

# BNZ Advantage Visa Platinum Credit Card Insurances

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#### Welcome

This document sets out what you are covered for, what you are not covered for, and things you should do if you have unexpected expenses or suffer a loss.

There are four policy documents in this booklet:

- Part 1 90 Day Platinum International Leisure Travel Insurance
- Part 2 Business Travel Extension for Dual Cardholders
- Part 3 Domestic Rental Vehicle Collision Damage and Theft Excess Cover
- · Part 4 Privacy, Complaints and Feedback

Cover under Parts 1 and 3 is available to BNZ Advantage Visa Platinum Cardholders.

Cover under Part 1, Part 2 and Part 3 is available to dual cardholders of a BNZ Advantage Visa Platinum Card and a BNZ Advantage Visa Business Card ("Dual Cardholder").

Cover under Part 3 for a Dual Cardholder is only available via their BNZ Advantage Visa Platinum Card.

Part 4 details privacy considerations, and what you should do if you have a complaint or other feedback, and applies to each of Parts 1, 2 and 3.

We recommend that you read each policy as applies to you, in full.

### 1. Help reading these Policies:

#### **Understanding benefits**

This booklet contains sections called What we cover – policy benefits. These sections show the benefits of each policy, and the terms and conditions of those benefits, including any sub-limits.

#### The Schedule of Benefits

Part 1 policy benefits should be read together with The Schedule of Benefits, the ("Schedule"), pages 6 - 7. The Schedule is a summary of the cover showing the maximum amounts we will pay for any one journey, by benefit.

The amounts shown in the Schedule apply:

- · per person, or
- per family (where stated); and
- in the case of benefit G Overseas rental vehicle hire, per covered journey.

There is no Schedule of Benefits attaching to Part 3 Domestic Rental Vehicle Collision Damage and Theft Excess Cover. Refer to Part 3 of this booklet on pages 22 - 23 for a full description of the cover available including the sums insured.

#### Age limits, and other cover limitations

Ages shown in the Schedule apply to you at the date of your departure for the covered journey. The Schedule contains important cover restrictions and exclusions to the automatic cover available if you will be aged 75 years up to and inclusive of 89 years on the date of departure.

If, at the date of your departure you are aged 90 years or over, then no cover is automatically provided under Part 1.

You may, however, be able to buy some of these restricted and excluded covers by purchasing Mature Traveller Medical Cover. If you or your **spouse** will be 75 or over when you start your journey, then you should read Part 1 Mature Traveller Medical Cover for over 75's on page 6 for details of what cover Mature Traveller Medical Cover includes and how to apply.

Part 3 does not include any age limits.

#### Types of overseas journeys covered

Part 1 90 Day Platinum International Leisure Travel Insurance covers leisure travel only and excludes business or work-related travel. You may however be covered for business or work-related travel if you meet the conditions under Part 2 Business Travel Extension for Dual Cardholders.

Under Part 1 we will cover most normal tourist activities that are provided, guided or supervised by a local licensed commercial operator, such as:

- · Cruises;
- Snow sports within marked commercial ski field boundaries;
- Treks, hikes and tramps below 3,000 metres altitude;
- Bungy jumping, zip-lining and white water rafting;

always provided such activities are available to the general public without restriction (other than height or general health and fitness warnings).

If you do hazardous sports or activities during your journey, we won't cover you for any claims that result out of your participation. Refer to General Exclusion 12 together with the definition of hazardous sports or activities on page 18.

Important note: Please read the definition of hazardous sports or activities closely. Hazardous sports or activities as defined, specifically states some limited circumstances of recreational diving, motorcycling and amateur competition sports we cover.

If you are unsure whether you will be covered for an activity you will undertake, you should call us on **0800 269 872**.

#### Understanding exclusions

Exclusions describe circumstances where you will not have any cover under a benefit. These are stated at the end of each benefit section under the heading What you are not covered for under this benefit section.

In certain circumstances, no cover is available whatsoever under any part of the policy. These are the policy general exclusions which are listed under sections called What we do not cover – general exclusions, on pages 14 - 15 for Part 1, on page 21 for Part 2 and pages 22 - 23 for Part 3.

#### **Understanding conditions**

Conditions describe things you may need to do or be aware of for your cover to be valid, and in the event of a claim.

Your Eligibility for cover under Part 1 relies on certain conditions being met by you for each and every journey.

Conditions that are specific to a benefit follow that benefit under the header Conditions applicable to this benefit section.

General conditions on pages 15 - 17 for Part 1, on pages 20 - 21 for Part 2 and page 23 for Part 3, explain the overall obligations you have under each policy to make sure your cover is valid, and your claim may be considered. General conditions also explain some things we might do lawfully, which may affect you.

Important note: General conditions on page 15 for Part 1 details disclosures you must make to us if your health changes after you have met the Eligibility criteria, but prior to your departure on your journey. Please refer to Known circumstances and changes in health.

#### Definitions, and words with special meaning

Words in **bold** are defined terms. The meaning of words in bold are found under Definitions on pages 17 - 19 for Part 1, on page 20 for Part 2 and page 23 for Part 3.

The words 'we', 'our', 'us', 'you', 'your' and 'journey' whenever they appear also have the meaning described in the Definitions for the applicable policy, but do not appear in bold so that the policy is easier to read.

If we mention a word capitalised within brackets and with apostrophe marks in a policy, this means we are applying a special meaning, ("Special Meaning") to that word or words. This meaning will apply each time we refer to the capitalised term elsewhere in the policy. Words with Special Meaning will apply in common between Parts 1 and 2, but not Part 3.

Words with Special Meaning are also listed under Definitions for Part 1.

#### Help understanding your cover

To help you understand the covers available under this document you can visit **bnztravel.co.nz** to review FAQs and other policy information.

If you need further help to understand your cover, please refer to our contact details on page 4.

#### 2. About us

The 90 Day Platinum International Leisure Travel Insurance, the Business Travel Extension for Dual Cardholders, and the Domestic Rental Vehicle Collision Damage and Theft Excess Cover, the ("Policies") are provided to you by AIG Insurance New Zealand Limited ("AIG") under an agreement with BNZ, under which BNZ makes the Policies available to you.

BNZ is neither the insurer nor agent of AIG in relation to the Policies and does not guarantee the obligations of AIG under the Policies.

The Policies are 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 the Policies.

You cannot assign cover under the Policies to anyone else.

#### 3. How to contact us

#### If you are in New Zealand

For general enquiries within New Zealand call AIG on 0800 269 872.

FAQs and other helpful policy information is available online at bnztravel.co.nz

#### While you are travelling overseas

For AIG Travel Emergency Assistance during your journey call +64 9 359 1687 or email us at nzassistance@aig.com

AIG Travel staff are available to assist you 24 hours a day, seven days a week if you have a travel emergency, or should you require any assistance during your journey.

#### How to submit your claim

Visit the 'Claims' page at **bnztravel.co.nz** to submit your claim online, or to download a claim form for your emailed or postal submission.

If you would like to speak with us about your claim call 0800 269 872 where you are in New Zealand, or if you are overseas and need our Emergency Assistance (or simply wish to discuss submitting your claim whilst you are still overseas), then refer to the details above While you are travelling overseas.

**Important note:** You should review General conditions related to Claims on pages 16 - 17 before you submit your claim.

## Part 1: 90 Day Platinum International Leisure Travel Insurance

### 1. Eligibility

We provide automatic cover under the 90 Day Platinum International Leisure Travel Insurance Policy to BNZ Advantage Visa Platinum Cardholders, including their accompanying spouse and dependent child(ren) under the following conditions:

- The BNZ Advantage Visa Platinum Cardholder makes a payment of any amount towards the pre-paid travel costs of the journey using their BNZ Advantage Visa Platinum Card; and
- You (including any accompanying spouse and/or dependent child(ren)) permanently reside in New Zealand and will return to New Zealand at the end of your journey<sup>\*</sup>; and
- You (including any accompanying spouse and/or dependent child(ren)) hold return ticket(s) for the journey when you depart New Zealand; and
- 4. The overseas portion of the journey is no more than 90 days; and
- The BNZ Advantage Visa Platinum Cardholder and any accompanying spouse are under the age of 90 years\* at the date of departure.

If family members hold joint or additional BNZ Advantage Visa Platinum Cards

Family members who are joint or additional BNZ Advantage Visa Platinum Cardholders and who will take journey's independently of each other, can be covered in their own right so long as each of the conditions of Eligibility 1 – 5 is satisfied for each traveller, including using their personal BNZ Advantage Visa Platinum Card in respect of Condition 1 of Eligibility, and for each and every journey.

The next section details how you can apply for optional covers. Some optional covers supplement the automatic cover conditions of Eligibility. For instance, duration and age requirements.

## Confirming your cover online, your Certificate of Insurance, and Policy Number

#### Automatic cover confirmations

Prior to each and every journey you can visit **bnztravel.co.nz** to:

- 'Check Your Cover' and confirm that you have met all Eligibility conditions for automatic cover.
- 2. Obtain an insurance certificate showing a unique certificate number for your journey, ("Certificate of Insurance").

