



This policy wording applies to all policies purchased on or after 12 November 2012.

NEW ZEALAND COVER DIRECT

WELCOME

Welcome to our policy. Thank you for choosing our policy to protect you.

This policy:

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

If you decide to undertake study in New Zealand you automatically receive important student benefits such as loss of unused tuition fees and reduced excesses. Please refer to the policy document for full details.

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

If you are calling from:

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

You must read all sections of this policy carefully. They tell you important information about the benefits of this policy, what you are covered for, what you are not covered for and any conditions on which the cover is dependent.

UNDERWRITER

This OrbitProtect policy is underwritten by Lumley General Insurance (N.Z.) Limited.

ELIGIBILITY

This OrbitProtect policy is available to everyone travelling to New Zealand who does not hold New Zealand Residence status.

CLAIMS ASSISTANCE

If you wish to make a claim once the policy is in force, please contact us on:

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

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

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INTRODUCTION

What you and we agree to

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

You agree to:

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

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

1. The parts of this policy document

Your policy consists of the following parts:

a. The Policy Document

This provides details about:

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

You are reading the policy document now.

b. The Certificate of Insurance

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

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

2. Currency

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

3. Policy Definitions

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

Accident

A happening or event that is unexpected and unintended from your point of view.

Country of origin

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

Disablement

When referring to you:

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

When referring to a relative:

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

Education provider

An educational institution which is a signatory to the Code of Practice for Pastoral Care of International Students as established under section 238F of the Education Act 1989.

Excess

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The amount of the claim you must meet. It is not covered by this insurance, and we will deduct it from the claim. An excess of \$75 in total applies to any 1 claim other than Section 3.7 Emergency Clothing and toiletries. If you decide to undertake study in New Zealand with an education provider the excess does not apply to Section 2 Medical Cover during the period of education,

Illness

Sickness or disease that first manifests itself during the period of insurance.

Injury

Internal or external bodily injury caused solely and directly by:

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

Journey

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

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

Loss

Physical loss, damage or destruction.

Luggage

Your baggage and personal effects that are taken with you or purchased by you when travelling during your journey.

Overseas

A country you have a stopover in, not exceeding nine days (9), or thirty one (31) days for Australia or islands of the South West Pacific but not including your country of origin and New Zealand.

Period of insurance

Your policy coverage is effective from different dates and should be read in conjunction with the terms and conditions of each policy section:

• Section 4 – Loss of Deposits

In respect of costs relating to your travel arrangements and any other non recoverable deposits paid, cover starts from when the premium is paid to us and cover is confirmed by the issue of your Certificate of Insurance.

• All other Sections

Cover starts from the time you commence your journey on or after the start date shown on your Certificate of Insurance and ceasing on your arrival back in your country of origin or the expiry date shown on your Certificate of Insurance (whichever occurs first).

Pre-existing condition

Any of the following:

- a physical defect, medical condition or disease for which treatment (including medication) or professional advice of any kind (from a OrbitProtect Experience NZ Prime (v6) Nov 2012 Page 7 of 22 medical adviser or other adviser) has been received or prescribed in the six months before the policy starts, and/or

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- an ongoing medical condition or disability that exists when the policy starts.

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

Public Place

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

Registered medical practitioner

A person, acceptable to us, who:

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

Relative

Your:

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

Rental vehicle

A vehicle, such as a sedan, station wagon, SUV or mobilehome rented from a licensed motor vehicle rental agency. It also includes mopeds or motorcycles up to 250cc.

South West Pacific

Any of the following destinations:

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

We

Lumley General Insurance (N.Z.) Limited

“Our” and “us” have the same meaning.

You

The person(s) shown in the Certificate of Insurance as the ‘person insured’ including your dependent children aged 18 years or under when they are shown in the Certificate of Insurance. ‘Your’ and ‘yourself’ have the same meaning.

