appointment;
  - (b) Interest paid on monies borrowed from a financial institution for the purpose of paying ransom. The amount of interest we will pay will be for a term not exceeding from thirty (30) days prior to the payment

- of the **ransom** until the first business day after **you** receive settlement from **us**, on a principal sum not exceeding \$250,000, and for a rate of interest not exceeding 2% above the current overdraft interest rate charged by BNZ; and/or
- (c) Any other expenses which are incurred for the purpose of investigating, negotiating, or paying a ransom demand or costs in recovering you, but excluding any expenses, fees or damages incurred as a result of any proceeding brought against you arising out of the kidnapping or the way it was handled, expenses, losses or damages caused by interruption to any business.
- The maximum amount we will pay under this section J. 10. Is limited to \$250,000.

## Conditions Applicable to Section J. 10.

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

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

## Exclusions Applicable to Section J. 10.

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

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

# Section J. 11. - Epidemic and Pandemic Cancellation, overseas medical and additional expenses

- If you, or your relative, is medically diagnosed with an epidemic or pandemic disease (including, but not limited to, COVID-19 and any mutation, strain, or variation of COVID-19) or any disease declared by a governmental body, official health authority or the World Health Organisation to be a public health emergency of international concern we will pay covered claims under the following sections;
  - (a) Section J. 1. 1. Cancellation, up to a maximum amount payable of \$100,000.
  - (b) Section J. 1. 2. Overseas medical and associated expenses, up to a maximum amount payable of \$350,000
- General Exclusion 26 will not apply to claims made in relation to this section.
- **3.** In all other respects, the terms, conditions, and exclusions detailed in **Section J. 1** remain unchanged.

# K. Administration and claims procedures

- 1. What to Do in the Event of a Claim
  - (a) If you require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want us to pay, you must contact AIG Travel on +64 9 359 1687 and obtain approval before arrangements are made or as soon possible. Failure to do so may affect your claim. You are expected to follow the advice and instruction of AIG Travel and where required, our advice and instructions;
  - (b) For other claim events advise us as soon as possible after completion of your journey;
  - (c) Submit to us all information we require in support of your claim, including but not limited to;
    - i. Your BNZ Account Statement(s)
    - **ii.** A copy of **your** itinerary or overseas return travel ticket;
    - iii. Your bank account number:
    - iv. Police/Loss Report (where applicable)
    - Medical all original medical accounts, receipts and report(s) from a legally qualified medical practitioner.
    - vi. Cancellation and additional expenses a letter from the applicable carrier/travel agent confirming cancellation/ refund of your travel arrangements and any receipts to support this claim.
    - vii. Luggage and personal effects proof of ownership e.g. receipts, instruction manuals, replacement prices, repair reports or photos. You will be asked to surrender to us any damaged goods which cannot be repaired.

- viii. Rental vehicle collision damage and theft excess

   a copy of the rental agreement, accident report, and the repair cost. You will need to provide original receipts.
- **(d)** For liability claims, do not make any admission or offer. Request the claim against **you** to be put in writing.
- (e) For cancellation claims under section J. 1., you must take steps to minimise your losses. As soon as possible after the cancellation you must:
  - i. Recover any refund you are entitled to; and
  - ii. Cancel any other travel or accommodation arrangements that depend on your cancelled arrangements and that you are now unable to use;
  - iii. In some circumstances we may be able to take over or transfer your travel or accommodation into our name.
  - You must notify us as soon as you become aware of any circumstances that may lead to the cancellation or curtailment of your journey;
- (f) For claims under section J. 2. (Luggage, personal effects and travel documents), you must report all incidents to the local authority within twenty-four (24) hours and a written acknowledgment obtained. You must immediately report any luggage loss or damage to the airline or carrier and submit a claim to them. The airline or carrier may be legally liable for the loss or damage.

**Your** claim form will allow **your** electronic submission to **us**. To download a claim form please visit bnztravel.co.nz and click on the claims menu.

## 2. Our right to defend or recover.

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

# L. Emergency and medical assistance service

If **you** suffer a claim event overseas or require assistance, simply call **AIG Travel** on +64 9 359 1687.

We accept reverse charge calls. If reverse charge calls are not available from your locality, costs incurred in contacting AIG Travel can be included as part of your claim. In remote areas we encourage you to test local phone services to ensure you can reach us in an emergency.