To do this go to the 'Check Your Cover' page and use the online form to answer our questions about your trip ("Questionnaire").

If you use the Questionnaire to confirm your Eligibility, we will email you confirmation of your cover.

We do not require that you complete the Questionnaire to have cover over your journey. Your journey will be automatically covered as long as you have met all Eligibility conditions 1 – 5.

The Certificate of Insurance states a reference unique to your journey, which you can quote to us, or third parties as required, however your policy number will always be the first 6 digits of your eligible credit card, ("Policy Number").

#### Optional cover purchases

Prior to each and every journey you can visit **bnztravel.co.nz** to apply for the following optional covers:

- · Mature Traveller Medical Cover
- · Trip Duration Extension Cover
- Pre-Existing Medical Conditions Cover
- High Value Items Cover (Specified Items)

These covers are described in detail below. If we accept your application for optional cover, a premium may be payable by you. You are not obligated to purchase the optional cover where we have accepted your application.

Optional cover purchases must be made before you depart New Zealand at **bnztravel.co.nz**. You must apply for optional cover for each and every trip you wish to have optional cover over.

If you purchase any optional cover(s) we will provide you with a Certificate of Insurance showing details of the optional cover purchased including the dates for which cover applies and email you confirmation of your cover.

- ^ This Policy provides cover for cardholders intending to return to New Zealand at the conclusion of their travel. If you do not hold New Zealand citizenship or Permanent Resident status then AIG may not be able to assist with medical evacuation in the event of a medical emergency overseas. In the event that you cannot return to New Zealand to continue receiving treatment due to your residency status then cover under the policy may no longer be
  - New Zealand to continue receiving treatment due to your residency status then cover under the policy may no longer be available. If you are unsure about your residency status, please seek independent advice. AIG cannot provide any advice relating to your immigration status.
- \* This Policy is subject to age limits beginning from 75 years. Please refer to Age limits, and other cover limitations on pages 3 4.

#### Mature Traveller Medical Cover for over 75's

You can purchase most of the restricted or excluded covers described in the Schedule if you are aged 75 or over at your date of departure, ("Mature Age Traveller"), using the Questionnaire to apply for Mature Traveller Medical Cover.

If you purchase Mature Traveller Medical Cover you will still need to satisfy any Eligibility conditions not related to age.

If you purchase Mature Traveller Medical Cover, age limits to the following benefit sections are removed and the maximum amounts payable will default to the sum insured shown for persons under 75 years of age:

- A. Travel cancellation before your journey starts
- B. Travel cancellation after your journey starts
- · C. Overseas medical expenses
- D. Unexpected travel expenses
- · L. Epidemics and pandemics

Age limits will still apply to the benefits listed under benefit section H. Accident lump sum benefits and loss of income. This means that Mature Traveller Medical Cover will not increase the maximum amount payable in respect of Accidental death and disablement common carrier cover or add Loss of income cover for Mature Age Travellers aged 75 years to 89 years, or provide any benefit under benefit section H. Accident lump sum benefits and loss of income, for Mature Age Travellers aged 90 years or over.

#### Trip Duration Extension up to 180 days

If you are taking a trip longer than 90 days duration, there is no automatic cover available under the policy over any part of your trip unless you purchase a Trip Duration Extension before you leave New Zealand.

If you are unsure whether your trip is within or over the 90 day limit, you can enter both the dates, and times, of your departure and return into the Questionnaire to check.

If you purchase cover for a trip over 90 days, you will still need to satisfy any Eligibility conditions not related to duration.

#### Cover your pre-existing medical conditions

The Questionnaire will ask whether you require cover for your pre-existing medical conditions. If you do, you will be offered online medical screening, and we will ask you questions about your conditions. You must tell us about all your pre-existing medical conditions and not just those you seek to cover.

From the answers you provide we will determine whether your conditions can be covered.

Where we accept your application to cover **pre-existing medical conditions**, a premium will be payable by you. Whether we accept your application to cover your conditions may vary from trip-to-trip due to changes in your health, your age, or the destination(s) and/or duration of each journey.

If you decide not to take up our offer of cover over your pre-existing medical conditions, or if we have declined to cover your declared conditions over your specific trip, then as long as you meet all Eligibility conditions, you can still have cover under the policy, including medical cover over medical events that are unrelated to your pre-existing medical conditions.

Important note: Medical treatment outside New Zealand can be extremely expensive. Before deciding to travel without cover over your pre-existing medical conditions you may wish to seek independent advice.

#### Cover your high value items

Using the Questionnaire you can increase the sum insured under benefit section F. Luggage, personal belongings and travel documents for your high value items ("Specified Item"), to the Specified Item's value, or \$10,000, whichever is the lesser.

Covering Specified Items does not alter the maximum amount payable under benefit section F shown in the Schedule. This means if you cover an item worth \$10,000 (the maximum amount you may cover a Specified Item to) then if you have a claim for that item, this will have exhausted the limit available to you (per person) under benefit section F.1.

Where reasonably possible, you must carry any Specified Item with you and not in your checked luggage.

Bicycles, surfboards and sporting equipment cannot be nominated as Specified Items.

#### 3. The Schedule of Benefits

The maximum amounts payable to you under each benefit section of this policy for each journey are set out below in the Schedule. The following amounts are subject to the terms and conditions of the policy, including sub-limits, and all limits below should be read together with the relevant benefit section.

Applicable excesses: you must pay the first \$200 of each and every claim arising from the same event under benefits A, B, C, D, F, G, J & L.

### The Schedule

#### The maximum amount payable

Age limits are applied to your age at the date of departure for your journey

		Age limits are applied to your age at	the date of departure for your journey
Benefit Section	Policy Benefits	Sum insured (For persons under 75 years of age)	Sum insured (For persons aged 75-89 years)
<b>A</b> *	Travel cancellation before your journey starts	Unlimited	\$5,000 per person <sup>#</sup>
	Travel agent's cancellation fees	\$500 per journey	\$500 per journey
B*	Travel cancellation after your journey starts	Unlimited	\$5,000 per person <sup>#</sup>
	Travel agent's cancellation fees	\$500 per journey	\$500 per journey
C*	Overseas medical expenses	Unlimited**	Not covered <sup>#</sup>
	Bed care	\$5,000 per person	Not covered#
	Sublimit per continuous 24-hour period	\$50 per person	
	Accompanying person	Unlimited	Not covered <sup>#</sup>
	Repatriation of mortal remains or funeral at place of death	\$20,000	Not covered#
	Ongoing medical expenses in New Zealand	\$1,000 per person	Not covered#
<b>D</b> *	Unexpected travel expenses	Unlimited	\$5,000 per person#
E	Travel delay	\$750 per person \$1,000 per family	\$750 per person \$1,000 per family
	Sublimits: per continuous 12 hour period	\$250 per person and \$500 per family	\$250 per person and \$500 per family
<b>=</b> *	Luggage, personal belongings and travel documents	\$10,000 per person \$20,000 per family	\$10,000 per person \$20,000 per family
	Sublimits: Limit any one item	\$2,000	\$2,000
	Increased limit any one item - laptops only	\$6,000	\$6,000
	Emergency replacement of luggage	\$300 per person \$600 per family	\$300 per person \$600 per <b>family</b>
G*	Overseas rental vehicle hire	\$5,000 per journey	\$5,000 per journey
H~	Accident lump sum benefits and Loss of income		
	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
	Accidental death and disablement common carrier	\$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^
	Loss of income (due to an injury)	Up to \$1,000 per week to a maximum of 3 months	Not covered^
	Special event missed connection	\$2,000 per person	\$2,000 per person
<b> </b> *	Personal liability	\$2,500,000 per person	\$2,500,000 per person
(	Unlawful detention		
	Hijack and illegal detention	\$6,000 per person	\$6,000 per person
	Sublimit: per continuous 24 hour period	\$100 per person \$100 per person	
	Kidnap and ransom	\$250,000 per person	\$250,000 per person
*	Epidemics and Pandemics		
	Cancellation	\$100,000 per person	Not covered <sup>#</sup>
	Overseas medical expenses	\$350,000 per person Not covered#	

<sup>#</sup> Persons aged 75 - 89 years may apply to remove the age limit to these benefits online at bnztravel.co.nz with Mature Traveller Medical Cover purchases for each and every trip. If cover is accepted the maximum amount payable will default to the limit shown for persons under 75 years

<sup>^</sup> Purchase of Mature Traveller Medical Cover does not remove the age limit for any Mature Age Traveller for this benefit.

Purchase of Mature Traveller Medical Cover does not remove the age limit for Mature Age Travellers 90 years and over (if we accept your Mature Traveller Medical Cover application when you are 90 years or over, benefit section H will be the only excluded section and all other benefits will default to the limit shown for persons under 75 years of age).

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

<sup>\*\*</sup> Limited to 24 months after the accidental injury or illness occurred.