Section 1: Personal Effects Cover

1.1 Luggage

The maximum we will pay is \$10,000 plus up to \$30,000 for the total of all specified items as specified on your Certificate of Insurance. If your luggage suffers accidental loss during the period of insurance, we will at our option:

- a. repair it
- b. replace it, or
- c. pay you an amount that covers your loss (taking into account depreciation and wear and tear for clothing or footwear more than one year old) up to a maximum of \$2,500 per item, set or pair of items, except for:
 - i. any specified items you have chosen to include on your Certificate of Insurance, for which we will pay up to the limit noted on the Certificate of Insurance up to a maximum of \$10,000 per item and \$30,000 in total.

1.2 Personal Documents

We will pay you up to \$1,000 to cover the non-recoverable cost of replacing personal documents (including credit cards and travellers cheques) that are:

- a. stolen or suffer accidental loss, or
- b. used by an unauthorised person during the period of insurance.

1.3 Personal Money

We will pay up to \$500 to cover the theft or accidental loss during the period of insurance of your personal money, including

- a. bank notes
- b. coins, or
- c. monetary vouchers used for the journey.

1.4 What we will not pay for under Section 1

(also see General Exclusions Applying to this Policy)

We will not pay:

- a. for the electrical or mechanical breakdown of any article
- b. for the scratching or breakage of:
 - i. fragile articles
 - ii. brittle articles, or
 - iii. electronic componentsunless the scratching or breakage is caused by a collision involving a vehicle in which you are travelling. (Note: this exclusion does not apply to spectacle lenses, binoculars, computers, mobile phones and photographic or video equipment.)
- c. for wear and tear, deterioration, or loss caused by:
 - i. atmospheric or climatic conditions
 - ii. any process of cleaning, repairing, restoring or altering, or
 - iii. faulty workmanship
- d. for the loss or theft of luggage that you leave unattended in a public place or any place to which the public has access
- e. for the theft of luggage from an unlocked vehicle



- f. more than \$10,000 in total for luggage that is left in a locked but unattended vehicle
- g. for unaccompanied luggage or luggage that is shipped under any air, road or marine freight contract
- h. for tools of trade, or travellers samples used for business
- i. for the loss in value or shortage of money caused by mistakes or omissions by any person or currency fluctuation
- j. for any loss to bullion
- k. for the unauthorised use of credit cards where the personal identification number (PIN) has been used to access funds
- l. for the loss or theft of personal money or personal documents (including bank notes, coins, monetary vouchers, travellers' cheques and credit cards) if at the time of loss they are not:
 - i. under your personal supervision, or
 - ii. in a securely locked building or part of a building or securely locked vehicle , or
 - iii. contained in a securely locked safe or strong room in any unlocked building or part of a building.

Section 2: Medical Cover

2.1 Medical expenses

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

- a. you incur the expenses as a result of becoming disabled by accidental injury or illness
- b. the injury or illness occurs or first arises during the period of insurance, and
- c. you incur the expense within 12 months of the date of disablement.

2.2 Travel / Accommodation costs for people other than you

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

- a. you do not become disabled in your country of origin at the start of the period of insurance,
- b. person(s) who travel(s) to/stay(s) with you is your spouse, your travelling companion(s) or other nominated person(s) who have been approved by us,
- c. a registered medical practitioner provides written advice that it is necessary for someone to be with you,
- d. the expenses of person(s) who travel(s) to and/or stay(s) with you is/are of the same standard or fare class as those originally utilised by you for your trip (unless we agree in writing to a fare upgrade),
- e. the maximum benefit payable does not exceed \$100,000,
- f. the maximum living expenses benefit is \$250 per day, and \$5,000 in total, and



g. the expenses don't include any costs incurred once you have returned to your country of origin.

2.3 Home nursing care whilst disabled

We will pay up to \$50,000 for the cost of care provided by a registered nurse (if this is required by the registered medical practitioner attending you) immediately following your discharge from a hospital after having had treatment covered by us.

2.4 ACC payments in New Zealand

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

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

2.5 Your extra travel/accommodation expenses

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

- a. are a reasonable amount
- b. are of the same standard or fare class as those originally selected by you for your trip (unless we agree to a fare upgrade in writing), and
- c. don't include any costs that you incur:
 - i. after you have resumed your journey, or
 - ii. once you have returned to your country of origin.