**AIG Travel** is supported by a worldwide team of highly skilled doctors and medical professionals who are available by telephone twenty-four (24) hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside New Zealand.

- You must contact AIG Travel and obtain approval before arrangements are made if you:
  - (a) Require hospitalisation or emergency transportation services; or
  - **(b)** Need to return to New Zealand early for any reason, and **you** want **us** to pay.

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

- 2. AIG Travel can help arrange:
  - (a) Claims assistance whilst overseas;
  - **(b)** Access to a Registered Medical Practitioner for emergency assistance and advice;
  - **(c)** Emergency transportation to the nearest suitable hospital;
  - (d) Emergency evacuation back home if necessary;
  - (e) Updates of your medical condition for your family back home:
  - (f) Payment guarantees to hospitals and insurance verification;
  - (a) Second opinions on surgery;
  - **(h)** Case management if hospitalised and cost containment and control; and
  - (i) Urgent message service and emergency travel planning.

The overseas assistance service in this benefit is provided by **AIG Travel** in conjunction with **your policy**.

# 2. Domestic Rental Vehicle Collision Damage and Theft Excess Cover

Please read the entire policy to determine **your** rights, duties and what is and what is not covered.

Words with special meanings are defined in Section A, Policy Definitions, or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used.

# A. Policy Definitions

- BNZ Advantage Visa Platinum Card means a current and valid BNZ Advantage Visa Platinum Card account and includes joint and/or additional cards of that BNZ Advantage Visa Platinum Card account. For the avoidance of doubt, business/ corporate Platinum cards are not included.
- Bodily Injury means physical harm to a person, caused by accident, including resulting sickness, disease or death.
- Collision means (i) the accidental impact of your rental vehicle, with an object, or livestock, while your rental vehicle is being operated or (ii) the accidental impact to your rental vehicle, while stationary, from another vehicle.
- 4. Covered Rental Trip means hire of the rental vehicle within New Zealand where the period of hire shown in the rental agreement is 31 days or less and you have paid the cost using your BNZ Advantage Visa Platinum Card.
- 5. Excess means the amount you must pay under the terms of your rental agreement as a result of physical damage to, or theft of the Rental Vehicle which is covered under the Rental Vehicles insurance.
- Natural Catastrophe means flood, windstorm, lightning, fire, explosion, landslide, volcanic action, earthquake and/or tsunami.
- 7. Physical Damage means direct and accidental loss to the rented vehicle including its permanently installed equipment, caused by, collision, upset, unintended physical harm, fire, flood, earthquake, windstorm, malicious mischief or vandalism, contact with a bird or animal, missiles or falling objects, or breakage of glass.
- 8. Policy Effective Date means the date shown on the front cover of the BNZ Advantage Visa Platinum Credit Card Insurances, from which you are covered by this insurance, and which will continue until either (i) Your BNZ Advantage Visa Platinum Card account is closed or (ii) Bank of New Zealand (BNZ) remove this cover as a benefit of the BNZ Advantage Visa Platinum Card in accordance with your account terms.
- **9. Property Damage** means physical injury to or destruction of another party's property, including loss of use.

- **10. Rental Agreement** means the contract of hire between **you** and the **rental company**.
- Rental Company means a company, or agency, fully licenced by the relevant local regulatory authority to provide rental vehicles.
- 12. Rental Vehicle means a motor vehicle rented or hired by you under a rental agreement from a recognised motor vehicle rental company within New Zealand and is intended for the carriage of passengers.
- 13. Special Type Rental Vehicle means any vehicle designed for carrying freight, trailers, motorcycles, mopeds, modified or improved vehicle, all terrain vehicles or quadbikes, any vehicle with less than or more than four (4) wheels, and/or vehicle equipped with a lifting apparatus, except if designed for a disabled driver.
- **14.** Theft or Stolen means the unlawful taking of the rental vehicle, by a third party, without your consent.
- You, Yourself means a person to whom BNZ has issued a BNZ Advantage Visa Platinum Card.
- **16. Your** means belonging or pertaining to **you**.
- We, us, and our means AIG Insurance New Zealand Limited or our representatives.

# B. The Policy

1. What We Cover

We will reimburse you for any excess which you become legally liable to pay in respect of a rental vehicle during a covered rental trip if:

- (a) The hiring arrangement incorporated comprehensive motor insurance against damage to or theft of the rental vehicle during the covered rental trip; and
- (b) You complied with all requirements of the rental company under the rental agreement and of the insurer under such insurance.