## 4. What we cover - policy benefits

These are the benefits of the policy. We provide you with the following cover for your journey up to the maximum amounts payable stated in the Schedule, and subject to the terms and conditions of the policy, and payment of any applicable excess.

## A. Travel cancellation before your journey starts

Cancellation cover under this section will start from the time you pay deposits toward your pre-paid travel costs.

We will reimburse the non-refundable portion of your **prepaid travel costs**, and up to \$500 of non-refundable travel agent fees, if you must cancel your planned journey due to:

- 1. Your unforeseeable death, accidental injury or illness; or
- 2. The unforeseeable death, accidental injury or illness of your travelling companion or your business partner; or
- 3. You having to respond to the unforeseeable death, accidental injury or illness of your **relative** who was under the age of 80 years at the date of the event, and a resident of New Zealand or Australia; or
- 4. Any other unforeseeable circumstances that are outside your control other than death, accidental injury or illness.

Important note: If you redeem frequent flyer or equivalent loyalty points in paying for your pre-paid travel costs, then we will assess any claim based on the equivalent cash price for the same transport or accommodation arrangements.

#### Conditions applicable to this benefit section A:

- 1. You must take steps to minimise your losses. As soon as possible after the cancellation you must:
  - a) Recover any refund you are entitled to; and
  - b) Cancel any other travel or accommodation arrangements that depend on your cancelled arrangements, and that you are now unable to use.

#### What you are not covered for under this benefit section A:

- 1. Your transport being delayed where your transport provider caused the delay and is liable for the costs incurred by you.
- Costs arising from your transport provider making changes to your original ticket(s) due to changes in scheduling.
- 3. The unforeseeable death, accidental injury or illness of your relative, who:
  - a) was aged 80 years or over at the date of the event; or
  - b) was not a resident of, and living in, New Zealand or Australia.

## B. Travel cancellation after your journey starts

Cancellation cover under this section will start from the time you depart New Zealand on your journey.

We will reimburse the non-refundable portion of your prepaid travel costs, and up to \$500 of non-refundable travel agent fees, if you have to change your journey arrangements, including where you will return to New Zealand early, due to:

- 1. Your unforeseeable death, accidental injury or illness; or
- The unforeseeable death, accidental injury or illness of your travelling companion or your business partner; or
- 3. You having to respond to the unforeseeable death, accidental injury or illness of your **relative** who was under the age of 80 years at the date of the event, and a resident of New Zealand or Australia; or
- 4. Any other unforeseeable circumstances that are outside your control other than death, accidental injury or illness.

Important note: If you redeem frequent flyer or equivalent loyalty points in paying for your pre-paid travel costs, then we will assess any claim based on the equivalent cash price for the same transport or accommodation arrangements.

#### Conditions applicable to this benefit section B:

- 1. You must take steps to minimise your losses. As soon as possible after the cancellation you must:
  - a) Recover any refund you are entitled to; and
  - b) Cancel any other travel or accommodation arrangements that depend on your cancelled arrangements and that you are now unable to use.

#### What you are not covered for under this benefit section B:

- 1. Your transport being delayed where your transport provider caused the delay and is liable for costs incurred by you.
- Costs arising from your transport provider making changes to your original ticket(s) due to changes in scheduling.
- 3. The non-refundable unused portion of your pre-paid travel costs where alternative travel or accommodation is paid for by us as part of a claim under benefit section D. Unexpected travel expenses, or, in the case AIG Travel arrange your medical evacuation or repatriation, under benefit section C. Overseas medical expenses.
- 4. The unforeseeable death, accidental injury or illness of your relative, who:
  - a) was aged 80 years or over at the date of the event; or
  - b) was not a resident of, and living in, New Zealand or Australia.

#### C. Overseas medical expenses

Important note: Refer to Optional cover purchases on page 5 for how to apply for cover over your pre-existing medical conditions.

- If, while you are overseas on your journey you suffer an accidental injury or an illness, we will pay your medical expenses reasonably and necessarily incurred outside New Zealand, as directed by a medical practitioner, including:
  - a) for your treatment as a hospital in-patient or out-patient, ambulance transfers, medical aids such as wheelchair hire and like aids or devices; and
  - b) if required, and at the sole determination of AIG Travel, for your medical evacuation and repatriation.

Important note: If you are hospitalised, then you or someone on your behalf must call AIG Travel as soon as possible on +64 9 359 1687 and tell us about your circumstances so that we can assist you.

- If, while you are overseas on your journey you suffer acute dental pain and require emergency pain relief, or, you suffer an injury to your teeth in an accident requiring medical (but not cosmetic) treatment, we will pay dental expenses for:
  - a) the administering of pain relief as prescribed by a medical practitioner and/or a dentist; and
  - b) treatment of the injury to those teeth impacted by the accident, as necessarily administered by a medical practitioner and/or a dentist.

#### Bed care patient benefit

3. We will pay you \$50 for each continuous 24-hour period you are a hospital **bed care** patient if you suffer an accidental injury or illness during your journey for which you have a valid claim under benefit C.1.(a) of this section.

#### Accompanying person

- 4. Where you have a valid claim under benefit C.1.(a) of this section, we will also pay the cost of one person to travel to you, remain with you, and accompany you back to your place of residence in New Zealand where:
  - a) the cost is incurred on the advice of a **medical practitioner**, and
  - b) AIG Travel have agreed to pay the cost.

#### Repatriation of mortal remains or funeral at place of death

- 5. If you die during your journey, then we will pay the costs of:
  - a) Your funeral at the place of your death, and
  - b) Burying or cremating you at the place of your death; or
  - c) Repatriating your mortal remains to New Zealand.

#### Ongoing medical expenses in New Zealand

- We will pay for your ongoing medical expenses up to \$1,000 which relate to your accidental injury or illness and which are:
  - a) incurred within the first three months after you return to New Zealand; and
  - b) are for the treatment of your illness or injury for which you have a valid claim under benefit C.1.(a) of this section.

**Important note:** benefit C.6 does not apply to any ongoing costs in New Zealand for dental injury or illness.

#### Conditions applicable to this benefit section C:

- For medical benefits under this section to extend to cover your pre-existing medical conditions you must have applied for, we must have accepted to cover, and you must have paid the applicable premium to cover your pre-existing medical conditions.
- 2. For your cover to be valid under C.5. Repatriation of mortal remains or funeral at place of death you must have been medically fit to travel at your departure and not suffering any terminal illness.

#### What you are not covered for under this benefit section C:

- 1. Costs arising out of your failure to return to New Zealand after our medical advisor considers that you may have safely been repatriated to New Zealand at our expense.
- 2. Medical care costs as a result of your failure to take medication you were prescribed in New Zealand prior to the commencement of your journey, unless your medication was stolen.
- 3. Elective medical treatment.
- 4. Continuation of any treatment that had commenced before your journey. Treatment includes any care related to diagnostics you sought before departing on your journey.
- 5. 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. Any medical expenses incurred more than twenty-four (24) months after the accidental injury or illness which is the subject of the claim, first occurred.
- Dental treatment for cosmetic purposes, or where the purpose of treatment is to remediate a lack of day-to-day dental maintenance, and/or any injury to teeth that did not occur during the journey.
- 8. Dental treatment if the injury to teeth arose out of normal biting and chewing whilst eating (which includes using utensils to eat with). This exclusion does not apply where the dental injury arises from biting or chewing food contaminated with a hard non-food substance, such as a piece of metal or plastic.
- 9. Dental treatment to remediate dental bridges, crowns and dental prosthesis.

#### D. Unexpected travel expenses

We will pay your reasonable extra and unexpected travel, meal and accommodation expenses that you necessarily incur to cut your journey short and come home, or to change your planned itinerary, due to:

- Your accidental injury or illness for which you have a valid claim under benefit C.1.(a) Overseas medical expenses; or
- 2. The unforeseeable death, accidental injury or illness of your travelling companion or your business partner; or
- 3. You having to respond to the unforeseeable death, accidental injury or illness of your **relative** who was under the age of 80 years at the date of the event, and a resident of New Zealand or Australia: or
- 4. Any other unforeseeable circumstances that are outside your control other than death, accidental injury or illness.

Important note: If you are hospitalised or are likely to incur substantial unexpected expenses, then you or someone on your behalf must call AIG Travel as soon as possible on +64 9 359 1687 or email us at nzassistance@aig.com and tell us about your circumstances so that we can assist you.