2.6 Evacuation / return home

If you become disabled while in New Zealand or overseas, during the period of insurance and agree to return to your country of origin, we will pay:

- a. for the travel expenses involved, and
- b. up to \$20,000 for your reasonable, necessary continuing medical costs incurred as a direct result of the medical event causing your disablement, for a period of up to 12 months, provided that the following conditions are met:
 - i. The registered medical practitioner who attends you at the time of the disablement provides written advice that the return or evacuation is necessary.
 - ii. The return or evacuation is supported by our medical advice and considered necessary by us.
 - iii. We agree to the destination that you return or evacuate to.
 - iv. The travelling expenses that you incur are of the same standard or fare class as those originally selected by you for your trip (unless we agree to a fare upgrade in writing).
 - v. You already have a return ticket between New Zealand and your country of origin.

2.7 Funeral and cremation

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

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

2.8 Cash in hospital

If you are hospitalised overseas or in New Zealand, we will pay you \$100 for every 24 hours you are in hospital (up to a maximum of \$3,000 in New Zealand and \$10,000 if overseas), provided that you are hospitalised:

- a. because of a disablement that occurs or first arises during the period of insurance, and
- b. for at least 24 hours.

2.9 Accidental death

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

- a. your death occurs within 12 months of the injury being sustained
- b. the injury occurs during the period of insurance, and
- c. the injury was sustained during your journey to New Zealand.

2.10 Search and rescue

If you go missing in New Zealand or overseas, as a result of natural disaster or whilst undertaking an outdoors recreational activity, during the period of insurance, we will contribute up to \$10,000 towards the cost of a private search for you, provided that:

- a. your next of kin asks for the search
- b. the search is approved by the local authorities, and
- c. the search begins within 72 hours of the official notification that you are missing.

2.11 Emergency dental care

During your journey to New Zealand we will pay up to \$750 for your reasonable emergency dental treatment costs to your sound and natural teeth, performed by a dentist providing these costs are incurred due to seeking treatment for:

- a. relief from sudden and acute pain by the application of antibiotics, temporary dressings or extraction, or
- b. injury to your teeth.

We do not pay for elective treatment or normal maintenance, which includes:

- fillings
- root canals
- wisdom teeth extraction
- loss of dental bridges
- restoration work
- caps, crowns, precious metal costs, pins or fittings
- periodontal work, titanium implants, or
- any treatment resulting from a lack of regular dental maintenance and/or hygiene.

2.12 What we will not pay for under Section 2

(also see General Exclusions Applying to this Policy)

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We will not provide you with cover:

- a. If you travel against medical advice.
- b. If you travel for the purpose of obtaining medical treatment.
- c. For ongoing medical costs in excess of \$20,000 if you become disabled but decide not to return to your country of origin, when our medical advisors believe it is safe for you to do so.
- d. If you take any action contrary to the advice of a registered medical practitioner who attends you if you become disabled.
- e. For any ongoing maintenance treatment of pre-existing conditions whether or not the condition has been approved and noted on the policy.
- f. For new or ongoing medical treatment for a disablement that occurs during the period of insurance, if you decide not to return to your country of origin at the end of the period of insurance.
- g. For ongoing physiotherapy or manipulative therapy to treat a disablement, unless this is recommended in writing by the treating registered medical practitioner.
- h. For optical aids or related eye testing.
- i. For any medical, hospital or dental treatment provided to you in your country of origin unless this treatment is provided after you have been medically evacuated and the costs are approved by us in writing (and then for an amount not exceeding \$20,000).
- j. If you elect not to follow the rehabilitation plan provided by us.

Section 3: Disrupted Travel Cover

3.1 Accommodation / travel

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

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

3.2 Hijack allowance

If the public transport on which you are travelling is seized both forcibly and violently during the period of insurance for the purpose of theft, extortion, propaganda or other illegal reason, we will pay you a distress allowance of \$500 every 24 hours spent detained, up to a total amount of \$10,000.

3.3 Early return home



If you must return early to your country of origin due to any of the following events, we will pay up to \$10,000 for your reasonable, additional travel costs:

- a. the unexpected death or sudden serious or life threatening disablement of a close relative aged 70 years or less, who lives in, and is a permanent resident of your country of origin, or
- b. any other unexpected cause beyond your control and not otherwise excluded elsewhere in the policy.