The maximum **We** will pay is NZ\$5000 per claim, inclusive of GST and in aggregate for all claims during any calendar year.

2. Policy Exclusions

We will not cover any losses:

- 1. Other than those listed in Section B.1, "What We Cover";
- 2. That do not occur during a covered rental trip;
- 3. Damage or theft which occurs beyond the limits of any public roadway.
- 4. Any event that occurs outside New Zealand;
- Arising from bodily injury or property damage to a third party:
- Due to depreciation and diminishment of value of the rental vehicle;

- 7. To any equipment that is not permanently installed in or on the **rental vehicle**;
- 8. To your contents in the rental vehicle;
- From stains or other damage to the upholstery or carpet of the rental vehicle, unless the result of a covered loss;
- 10. Occurring to special type rental vehicles;
- 11. Arising out of commercial use of the rental vehicle;
- Arising from any damage to property transported by you or in your care, custody or control;
- Resulting from operation of the rental vehicle by any person other than authorised drivers specified in the rental agreement;
- **14.** To **rental vehicles** for which a **rental agreement** was not signed by **you**;
- 15. Resulting from your driving under the influence of alcohol, illegal drugs, or medicines not prescribed by a medical professional;
- **16.** Resulting from **your** driving against medical advice;
- 17. For damage or theft arising from you operating the rental vehicle in violation of the terms of the rental agreement or damage or theft which occurs beyond the limits of any public roadway.
- 18. Resulting from your driving without a valid driving licence;
- **19.** To the **rental vehicle** as a result of its fuel tank being filled, partially or entirely, with the incorrect fuel;
- **20.** Caused in whole or part from carrying more than the permitted number of passengers in the **rental vehicle**;
- 21. Occurring while the rental vehicle is being towed;
- **22.** Arising from **your** operation of vehicles which are not **rental vehicles**;
- Arising out of the use of the rental vehicle in, or training for, racing competitions, trials, rallies or speed testing;
- 24. Resulting in bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
- 25. For rental vehicle tyres;
- 26. Due to a natural catastrophe, atmospheric or climatic conditions, wear and tear, gradual deterioration, manufacturing defects, mechanical or electrical breakdowns, damage from insects or vermin, rust, cleaning or repairs; or inherent vice;
- Due to, or related to, a nuclear, biological or chemical event;
- 28. Due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, riots, strikes, uprising, military or

- usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority of any kind;
- Arising out of any fraudulent, dishonest or criminal act committed by you, or anyone with whom you colluded;
- **30.** If **you** are entitled to claim the loss from any other insurance.
- **31.** If they are assumed, waived or paid by the **rental company** or its insurers.
- **32.** If the loss is reimbursed by **your** employer's insurer.
- **33.** Due to the order of any government, public authority, or customs' official, including destruction or confiscation; or
- 34. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data within the rental vehicle as a result of unauthorized access or unauthorized use of such system or data or the transmission, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information. Electronic data means any data stored on a computer system.

## We will also not be liable:

- 35. To provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose us, our parent company or our ultimate controlling entity to any penalty under any sanctions law or regulation.
- 3. Cover Conditions
  - To be covered, you must use your BNZ Advantage Visa Platinum Card to pay for the entire cost for the rental vehicle.
  - This policy operates on a reimbursement basis, which
    means you are normally required to pay the Excess due
    under your Rental Agreement first and reclaim the costs
    from us where your claim is covered under this policy.
- 4. Duties After A Loss

In the event of a loss, you shall:

- Notify the rental company and comply with the Rental Companies requirements
- File a police report, where applicable, within 24 hours of discovering the loss;
- 3. Submit a claim to us in writing. You can obtain a claim form from our website bnztravel.co.nz or you can call us on 0800 269 872 and we can send one to you. You will need to include the following documents to us along with your completed claim form:
  - a) any official police report (if applicable); and
  - b) a repair estimate or itemized repair bill; and
  - c) your original rental agreement; and

- a front and back copy of the driver's license of the person driving the rental vehicle involved in the accident, if applicable; and
- e) all other relevant documents we may ask you to provide; and
- Cooperate with us in investigating, evaluating and settling a claim.
- Allow us to survey your rental vehicle if it is still in your possession;
- **6.** Not settle, reject, negotiate or agree to pay any claim without **our** written permission.