#### What you are not covered for under this benefit section D:

- Your transport being delayed where your transport provider caused the delay and is liable for costs incurred by you.
- 2. Costs arising from your transport provider making changes to your original ticket(s) due to changes in scheduling.
- 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.
- 4. Costs arising out of an illness or injury that is not covered under benefit section C. Overseas medical expenses.
- 5. Costs payable under benefit section C. Overseas medical expenses.
- 6. The unforeseeable death, accidental injury or illness of your **relative**; who:
  - a) was aged 80 years or over at the date of the event, or
  - b) was not a resident of, and living in, New Zealand or Australia.
- 7. Costs arising from you changing your planned itinerary to include new destinations other than where:
  - a) the new destination is Australia, and you have a valid claim under benefit D.3 in respect of your relative.
  - b) The new destination is a necessary stopover to enable you to cut your journey short and return home by the most direct route available.
- 8. If you have a valid claim under benefit D.3. of this section in respect of the unforeseeable death, accidental injury or illness of your **relative**, we will not cover costs incurred after the earliest of:

- a) the date your journey would have ended if it had gone as planned; or
- b) the date you have returned to New Zealand or Australia, as applicable, where the relative was resident.
- 9. If you have a valid claim under benefit section A. Cancellation before your journey starts or benefit section B. Cancellation after your journey starts, then you are not covered for any amount of your extra and unexpected travel, meal and accommodation expenses equal to any amount we have paid, or will pay, under sections A or B for the same expenses.
- 10. Expenses you would have paid anyway had your journey gone to plan.
- 11. Expenses you incur after you have returned to New Zealand.

#### E. Travel delay

- 1. If your scheduled transport is delayed for six (6) hours or more for reasons outside your control, then we will pay for your reasonably incurred accommodation, meal or other travelling expenses due to that delay if:
  - a) you cannot claim these expenses from anyone else including your transport provider; and
  - b) you have not claimed for these expenses under benefit section D. Unexpected travel expenses.
- 2. For the first six (6) hours of delay we will pay \$250 per person or \$500 for families. For each additional twelve (12) hour period we will pay up to \$250 per person or \$500 for families. The maximum we will pay for any one continuous delay period is \$750 per person and \$1,000 for families.

## F. Luggage, personal belongings and travel documents

1. We will pay for your luggage and personal belongings if they are accidentally lost, damaged, or stolen during your journey.

The maximum amount we will pay for all claims during each journey under this benefit is \$10,000 per person, or \$20,000 per family.

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), for which we will pay \$6,000 per item, set or pair of items. For the purpose of this section, a 'set or pair of items' means items that are designed to be used together, for example, a pair of shoes, a pair of earrings or a set of golf clubs.

**Important note:** 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.

#### Emergency replacement of luggage

2. If your checked luggage is delayed, misdirected, or temporarily misplaced by any airline or other transport provider for more than twelve (12) hours:

- a) and you need to replace essential items such as weather-appropriate clothing and/or underwear, and/or products for your general maintenance of hygiene and health (and which you are likely to use during the period you may be without your luggage), ("Necessities"), then:
- b) We will pay up to \$300 for a single person and up to \$600 per family to reimburse your actual and reasonable expenses for your Necessities.

Important note: some items may not be considered as a reasonable expense in the circumstances, for instance if you are without your toiletries and buy an expensive bottle of perfume when standard deodorant would suffice, or you are without underwear and buy many pairs of luxury brand items when less expensive items were available and fewer would do, then we may consider these as not forming reasonable expenses in the circumstances and may only reimburse such expenses to the extent that a reasonable person in the circumstances would have incurred.

#### Lost or damaged travel documents

3. We will pay for the non-recoverable cost of replacing your personal travel documents and credit cards if they are lost, damaged or stolen on your journey.

#### Unauthorised use of travel documents

4. We will pay for your legal liability arising out of the unauthorised use of your travel documents or credit cards that were stolen during your journey.

#### Conditions applicable to this benefit section F:

- 1. If you have an event for which you may claim under this section, then you must report the incident to the police or a relevant authority (which may include the airline or other transport provider, your accommodation provider, and your bank). You should report your loss to such authority within twenty-four (24) hours of discovering it, or as soon as reasonably possible, and obtain written acknowledgement of your report.
- If your claim is for luggage delayed by an airline or other transport provider, you must support your claim with written confirmation from the airline or other transport provider that your luggage was delayed and provide us with the receipts for any Necessities you needed to purchase.
- 3. If you have taken optional cover for a Specified Item then, where reasonably practicable (and within the relevant airline's rules of carriage), you must carry that item on or with you and not transport it in your checked luggage.
- 4. We will only accept a claim from one insured person for any one (1) piece of delayed luggage, even if the luggage contains personal effects belonging to more than one (1) person covered by this policy. This means we will only pay one person if only one bag is delayed and will not accept claims from other insured persons in respect of the same luggage item.

#### What you are not covered for under this benefit section F:

1. Damage or loss arising from electrical or mechanical breakdown of any item, or loss of data, or replacement or fulfilment of mobile phone contracts.

- 2. Scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses so long as the item is broken or the scratching renders the item unusable.
- 3. 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 where the item could reasonably have been carried with you. 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 belongings or travel documents left unattended in any public place or left behind on your public transport.
- 6. Luggage, personal belongings or travel documents left in an unlocked and **unattended** vehicle or building.
- Unaccompanied luggage, personal belongings, or travel documents, such as where such items have travelled with a person who is not in your travel party, or where the items were shipped by freight or postal or courier services.
- 8. 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.
- 9. Loss or damage to goods that are intended for sale or trade.
- 10. Losses due to devaluation or depreciation of currency, or loss or theft of cash.

#### G. Overseas rental vehicle hire

Important note: This benefit provides cover for any excess or deductible you become liable to pay following damage to, and/or theft of the vehicle. It does not provide cover for the vehicle itself, or any third-party cover for any damage to other vehicles or persons.

- 1. If you hire a rental vehicle overseas for which:
  - a) a limit to your liability for damage to and/or theft of the **rental vehicle** ("Excess or Deductible"), is defined in the agreement; and
  - b) the rental vehicle agency is primarily responsible for costs for damage to and/or theft of the rental vehicle, either under an insurance policy or by itself ("Vehicle Protection"); and
- 2. you become liable for an Excess or Deductible payable to the hiring agency for:
  - a) damage to; and/or
  - b) theft of the rental vehicle; then
- 3. we will pay your costs to settle any Excess or Deductible over the **rental vehicle** up to the maximum amount payable in the Schedule.

#### Conditions applicable to this benefit section G:

- To be covered under this benefit you must ensure that the Vehicle Protection Excess or Deductible amount is not the same as the full value of the vehicle.
- 2. To be covered under this benefit for any particular event, you must ensure that the Vehicle Protection includes cover for that type of event such as windscreen cover even if such protection requires an additional payment to the rental company.
- 3. You must comply with all requirements of the rental agency and must not breach any conditions of hire.
- 4. You must be a named driver or co-driver on the hire agreement.
- 5. The agency you hired the vehicle from must be locally licensed.

#### What you are not covered for under this benefit section G:

- 1. Theft of and/or damage to the rental vehicle that occurs in violation of the terms of the rental agreement.
- 2. Theft of and/or damage to the **rental vehicle** which occurs beyond the limits of any public roadway.
- 3. For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.
- 4. For any amount the Vehicle Protection covers. This means we will cover the Excess or Deductible you are liable to pay, but not reimburse any costs the hiring agency or you recover from another insurer.
- 5. Any third-party cover for any damage to other vehicles or persons.

## H. Accident lump sum benefits and Loss of income

#### Accidental death

- 1. If the BNZ Advantage Visa Platinum Cardholder dies within twelve (12) calendar months directly from an injury caused by an accident that occurred during your journey, then we will pay their estate a total of \$100,000.
- 2. If the BNZ Advantage Visa Platinum Cardholder's spouse dies within twelve (12) calendar months directly from an injury caused by an accident that occurred during your journey, then we will pay their estate a total of \$50.000.

#### Accidental death and disablement common carrier

- 3. We will pay up to the maximum amounts payable under 4 a) c) below if you suffer an injury caused by an accident during your journey, occurring while you were travelling on, or in, a common carrier (including whilst you were boarding or disembarking) and:
  - a) the BNZ Advantage Visa Platinum Cardholder had pre-paid the common carrier ticket in full, with their BNZ Advantage Visa Platinum Card, including for any accompanying spouse and/or dependent children who are to be covered; and
  - b) you die within twelve (12) calendar months directly from the injury caused by the accident; or

- c) you suffer disablement described under this benefit, section H.6. below, directly from the injury caused by the accident, which after twelve (12) calendar months is beyond any hope of improvement in the opinion of your treating medical practitioner and us ("Disablement").
- 4. The maximum amount payable to you or your estate for an event under this benefit, section H.3. is as follows:
  - a) \$1,000,000 for the BNZ Advantage Visa Platinum Cardholder or their accompanying spouse, aged under 75 years at the time you departed on your journey, or
  - b) \$50,000 for an accompanying dependent child, or
  - c) \$100,000 for the BNZ Advantage Visa Platinum Cardholder or their accompanying spouse, aged between 75 and 89 years at the time you departed on your journey. But this amount will only be payable for accidents that occurred under this benefit, section H.3. where the common carrier was also a passenger aircraft.
- 5. On your death under this benefit, section H.3.b) we will pay 100% of the applicable amount set out under this benefit, section H.4.a) c) above.
- 6. On you suffering Disablement, we will pay the below stated percentages of the applicable amount set out under this benefit, section H.4.a) c) above, for:
  - a) the total loss of either both hands or both feet, or the loss of the entire sight of both eyes, 100%; or
  - b) the total loss of one hand and one foot, or the total loss of one hand and the entire loss of sight of one eye, or the total loss of one foot and the entire loss of sight of one eye, 50%; or
  - c) On the **total loss** of one hand, or one foot, or the entire loss of sight of one eye, 25%.
- If more than one BNZ Advantage Visa Platinum
   Cardholder or spouse or dependent child of a BNZ
   Advantage Visa Platinum Cardholder, suffer an injury in the same accident, then the most we will pay in total for all claims under this benefit, section H.3. is \$4,000,000.
  - We will also reduce our payment to each person who has a valid claim proportionately up to a maximum total of \$4,000,000.