3.4 Missed connection

We will pay up to \$10,000 to cover the cost of transport and other services you use to connect you with your scheduled transport if you:

- a. are travelling to a special event (such as educational examinations, a sporting event, conference or wedding) that cannot be delayed solely because of your late arrival, and
- b. you miss the connection with your scheduled transport during the period of insurance because your journey is interrupted by accidental circumstances beyond your control.

3.5 Legal costs

We will pay up to \$10,000 to cover legal costs you incur because of:

- a. false arrest by any government or foreign power, or
- b. wrongful detention by any government or foreign power during the period of insurance, provided that this does not occur in your country of origin.

3.6 Travel delay

We will pay up to \$3,000 to cover any reasonable, unexpected travel, accommodation and meal costs you incur at your point of departure in your country of origin because of a delay to your scheduled transport during the period of insurance, provided that the delay:

- a. is accidental, and
- b. beyond your control, and
- c. exceeds six hours.

3.7 Emergency clothing and toiletries

If during your journey you need to purchase essential items of clothing and toiletries because your total luggage has been delayed, misdirected or temporarily misplaced by a carrier during the period of insurance for more than six continuous hours, we will pay you up to \$200, provided you supply written confirmation from the carrier responsible and receipts for the essential clothing and toiletries you purchase.

Section 4: Loss of Deposits

4.1 What we will pay

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

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

4.2 What we will not pay for under Section 4

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

- a. The financial failure of any of the following:
 - i. travel agent, travel wholesaler, booking agent
 - ii. tour organiser
 - iii. airline or other transport provider
 - iv. car rental agency
 - v. accommodation provider
 - vi. tour or cruise operator or
 - vii. any education provider.This exclusion extends to include the financial failure of any person, company or organisation with whom any of the above deal with. The term "financial failure" shall mean bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory provision or anything of a similar nature.
- b. Any act or omission by a travel agent.
- c. Delays caused by carriers or rescheduling.
- d. Prohibition or regulation by any government.
- e. Your business, financial or contractual obligations, or those of any relative.
- f. Your change of plans or decision not to travel or take up any pre-booked education study course.

Section 5: Personal Liability Cover

5.1 Death, injury and loss of property

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

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

The maximum amount we will pay is \$2,500,000.

5.2 Legal costs

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

- a. all legal costs awarded to any claimant against you, and
- b. any other reasonable legal defence costs that you incur up to \$2,500,000



The maximum we will pay under section 5.1 and 5.2 is \$2,500,000 in total.

5.3 What we will not pay for under Section 5

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

- a. the death, injury, or illness of you or any relative, or any person employed by you
- b. the loss of property that is owned by you or any member of your family, or any person employed by you
- c. the loss of any property that is in your custody or control, unless it is property owned by any temporary accommodation provider, landlord or homestay and then limited to \$500,000
- d. any agreement you enter into, unless you would have been liable anyway, even without the agreement
- e. the ownership, possession or operation of (whether by you, any member of your family, or any person employed by you) of any mechanically propelled vehicle, or any aircraft or watercraft
- f. any land or building that is owned by you or any relative, or any person employed by you
- g. your business, trade or profession, including professional advice given by you, or any person employed by you
- h. seepage, pollution or contamination.

In addition there is no cover for:

- i. judgements given by a Court outside New Zealand, unless the Court is in the overseas country where the accident giving rise to the liability occurs
- j. liability that you agree to, unless that liability would have been established even if you had not agreed to it, or
- k. punitive or exemplary damages awarded against you.

Section 6: Rental Car Excess

6.1 What we will pay under Section 6

If during your journey you hire a rental vehicle we will pay you for any excess/deductible you become legally liable to pay up to a maximum of \$2,000 during the period of insurance, in respect of loss or damage to a rental vehicle during the rental period provided that the following conditions are met:

- a. the rental vehicle must be hired from a licensed rental vehicle company, and
- b. you must comply with all of their requirements under the hire agreement.

6.2 What we will not pay for under Section 6

We will not pay any liability arising from or connected with:

- a. you being under the influence of alcohol and/or drugs, and
- b. if the loss or damage occurred while driving the rental vehicle other than on formed or paved roads or car parks.