# C. Policy Conditions

1. Arbitration

Any dispute regarding the terms of this contract including any question regarding its existence, validity or termination will be referred to and resolved by arbitration in New Zealand in accordance with the Arbitration Act 1996.

2. Governing Law

This **policy** shall be governed by the law of New Zealand.

3. Concealment or Fraud

**Your** right to receive any benefit under this **policy** is cancelled if **you** have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to **us**, whether before or after the loss.

4. Loss Prevention

**You** must use all reasonable means to avoid future loss at and after the time of loss.

5. Transfer

**You** may not transfer **your** interest in this insurance to anyone.

6. Subrogation

If we make any payment or otherwise make good on any loss applying under this **policy**, we shall be subrogated to all **your** rights of recovery against any other person or persons and **you** shall complete, sign and deliver any documents necessary to secure such rights. **You** shall not take any action following a loss to prejudice such rights of subrogation.

8. Burden of Proof

In any action, suit or other proceedings where **we** allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this **policy**, the burden or proving that such loss or damage is covered shall be on **you**.

9. Compliance

**We** have no duty to provide coverage under this **policy** unless there has been full compliance with the duties that are detailed in each **policy** section.

# D. Cancellation or changes to this policy

- Pursuant to BNZ's agreement with us, this policy may be cancelled at any time, provided that BNZ shall give you fourteen (14) days' written notice of any cancellation to your last known address.
- If your BNZ Advantage Visa Platinum Card account is cancelled by either you or BNZ, your cover will cease immediately.
- 3. Changes to this policy. Pursuant to its agreement with us, and subject to agreement from us, BNZ may change, add to, delete or replace the terms and conditions of this policy at any time by giving you fourteen (14) days' written notice to your last known address.

# E. The Fair Insurance Code

AIG Insurance New Zealand Limited, as a member of the Insurance Council of NZ Incorporated, subscribes to the Fair Insurance Code. If **you** are unhappy with the service **you** have received from **us you** should contact **us**. **We** have an internal complaints process and undertake to investigate **your** concerns promptly and fairly.

Disputes resolution Process

**You** may contact **us** to make a complaint by telephone, by email or by completing **our** feedback form online at https://www.aig.co.nz/contact/feedback-and-complaints-form or by writing to:

The Complaints Manager AIG Insurance New Zealand Limited PO Box 1745 Shortland Street Auckland 1140 New Zealand

**We** are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs.

Your complaint will be referred to FSCL if we have reached a "deadlock" in trying to resolve it. FSCL's contact details are info@ fscl.org.nz or telephone 0800 347 257. Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to you to use the services of FSCL.

# F. Privacy

## 1. Privacy statement

This **policy** is issued/insured by **us. We** collect information necessary to underwrite and administer this **policy**, to maintain and improve customer service, and to advise **you** of **our** products. **We** will collect, use, disclose, hold and otherwise process **your** personal information in accordance with **our** privacy **policy** available at https://www.aig.co.nz/privacy-**policy**. **You** should read that **policy** as it includes important information such as how **we** will use and disclose **your** personal information, how to contact **us** and **your** rights to request access to and correction of **your** personal information.

## 2. Your access to personal information

**You** may gain access to or request correction of **your** personal information by writing to:

privacy.officernz@aig.com

The Privacy Manager

AIG Insurance New Zealand Limited PO Box 1745 Shortland Street, Auckland 1140, New Zealand

While access to this personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some limited circumstances.

Notes:				

For 24-hour 7-day, personalised, Platinum Visa Card assistance (including lost or stolen cards), call **us** on one of the numbers below.

# Within New Zealand: 0800 931 932

#### 0800 931 932

#### Overseas:

If you are overseas dial +64 800 931 932. (If you experience difficulties dialling this free number, you can make a collect call to +64 4 924 2424.

# Then use the following menu options to link to:

- 1. Card enquiries or lost and stolen card.
- 2. Visa Concierge service.
- **3.** To activate **your** new BNZ Advantage Visa Platinum card.
- Platinum Travel Insurance general enquiries.

# Need more information?

- Enquiries in New Zealand: 0800 BNZ TRAVEL (0800 269 872)
- If calling from overseas: +64 9 359 1687 and reverse the charges
- Visit bnz.co.nz
  - Visit any BNZ Branch