#### Loss of income

Important note: we will assess any compensation you are eligible for from all other sources for the same injury which may include ACC, and limit the weekly amount paid to you from all sources to no more than \$1,000.

- 8. We will pay you your usual income, which will be your average weekly income based on your earnings over the previous twelve (12) months, ("Usual Income"), to no more than \$1,000 per week received by you from all sources in total if:
  - a) you are injured overseas during your journey and as a direct result of the injury from the accident:
  - b) you lose all your Usual Income because you cannot do your normal work; and

c) you lose all your Usual Income within 90 days of returning to New Zealand.

#### What you are not covered for under this benefit section H:

- 1. Injury, death or loss of income caused by illness, disease or suicide or injury which was self-inflicted.
- 2. The accidental death of **dependent children**, except for death involving a **common carrier** under Accidental death and disablement common carrier H.3.
- 3. More than one claim per person if duplicate or multiple cards are held, including if you are a Dual Cardholder.
- 4. Claims under benefit section H Accidental death, H.1. and H.2., if there is a payable claim for the accidental death under benefit section H.3. Accidental death and disablement common carrier.
- 5. For claims under benefit section H.3.c) if there is a claim payable under H.3.b).
- 6. For more than one (1) Disability listed H.6. a) c).
- 7. Loss of income for the first thirty (30) days after you planned to resume your job.
- 8. Loss of income after we have paid you for three (3) months.
- 9. Any portion of your Usual Income that is paid to you under any legislation, including ACC, which provides compensation and/or rehabilitation for injury.

#### I. Special event missed connection

- We will pay your reasonable extra costs of using alternative public transport to arrive at your destination on time if:
  - a) The purpose of your journey is for attending a wedding, funeral, **convention** or ticketed sporting event; and
  - b) Your journey is delayed because of something unexpected and outside your control; and
  - c) The event cannot be delayed due to your late arrival.
- 2. The most we will pay for this benefit is \$2,000 per person.

#### J. 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, that 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 this benefit section J:

- 1. It is a condition of payment under this benefit J that you must not admit fault or liability to any other person without our prior written consent.
- For a Dual Cardholder who has travelled for business or work-related purposes cover is only valid under this benefit section if the legal liability arises from a leisure activity not in connection with the business or work that is being undertaken overseas.

#### What you are not covered for under this benefit section J:

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.
- 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 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.
- 6. Loss of or damage to property, or bodily injury arising out of, your business, trade or profession including professional advice given by you.
- 7. 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.

#### K. Unlawful detention

#### Hijack and illegal detention

1. If during your journey 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.

#### Kidnap and ransom

- 2. 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.
- 3. The maximum amount we will pay under this benefit, section K.2. is limited to \$250,000 per person.

#### Conditions applicable to this benefit section K

- 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.
- 3. 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.
- 4. 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 received.

#### What you are not covered for under this benefit section K

- 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.

#### L. Epidemics and pandemics

Important note: claims under this benefit L. will only be payable in the event of you or your relative being medically diagnosed with an epidemic or pandemic disease. In such cases General Exclusion 31 will not apply, but for the purpose of clarity, the other general exclusions including General Exclusion 32 will continue to apply with full effect.

1. General Exclusion 31 on page 15 of this Policy does not apply to claims made under this benefit, section L.2. below.

- If you, or your relative, is medically diagnosed with a
  disease that is declared by a governmental body, official
  health authority or the World Health Organisation to
  be a current epidemic or pandemic disease, or a public
  health emergency of international concern, we will pay
  for covered claims under the following benefit sections:
  - a) A. Cancellation before your journey starts or B. Cancellation after your journey starts to a maximum amount of \$100,000; and/or
  - b) C. Overseas medical expenses and D. Unexpected travel expenses to a maximum amount of \$350,000.

#### What you are not covered for under this benefit section L

1. Any loss if you are travelling against a medical practitioner's advice or acting in a way that goes against the advice of a medical practitioner (including travelling with epidemic or pandemic disease symptoms).

## 5. What we do not cover – general exclusions

The below general exclusions apply to all benefit sections under Part 1. This includes cover available both before you travel, and whilst on your trip.

In addition to these general exclusions, section-specific exclusions may apply to each of the benefits of the policy. Please refer to the heading What you are not covered for under this benefit section under the applicable section for more details.

#### General exclusions

We will not cover you for loss, expense or liability directly or indirectly arising from, related to or associated or in connection with or in respect of:

- 1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected **terrorist incident**.
- 3. Any terrorist incident.
- A C.B.R.N. (Chemical, Biological, Radioactive, or Nuclear) Incident
- 5. A Cyber event.
- 6. An Electromagnetic event.
- 7. Riot or civil commotion unless you have already:
  - a) Commenced your journey; or
  - b) paid for **pre-paid travel costs** prior to the riot or civil commotion and you are claiming for cancellation costs under benefit A, or B for cancellation.
- 8. Circumstances where you can recover your loss or costs from any other source.
- 9. Consequential loss, or loss of enjoyment.
- 10. Any business commitment, financial or contractual obligation, including those of any travelling companion or person on whom the travel depends.

- 11. Any professional sporting activities.
- 12. Hazardous sports or activities.
- 13. Deliberate exposure to exceptional danger unless it is an attempt to preserve human life.
- 14. Suicide, attempted suicide, intentional self-injury of you, or any person on who your travel depends.
- 15. You being under the influence of alcohol or any drug other than a drug administered or prescribed by a legally qualified medical practitioner.
- 16. Your pre-existing medical condition, unless:
  - a) We have agreed in writing to cover the pre-existing medical condition; and
  - b) the additional premium required for cover has been paid.
- 17. Any pre-existing medical condition of any relative, travelling companion or any other person whose state of health will affect your journey.
- 18. 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).
- 19. You travelling against medical advice or when you ought reasonably to know that you are unfit to do so.
- 20. Any potentially fatal condition that you have been diagnosed with, or any condition that you are travelling to seek medical or other treatment for.
- 21. You or your **family** engaging in any illegal conduct or criminal act.
- 22. Confiscation or destruction by customs or any other authorities.
- 23. 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 family or travelling companion, or restriction of access to any locality.
- 24. A tour operator, airline or any other company, firm or person's suffering financial default, or being unable or unwilling to fulfil any part of their legal or contractual obligation to you.
- 25. 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.
- 26. You or any person with whom you are travelling choosing to change your dates of travel or travel itinerary, or choosing not to travel. This applies except for your being retrenched from your usual full-time employment in New Zealand.
- 27. You being a crew member or pilot of any transport or private aircraft.
- 28. You not taking precaution to avoid a claim after there was warning in the mass media.

- 29. 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 **safetravel.govt.nz**, unless the location was upgraded or added to the list after the start of your journey.
- 30. Any claim that is fraudulent or contains any fraudulent components.
- 31. Any claim arising from:
  - a) an epidemic or pandemic as declared;
  - b) any disease (including any mutation, strain, or variation of any such disease) or event declared by the World Health Organization as a public health emergency of international concern (including any mutation, strain, or variation of any such disease); or
  - c) Quarantine.
- 32. Any claim arising from:
  - a) travel restrictions due to government orders, warnings, advisories, regulations, directives, prohibitions, or border closures relating to any current or previous **epidemic or pandemic** as declared.
  - b) the threat or fear of any such epidemic, pandemic, disease or event.
- 33. Except as provided for under Part 2 in relation to a Dual Cardholder, we will not cover you for any part of a journey you undertake if one of the reasons for overseas travel is to engage in business or work-related activities.

Important note: for claims permitted under benefit L Epidemics and pandemics, General Exclusion 31. will not apply.

#### Sanctions general exclusions

In addition to the general exclusions listed above:

- 34. We will not be deemed to provide cover and we will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United States of America, or New Zealand.
- 35. This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, North Korea or the Crimea region.

#### 6. General conditions

#### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty if you extend or vary your insurance policy.

Your duty does not extend to matters:

- 1. That diminish the risk to be undertaken by us.
- 2. That are of common knowledge.
- 3. That we know or in the ordinary course of our business ought to know.
- 4. Where we have waived your duty.

This means that you must answer any of our questions accurately and completely. If you are unsure about the requirements of any of our questions, please tell us. If you need to check your records or other information before answering, please make sure you do so. In answering our questions, you should also make sure you provide accurate and complete answers for anyone else to whom the questions apply.