Section 7: Rental Car Damage – Consequential Loss

7.1 What we will pay under Section 7

If there is a claim accepted by us under Section 6 : Rental Car Excess, we will also reimburse you for all sums which you are legally liable to pay for consequential loss of revenue and costs of the owner of the hired vehicle including towage and salvage costs associated with the recovery of the vehicle up to a maximum of \$5,000.

Section 8: Extension of the Period of Cover

8.1 Extension of period of cover

In the event of a delay outside of your control:

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

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

Section 9: General Exclusions Applying to this Policy

9.1 General exclusions

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

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

- a. Pre-existing medical conditions, unless you apply for cover of a pre-existing medical condition and our approval number is noted on your Certificate of Insurance. You can only apply for cover for pre-existing medical conditions for yourself. This exclusion will not be removed from your policy, as it remains in force for all other persons (including relatives and business partners).
- b. Childbirth or pregnancy unless they arise from medical complications that occur before the end of the 24th week of your pregnancy (based on the estimated confinement date provided by your registered medical practitioner).
- c. Your failure to act in a responsible manner and take all reasonable efforts to:
 - i. safeguard your property
 - ii. avoid accidental injury
 - iii. minimise any claim under this policy, and
 - iv. avoid a claim under this policy by heeding a warning communicated by the general mass media about an intended strike, riot or civil commotion.
- d. Motor cycling, if the driver does not hold a current New Zealand motor-cycle licence or overseas equivalent (whether or not a license is required in the country where the cycle is ridden).

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- e. Sporting activities undertaken professionally.
- f. Diving involving the use of any artificial breathing apparatus unless you:
 - i. hold an open water diving license, or
 - ii. are under the direct supervision of a qualified diving instructor.
- g. Travelling in or through the air, other than as a passenger of a fully licensed passenger-carrying aircraft operated by an airline or air-charter company.
- h. Mountaineering or rock climbing (but not hiking), or pot holing, which requires the use of climbing equipment, or involves abseiling.
- i. Ocean yachting or blackwater rafting.
- j. Skiing or snowboarding outside designated ski-field areas, or in areas within designated ski fields that are closed because of adverse conditions.
- k. Manual employment while in New Zealand or overseas unless we have given our approval in writing. We give our approval to you in respect to employment you undertake in New Zealand for the following work categories:
 - i. retail
 - ii. accommodation
 - iii. pubs, taverns and bars
 - iv. cafes and restaurants
 - v. horticulture
- l. Suicide, attempted suicide, depression, stress, mental or nervous disorder.
- m. Any sexually transmitted disease.
- n. Any situation or action when under the influence of alcohol or non-prescribed drugs.
- o. Human Immunodeficiency Virus (HIV) and or HIV-related illness including:
 - i. Acquired Immune Deficiency Syndrome (AIDS), and/or
 - ii. any mutant derivative or variations of HIV.
- p. Loss of enjoyment, financial loss or any other loss that is not covered specifically in this policy.
- q. War or warlike activities, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, insurrection, rebellion, military or usurped power; nuclear reaction.
- r. Nuclear weapons, nuclear material or radioactivity.
- s. Confiscation, detention, or destruction by customs or other authorities.
- t. Any breach or any prohibition or regulation of any government relating to immigration or travel (including failure to obtain a passport or visa).

u. Acts of Terrorisms

1. Act of Terrorism meaning an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public in fear.
2. This exclusion does not apply to Section 2 (Medical Cover) subsections 1-7 inclusive other than when in any way caused or contributed to by an act involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