Your compliance with this duty is very important as we make our decisions whether to insure you and, if so, on what terms, based on the information you provide. If you fail to comply with your duty of disclosure we may avoid the contract from its beginning. This means that there will be no insurance contract.

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

#### Known circumstances and changes in health

- 1. At the time of this insurance becoming effective you must be fit to travel and not be aware of any circumstances that could lead to the cancellation or disruption of your journey.
- 2. If you purchase pre-existing medical conditions cover and suffer a change in health in respect of your covered pre-existing medical conditions:
  - a) after such cover became effective; and
  - b) before you depart on your journey, then:

you must tell us of the change in health as soon a reasonably possible.

Things that we consider to be a change in health include any new sicknesses, illnesses, injuries or symptoms, or any change to the management of a **pre-existing medical condition** such as a new medication or change to dosage.

If you did not have any pre-existing medical conditions at the time your cover became effective, but you suffer a change in health prior to your departure, you must tell us about your change in health as soon as reasonably possible and before you depart. Things that we consider to be a change in health include any new and ongoing sicknesses, illnesses, injuries or symptoms.

3. Once you have notified us of any change in your health, we will assess your pre-existing medical conditions. If we consider the change in your health significantly increases the risk of loss, damage, sickness, illness, injury or liability under the policy, then we may decline to cover you overseas for your pre-existing medical conditions. You may in this circumstance have a valid claim under benefit section A. Travel cancellation before your journey starts.

#### Policy cancellation

This policy may be cancelled by us at any time, provided that BNZ shall give you at least fourteen (14) days' written notice of any cancellation to your last known address and/or by email.

If you are travelling on a journey at the time of the notification, you will be covered on the same basis as you were at departure until your covered journey terminates in New Zealand.

If you or BNZ cancel your BNZ Advantage Visa Platinum Card then any cover you have under this policy will automatically end at the same time as cancellation. This will not apply to circumstances where your card has been cancelled but re-issued due to normal handling processes for instance, you have reported your lost physical card to the bank.

#### Changes to this policy

BNZ may change, add to, delete or replace the terms and conditions of this policy at any time by giving you at least fourteen (14) days' written notice to your last known address and/or by email.

If you are travelling on a journey at the time of the notification, you will be covered on the same basis as you were at departure until your covered journey terminates in New Zealand.

#### **Excess**

You must pay the first \$200 of each and every claim arising from the same event under benefits A, B, C, D, F, G, J & L.

#### When you suffer a loss

If you suffer a loss, you must:

- Do what you can to prevent any further loss or expense; and
- 2. Not admit liability for the loss.

#### Claims

Refer to page 4 for contact details for submitting a claim to us including online, by email, by post or phone.

You or someone on your behalf must submit all information to us that we require in support of your claim, which may include (but is not limited to):

- Your BNZ Account Statement(s) and your bank account number.
- 2. A copy of your journey itinerary including your overseas return travel ticket.
- 3. A Police Report or a property irregularity report from the relevant provider.
- 4. All original medical accounts, receipts and report(s) from a medical practitioner.
- 5. A letter from the applicable carrier or travel agent confirming the cancellation and any refund of your travel arrangements and receipts to support the claim.
- 6. Proof of ownership.

- 7. If your claim is for luggage delayed by an airline or other transport provider, you must support your claim with written confirmation from the airline or other transport provider that your luggage was delayed and provide us with the receipts for any Necessities you needed to purchase.
- 8. A copy of the **rental vehicle** agreement, accident report, and original receipts for the repair cost.

#### Continuation of cover

If your return to New Zealand is delayed due to an event covered under this policy then you will continue to be covered up to a further ninety (90) consecutive days provided that you contact us as soon as reasonably possible and follow our advice. This provision will not cover you however if you do not return to New Zealand as soon as the reason for your delay has been removed.

#### Subrogation (our right to recovery)

- 1. You must as soon as reasonably possible provide us with full particulars of any claim made against you by any other person, and all legal documents served on you.
- 2. If we agree to pay your claim under this policy, then you authorise us to exercise our discretion to do any of the following in your name:
- a) Negotiate settlement of any claim;
- b) Defend the claim;
- c) Issue proceedings against any other party to seek to recover any amounts paid to you under this policy.

#### Other insurance

There is no cover under this policy for any loss, damage, costs or liability that are covered by 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 any 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.

#### 7. Definitions

Words that are in **bold** have a special meaning that applies to them. The definitions of those special meanings are below. The words 'we', 'our', 'us', 'you', 'your' and 'journey' whenever they appear also have specific meanings but are not in bold to make the policy easier to read.

Terms that are capitalised but not shown in bold carry special meaning as applied on the page referenced where stated below.

Accompanying means departing and returning on the same journey with, and generally following the same itinerary as the BNZ Advantage Visa Platinum Cardholder, but will allow for overnight excursions that are different from the BNZ Advantage Visa Platinum Cardholder so long as these do not exceed a total maximum of five (5) nights or 20% of the journey (whichever is the lesser).

AIG has the meaning given on page 4.

AIG Travel means our assistance service, operated by AIG Travel Asia Pacific Limited.

**Bed care** means where you are confined to a bed overseas for a period of more than 24 hours, during which time you are continuously under the care of a registered nurse (who is not your **relative**), and the confinement is certified as necessary by a registered **medical practitioner**.

Bed care does not include where you are a patient in any home, hospital or residence used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental health facility, a rehabilitation or external care facility or a place for the care or treatment of alcoholism and drug addiction.

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 within this definition.

BNZ Advantage Visa Platinum Cardholder means the legal holder of a current and valid BNZ Advantage Visa Platinum Card.

C.B.R.N. (Chemical, Biological, Radioactive, or Nuclear) Incident means the actual, alleged or threatened, whether intentional or accidental, discharge, seepage, migration, release, escape, exposure, explosion or dispersal of any hazardous chemical, biological, radioactive, or nuclear material, gas, matter, fuel, waste or contamination.

Certificate of Insurance has the meaning given on pages 5 - 6.

Convention means an event for which you have accepted a formal invitation to, or registered to attend and where the venue, time and agenda are known in advance of the event and where specific topics of discussion are planned.

Convention does not mean or include any on-site work or physical labour or any activity better described as a concert, festival or theatrical performance.

Common carrier means a commercial aircraft, bus, train or vessel which carries passengers on regular routes at set rates. Common carrier does not mean or include taxis or rideshare such as, but not limited to, Uber or any air or sea craft charter.

**Cyber event** means unauthorised and/or unintended activities that:

- 1. target or affect the devices, equipment, files, data, systems, websites, networks or databases of one or more people or companies; and
- 2. are performed
  - a) using internet or network access via computers or other electronic devices; and/or
  - via physical means including, but not limited to: damaging or altering network connections; physically destroying data centre or network centre equipment; or electromagnetic pulse detonation.

**Dependent children** means your children (including your step children and any legally adopted children) who are:

- a) unmarried; and
- b) under 19 years of age and living with you; or
- c) under 25 years of age and are registered as a full-time student at an accredited tertiary education provider.

**Dentist** means a locally registered and legally practicing dentist who is not also your **relative**.

Disablement has the meaning given on page 12.

Dual Cardholder has the meaning given on page 20.

Electromagnetic event means a disruption of electronic devices, electrical grids, or electricity transmission, caused by an electromagnetic pulse (E.M.P.). This includes both naturally occurring events (including, but not limited to solar flares and geomagnetic storms) and man-made events (including, but not limited to nuclear E.M.P. and Electromagnetic Interference Devices).

Eligible Card has the meaning given on page 20.

**Epidemic or pandemic** means an outbreak of a communicable disease declared as an epidemic or pandemic by the World Health Organisation or by any official governmental body or health authority of either your country of residence or your destination country.

Excess or Deductible has the meaning given on pages 11 - 12.

Family(ies) means the BNZ Advantage Visa Platinum Cardholder and any accompanying spouse and/or dependent children.

Financial default means insolvency, provisional insolvency, bankruptcy, appointment of a liquidator or provisional liquidator, liquidation, restructuring or composition with creditors.

**Hazardous sports or activities** means and includes (but is not limited to):

- Racing (other than on foot);
- Snow sports conducted outside the marked boundaries of a commercial ski field;
- Mountaineering involving the use of specified equipment including, but not limited to, crampons, pickaxes, anchors, bolts, carabiners and lead-rope or top-rope anchoring equipment;
- Treks, hikes and tramps above 3,000 metres
- Expeditions to high risk, remote, inaccessible and/or inhospitable locations including, but not limited to, kayaking trips beyond one kilometre from the coast, or trips to generally inaccessible interiors of a country or areas previously unexplored or unchartered;
- Rock-climbing;
- · Big wave surfing;
- Cliff-jumping;
- Horse jumping or horse polo;
- Bicycle, motor, air or sea craft speed trials or stunts;
- Sailing outside of territorial waters;

- Parachuting, BASE jumping, sky diving or travel in any other air supported device (other than as a passenger in a licensed passenger aircraft operated by an airline or charter company);
- Hunting trips;
- Competition sports (including training for competition sports) where such sporting activity is for an organized event or a contest that is of a physically demanding, acrobatic and/or combative nature. These include but are not limited to: cycling, triathlons, biathlons, ultramarathons, equestrian, sailing and other water sports, football, rugby, hockey, gymnastics, pole jumping, fencing, weightlifting, archery, shooting, martial arts, boxing and all winter sports.

However, we will not consider as part of this definition the below allowable activity:

- a) Organised sanctioned competitions for primary or secondary school age students.
- Scuba diving. However, we will not consider as part of this definition the below allowable activity where it is:
  - a) Scuba diving for recreational purposes (for the purpose of clarity, recreational diving does not include technical diving or diving as a professional diver); and
  - b) You are diving with a qualified dive instructor or dive master, or you hold a PADI certification or similar recognised certification and are diving within the level of your certification (including maximum dive depths and bottom time) and to the standards and procedures set up by your certifying agency; and
  - c) Subject to (b) above your planned dive depth does not exceed 40 metres; and
  - d) You are not diving alone;
- Motorcycling as a rider or a passenger. However, we will not consider as part of this definition the below allowable activity where it is:
  - a) A two-wheeled motorcycle of 125cc or less and you or the person in control of the motorcycle holds a current and valid motorcycle license for the country the motorcycle is being operated in; or
  - b) A two-wheeled motorcycle that is 126cc or greater and you or the person in control of the motorcycle holds a current and valid license for the motorcycle in their home country and the country the motorcycle is being operated in; and
  - At all times, local road rules are being adhered to and a motorcycle helmet and appropriate safety gear is being worn.

Journey means your overseas travel that meets the Eligibility conditions for cover. Your journey begins when you leave your home in New Zealand to travel directly and within twenty-four (24) hours to your place of departure overseas and ends at the earliest of twenty-four (24) hours after passing customs in New Zealand or when you return to your home in New Zealand.

**Kidnap/kidnapping/kidnapped** means seizing, detaining or carrying you away without your consent by force, threatened force or fraud, for the purpose of demanding **ransom**.

Kidnapper means the person who kidnaps you.

Mature Age Traveller has the meaning given on page 6.

**Medical practitioner** means a qualified practitioner of medicine registered and legally practicing in their jurisdiction and who is not also your **relative**.

Necessities has the meaning given on pages 10 - 11.

Policies has the meaning given on pages 3 - 4.

Policy Number has the meaning given on pages 5 - 6.

Pre-existing medical condition(s) means:

- 1. Any sickness including mental health condition, injury or disability which in the one-year period before you first paid pre-paid travel costs toward your journey:
  - a) You were aware of or a reasonable person in the circumstances could be expected to be aware of; and
  - b) Such condition:
    - Manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment;
    - Required taking prescribed drugs or medicine, or tests or further investigation had been recommended by a medical practitioner; or
    - iii. Was treated by a medical practitioner or treatment had been recommended by a medical practitioner.
- 2. Any congenital, chronic or ongoing condition which you are aware of, or a reasonable person in the circumstances could be expected to be aware of, before you first paid pre-paid travel costs toward your journey.

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

- a) Return overseas travel tickets; and/or
- b) Airport, departure and transportation taxes and/or surcharges; and/or
- c) Pre-paid overseas accommodation; and/or
- d) Pre-paid international tour and/or transport costs (excluding rental vehicle hireage).

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.

Questionnaire has the meaning given on page 5.

Ransom means any monetary loss, which you incur in the provision and delivery of cash, marketable goods, services or property to secure your release.

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.

Rental vehicle means a motor vehicle rented or hired by you during your journey from a recognised motor vehicle rental company for the private carriage of passengers. It does not include any vehicle designed to be used for the carriage of commercial goods.

Schedule has the meaning given on page 3.

Specified Item has the meaning given on page 6.

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.

Terrorist incident means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission 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, which is verified or recognised by the New Zealand government and/or your destination country's government as an act of terrorism. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) will not be considered terrorist incidents.

**Total loss** means with reference to a hand or foot the complete severance through the wrist or ankle joint.

**Ultimate net loss** means the final amount of **ransom** cost less any recoveries.

**Unattended** means when an item is not on your person at the time of loss, left with a person other than your travelling companion or left in a position where you are unable to prevent it from being taken.

Usual Income has the meaning given on pages 12 - 13.

Vehicle Protection has the meaning given on page 11.

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

**We, our, us** – means AIG Insurance New Zealand Limited (AIG).

You, your - means the BNZ Advantage Visa Platinum Cardholder and includes family members.

## Part 2: Business Travel Extension for Dual Cardholders

This Part 2 only applies to a dual cardholder as set out below and any **accompanying spouse** and **dependent children** as set out in General Condition 4.

A dual cardholder for purposes of this Policy is both a BNZ Advantage Visa Platinum Cardholder and a BNZ Advantage Visa Business Cardholder ("Dual Cardholder").

If a BNZ Advantage Visa Platinum Cardholder is not also a Dual Cardholder, then this Policy Part 2 does not apply to you and no cover will be provided for any business or work-related travel.

If a BNZ Advantage Visa Business Cardholder is not also a Dual Cardholder, then refer instead to the BNZ Advantage 35 Day Business International Travel Insurance booklet found at bnztravel.co.nz

In all cases, if you are unsure if the policy provides cover for your business or work-related activities, you must seek clarification by calling the AIG Call Centre on 0800 269 872.

#### 1. Definitions

The below definitions are added:

BNZ Advantage Visa Business Card – means a current and valid BNZ Advantage Visa Business Card account and includes additional cards of that BNZ Advantage Visa Business Card account.

BNZ Advantage Business Cardholder – means the holder of a current and valid BNZ Advantage Visa Business Card.

The below definitions used here under Part 2 have the same meaning as under Part 1:

You, your, spouse, dependent child, accompanying.

# 2. Amendments to Part 1 for Dual Cardholders travelling for business or work

- 1. All terms, provisions, conditions, definitions and exclusions of Part 2 apply to Part 1.
- 2. For the purpose of cover read together under Parts 1 and 2 available to Dual Cardholders, Part 1 What we do not cover general exclusions, General Exclusion 33 on page 15 is removed.
- 3. A Dual Cardholder who meets the conditions of Eligibility under Part 1, will be provided with cover under the benefits of Part 1 for business or work-related activities during the journey. Cover under benefit section J Personal liability however will continue to exclude events arising from business or work-related activities.

- 4. An eligible card for purposes of amendment 5 below will be either the Dual Cardholder's BNZ Advantage Visa Business Card or BNZ Advantage Visa Platinum Card so long as both cards were current and valid at the time one was used, ("Eligible Card").
- 5. Eligibility Condition 1. of Part 1 on page 5 is amended to read as below:
  - "The BNZ Advantage Visa Platinum Cardholder makes a payment of any amount towards the pre-paid travel costs of the journey using their Eligible Card"
- 6. Part 1 benefit H. Accident lump sum benefits and loss of income, section 3. a) (activation clause) is amended to read 'Eligible Card' in place of 'BNZ Advantage Visa Platinum Card.' This means a Dual Cardholder can use either their BNZ Advantage Visa Business Card or their BNZ Advantage Visa Platinum Card to activate common carrier cover under Part 1 H. 3. a).
- 7. Where a BNZ Advantage Visa Platinum Cardholder is referenced under Part 1 benefit H. Accidental death and disablement common carrier section 4.a) and 4.c), these references are replaced with 'holder of the Eligible Card.'
- 8. For the purposes of clarity where the definitions BNZ Advantage Visa Platinum Cardholder or BNZ Advantage Visa Platinum Card are referenced in Part 1 under any clause or definition, then these terms can be read interchangeably with 'holder of the Eligible Card' or 'Eligible Card' where the Eligibility conditions of Part 1 have been met by this Part 2.

Important note: Cover for business or work-related activities expressly excluded under J.Personal liability will remain excluded for Dual Cardholders under this extension and there will be no payable claims under benefit section J. where the claim arises in connection with any business or work-related activity.

#### 3. General conditions

- Any worksite that the business or work-related activity is performed at must be within or near a major centre that is:
  - a) regularly serviced by scheduled commercial airline services; and
  - b) readily accessible from that major centre by scheduled public transportation or sealed road.
- 2. Cover for business or work-related activities are limited to the following nature;
  - a) professional services;
  - b) managerial, consultative or negotiation services;
  - c) site inspection;
  - d) marketing and sales;
  - e) low risk technical and advisory activities.

- 3. If the business or work-related activities involve trade services and the Dual Cardholder (and any accompanying spouse and dependent children as set out in General Condition 4 below) are qualified tradespersons we will also provide cover provided that:
  - a) the work is conducted in accordance with New Zealand safety requirements and workmanship standards; and,
  - b) any construction work undertaken is at ground level only.
- 4. A Dual Cardholder's **spouse** and **dependent children accompanying** them on a business trip will also be eligible for cover under this Policy provided that:
  - a) if they are undertaking any business or work-related activities, the activity relates directly to the BNZ Advantage Visa Business Cardholder's business or work-related activities; or
  - b) they are a Dual Cardholder in their own right.