Section 10: Making a Claim on this Insurance

10.1 What you must do first

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

- a. Contact us on 0800 478 833 or +64 3 434 8151 reverse charge (if overseas) if you:
 - i. are going to be hospitalised
 - ii. plan to cut short or alter your travel arrangements because of any medical condition, or
 - iii. have lost all your luggage or money.
- b. Notify us as soon as possible (or at the latest within 21 days).
- c. Take prompt steps to minimise any loss or liability, and avoid any further loss or liability.
- d. Lay a complaint with the Police or relevant authorities if you suspect that you have been the victim of burglary, theft, arson or intentional damage.
- e. Inform the Police or relevant authorities about any loss of property.
- f. Take reasonable steps to obtain details of any other person, property or vehicle involved, and witnesses.
- g. Lodge a written claim against any person, party, hotel or transport provider that may be legally liable.
- h. In the case of injury within New Zealand covered by the Injury Prevention Rehabilitation and Compensation Act 2001, you must take all necessary steps to make and follow up a claim with the ACC.
- i. Obtain an "Irregularity Report" from Transport providers where they are responsible for your loss or damage to your luggage.

To make a claim under this policy, you must then follow the instructions provided under 11.3 The claims process.

10.2 What you must not do



You must not:

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

10.3 The claims process

a. Making the claim

To make a claim, you must:

- i. fully complete our Claim Form as soon as possible
- ii. give us free access to examine and assess the claim
- iii. provide any other information or assistance that we reasonably request to support your claim
- iv. send any letter of demand or Court documents that you receive relating to the claim, to us immediately
- v. provide a statutory declaration to verify the claim (if we request it)
- vi. submit to examination under oath by any person we nominate (if we request it), and
- vii. authorise disclosure to us of any personal information about you held by any other parties, which is relevant to the claim.

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

We may decide at any time to pay you:

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

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

b. Once the claim is accepted

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

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

- tell us immediately, and
- hand the property over to us if we request it.

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

Section 11: Cancelling this Policy

11.1 How can you cancel this policy?

You can cancel this policy at any time by giving us notice, as explained under "Giving Notice". Upon cancellation of this policy by you, we will retain the proportion of the premium for the period the policy was in force and refund any unused premium less a charge, being 20% of the original table premium and any administration or documentation fee, retained for administration.

11.2 How can we cancel this policy?

We can cancel this policy by giving you 14 days' notice in writing. If we do this, the cancellation will take effect at 4.00 p.m. 14 days after the date of the notice.

The first day of this 14 day period will be the day that the notice is delivered or posted by us.

We will refund to you all of the unused part of any premium you have already paid.

11.3 Giving notice

a. If you give notice to us:

Any notice about this policy that you give to us must be:

- in writing, and
- delivered or posted to us.

b. If we give notice to you:

Any notice about this policy that we give to you must be:

- in writing, and
- e-mailed or delivered to you by post.

Section 12: General Conditions

12.1 Your general obligations

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

a. Your obligation to meet all conditions and obligations

You must comply with all the conditions and obligations of this contract. If you don't, we will not pay your claim.

b. Your obligation to tell the truth

You must ensure that all statements you make on the following forms (or any other statements, declarations or information that you supply to support them) are true and correct:

- the application or proposal form, and
- the claim form.

c. Your obligation to avoid loss or liability

i. You must take reasonable care at all times to:

- make sure that all property covered by this policy is kept safe and protected from possible loss, and
- avoid any accident for which you could be held legally liable.

ii. You must not intentionally or recklessly cause loss:

- to any property covered by this policy, or
- for which you could be held legally liable.

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iii. You must not allow or permit anyone else to cause loss or liability in any way.

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

12.2 Policy limits

Where a sum insured is shown in any section of this policy, that amount is the most we will pay under that section.
All sums referred to under this policy are in New Zealand dollars.

12.3 Goods and services tax

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

- sum insured,
- excess,
- sub-limits,
- maximum amount payable for any item or type of property, or
- maximum amount payable for any type of loss,

then these amounts include GST.

12.4 Fraud

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

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

12.5 Acts of Parliament

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

12.6 Insurance Law Reform Acts

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

12.7 New Zealand Jurisdiction

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

12.8 Other Insurance or Free Treatment Options

When you make a claim under this policy, you must tell us about any other insurance, compensation or free treatment options (including NZ publicly funded health services) you have that covers you for:

- the same property
- medical treatment ,
- the same medical expenses, or
- the same liability.

If you do not do this, we will not pay your claim. If you do have other insurance, compensation or free treatment options that covers you, we will only pay the amount over and above the cover provided by that other insurance, compensation or free treatment option.