In all cases, if you are unsure if your **spouse** or **dependent children** are eligible for cover then you must seek clarification by calling the AIG Call Centre on **0800 269 872**.

For all terms and conditions applicable to your business or work-related cover you must read all of Part 1 together with Part 2.

### What we do not cover general exclusions

- 1. We will not provide any cover for activity that involves any of:
  - a) heavy machinery;
  - b) non-scheduled or chartered flights;
  - c) travel for missionary or humanitarian purposes;
  - d) hazardous work.
- 2. Types of hazardous work excluded for cover include but is not limited to the following activities:
  - a) underground or underwater work including mining or scuba diving;
  - b) work at sea including onboard fishing vessels or oil rigs;
  - c) work in the air including piloting or crewing aircraft;
  - d) work at elevation including construction above ground level, roofing or window cleaning;
  - e) work involving the use of toxic substances or explosives.

## Part 3: Domestic Rental Vehicle Collision Damage and Theft Excess Cover

### 1. What we cover - policy benefits

- We will reimburse you for any excess that you are legally liable to pay for physical damage to or loss or theft of your rental vehicle during its personal use on a covered rental trip if:
  - a) You used your BNZ Advantage Visa Platinum Card to pay for the entire cost for the rental vehicle.
  - b) The hiring arrangement included comprehensive motor insurance against damage to or theft of the rental vehicle during the covered rental trip; and
  - c) You complied with all requirements of the rental company under the rental agreement and of the insurer under that insurance; and
  - d) The comprehensive motor insurer or the hirer of the rental vehicle has accepted a claim for damage to or loss or theft of your rental vehicle during a covered rental trip and only requires you pay the excess toward the damage or loss of the rental vehicle.
- The maximum we will pay is NZ\$5,000 per claim, inclusive of GST (if any) and in aggregate for all claims during any calendar year.

### What we do not cover general exclusions

We will not cover any costs that are caused directly or indirectly by:

- 1. Damage or theft which occurs beyond the limits of any public roadway.
- 2. Any event that occurs outside New Zealand.
- 3. Bodily injury or property damage to a third party.
- 4. Depreciation and diminishment of value of the rental vehicle.
- 5. Damage to any equipment that is not permanently installed in or on the **rental vehicle**.
- 6. Damage to your contents in the rental vehicle.
- 7. Stains or other damage to the upholstery or carpet of the rental vehicle, unless the result of a covered loss.
- 8. Use of a special type rental vehicle.
- 9. Commercial use of the rental vehicle.
- 10. Damage to property transported by you or in your care, custody or control.
- 11. Operation of the **rental vehicle** by any person other than authorised drivers specified in the rental agreement.
- 12. Hire of **rental vehicles** for which a rental agreement was not signed by you.
- 13. You driving under the influence of alcohol, illegal drugs, or medicines not prescribed by a medical professional.

- 14. You driving against medical advice.
- 15. Damage or theft arising from your operating the rental vehicle in violation of the terms of the rental agreement.
- 16. Your driving without a valid driving licence.
- 17. Damage to the **rental vehicle** as a result of its fuel tank being filled, partially or entirely, with the incorrect fuel.
- 18. In whole or part from carrying more than the permitted number of passengers in the rental vehicle.
- 19. The rental vehicle being towed.
- 20. Your operation of vehicles which are not rental vehicles.
- 21. The use of the **rental vehicle** in, or training for, racing competitions, trials, rallies or speed testing.
- 22. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.
- 23. Damage to rental vehicle tyres.
- 24. 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.
- 25. A nuclear, biological or chemical event.
- 26. A 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.
- 27. Any fraudulent, dishonest or criminal act committed by you, or anyone with whom you colluded.
- 28. The order of any government, public authority, or customs' official, including destruction or confiscation.
- 29. 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 unauthorised access or unauthorised 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.

In addition to the above general exclusions:

- 30. We will not be deemed to provide cover and we will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United States of America, or New Zealand.
- 31. This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, North Korea or the Crimea region.

- 32. No cover will be provided where:
  - a) you are entitled to claim the loss from any other insurance.
  - b) The costs are assumed, waived or paid by the rental company or its insurers.
  - c) The loss is reimbursed by your employer's insurer.
  - d) The loss did not occur during a covered rental trip.

#### 3. General conditions

- 1. If your rental vehicle suffers physical damage or is stolen, you shall:
  - a) Notify the rental company and comply with the rental company's requirements; and
  - b) File a police report, where applicable, within twentyfour (24) hours of discovering the damage or loss.
- 2. You must use all reasonable means to avoid future loss at and after the time of loss.
- If we reimburse you for your excess payable in respect of physical damage or theft of your rental vehicle under this Policy:
  - a) We shall be subrogated to all your rights of recovery against any other person or persons; and
  - b) You shall complete, sign and deliver any documents necessary to secure such rights; and
  - c) You shall not take any action following a loss to prejudice such rights of subrogation.
- 4. Under BNZ's agreement with us, this Policy may be cancelled at any time, provided that BNZ shall give you at least fourteen (14) days' written notice of any cancellation to your last known address.
- 5. If your BNZ Advantage Visa Platinum Card account is cancelled by either you or BNZ, your cover will cease immediately.
- 6. Under 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 at least fourteen (14) days' written notice to your last known address.

#### 4. Definitions

- 1. 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.
- 2. **Bodily injury** means physical harm to a person, caused by accident, including resulting sickness, disease or death.
- 3. Collision means:
  - a) The accidental impact of your **rental vehicle**, with an object, or livestock, while your **rental vehicle** is being operated or

- b) The accidental impact to your **rental vehicle**, while stationary, from another vehicle.
- 4. Covered rental trip means the hire of the rental vehicle:
  - a) Within New Zealand;
  - b) Where the period of hire shown in the rental agreement is 31 days or less; and
  - c) 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:
  - a) Your BNZ Advantage Visa Platinum Card account is closed; or
  - b) 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**.
- 11. 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 private 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 means the unlawful taking of the rental vehicle, by a third party, without your consent.
- 15. You, yourself, your means a person to whom BNZ has issued a BNZ Advantage Visa Platinum Card.
- 16. **We, us,** and **our** means AIG Insurance New Zealand Limited or our representatives.

## Part 4: Privacy, Complaints and Feedback

### 1. Privacy

- By completing the application form for a BNZ Advantage Visa Platinum Card, completing claim forms or application forms for cover confirmations or optional covers available at bnztravel.co.nz and paying any applicable premium, you consent to AIG using your personal information as stated below.
- 2. AIG collects information necessary to underwrite and administer this Policy, to maintain and improve customer service, and to advise you of our products.
- 3. AIG will collect, use, disclose, hold and otherwise process your personal information in accordance with its obligations under the Privacy Act 2020 and its privacy policy available at:

#### www.aig. co.nz/privacy-policy

- 4. You should read our privacy 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.
- 5. You may gain access to or request correction of your personal information by writing to:

The Privacy Manager
AIG Insurance New Zealand Limited
PO Box 1745
Shortland Street Auckland 1140 New Zealand
privacy.officernz@aiq.com

6. 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.

## 2. Complaints and feedback

We recognise that sometimes things go wrong, and when they do, we want you to tell us so we can try and make them right as soon as possible.

Below is information on how to contact us and how we will work together to resolve any concerns you have.

To provide feedback or raise a complaint you can contact us by using our website aig.co.nz, by calling us, or by writing to:

The Complaints Team
AIG Insurance New Zealand Limited
Level 7, 21 Queen Street
P.O. Box 1745
Auckland 1140
Email: customerfeedbacknz@aiq.com

#### What we will do if you make a complaint

If you make a complaint we will record your complaint, make sure that your concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties. We will treat your complaint respectfully and handle all personal information in accordance with our privacy policy. We will assess your complaint upon receipt. We will acknowledge your complaint within five business days of receiving it and provide you with the name and contact details of the person who will be handling it. We will ensure that someone experienced who has not been handling your case fully investigates your complaint. We will respond to your complaint within 10 business days of the date we have all the information we need to determine your complaint. Where further information, assessment or investigation is required, we will agree reasonable timeframes with you. If we cannot agree on reasonable timeframes, you can contact our independent external dispute resolution scheme about those timeframes. We will update you at least once every 20 business days, or another such interval as we may agree with you, until your complaint is resolved.

## If you are not happy with our response or handling of your complaint

If you are not satisfied with our response or the handling of your complaint, you can have the matter reviewed by our Internal Dispute Resolution Committee ("IDRC"). If you wish to have your complaint reviewed by the IDRC, you can write to our Complaints Team using the contact details above. As part of your request, please include detailed reasons for requesting the review and the outcome you are seeking. This information will assist the IDRC in carrying out its assessment and review of your complaint.

#### Financial Services Complaints Limited (FSCL)

We are 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.