

Gold Card Insurances

Overseas Travel Insurance
Purchase Protection Insurance
Extended Warranty Insurance

These are your Gold card account insurance policies, effective 1 April 2011. Please read this document carefully and keep it in a safe place.

These are *your* Gold Card Insurance policies, effective from 1 April 2011.

The arrangement

Westpac Gold Card Overseas Travel Insurance, Purchase Protection Insurance and Extended Warranty Insurance are benefits available to Westpac New Zealand Limited ("Westpac") *Gold cardholders*, including the *Westpac hotpoints Gold American Express® Card* (where applicable) and are insured by American Home Assurance Company (New Zealand Branch) trading in New Zealand as Chartis, pursuant to an agreement with Westpac. The policy references contained in this document refer to the terms and conditions that appear under the Master Policies issued to Westpac under which this insurance is provided to *Gold cardholders*. These Master Policies are intended to confer a benefit on *Gold cardholders* in terms of section 4 of the Contracts (Privity) Act 1982.

Westpac is neither the insurer under these policies nor the agent of American Home Assurance Company (New Zealand Branch) in relation to Gold Card Overseas Travel Insurance, Purchase Protection Insurance and Extended Warranty Insurance and does not guarantee the obligations of American Home Assurance Company (New Zealand Branch) under these policies. Any questions about these policies or their application should be directed to the Chartis Call Centre on **0800 465 322**.

Cancellation of the Master Policies

Pursuant to Westpac's agreement with *us*, these covers will terminate on expiry of the written notice of termination given by Westpac to the *primary cardholder* notifying the *primary cardholder* of the insurance(s) being withdrawn. If *your Gold card* is cancelled by either *you* or Westpac, *your* cover will cease immediately.

Changes to the Master Policies

Pursuant to Westpac's agreement with *us*, Westpac may change, add to, delete or replace the terms and conditions of these policies at any time by giving thirty (30) days notice to the *primary cardholder's* last known address.

Additional notice may also be given either by:

- notices in Westpac branches; or
- statements in the media (including public notices)

Contents

Important phone numbers for:

1. Gold Card Overseas Travel, Purchase Protection and Extended Warranty Insurances

- Cover and claims enquiries regarding these policies – call the Chartis Call Centre on **0800 465 322**.
- To obtain additional copies of Gold Card Insurance policy wordings – visit www.westpac.co.nz or call the Chartis Call Centre on **0800 465 322**.

2. Gold Card Overseas Travel Insurance

- If *you* have a **pre-existing medical condition**, please call the Chartis Call Centre on **0800 465 322**, to discuss if cover can be provided under this policy.
- For **emergency assistance**, from any place in the world, call Travel Guard™ collect on +64 9 359 1624.

Things to do:

- Read *your* policy carefully before *you* make *your* travel arrangements;
- Call the Chartis Call Centre on **0800 465 322** if *you* have any questions prior to *your* departure;
- Ensure *you* have all *your* activation documents with *you* as outlined in Insurance activation (Part A: 2.); and
- Have the numbers above with *you* to report any losses or for emergency assistance.
- For a claim form please visit www.chartisinsurance.co.nz and click on the claim menu.

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Gold Card Overseas Travel Insurance

Schedule of Benefits

The table below shows the maximum amounts payable per period of insurance, for each policy benefit. Sub-limits or reduced payment levels may apply. Please refer to the applicable policy benefit for full cover details, to ensure the policy meets your requirements.

Benefit	Maximum amount payable for each Period of Insurance	
	Age up to and including 74 years	Ages 75 to 90 years inclusive**
1* Cancellation of travel	Unlimited	\$5,000 per person \$10,000 per <i>family</i>
Travel agent's cancellation fee	Maximum of \$500 per <i>family</i>	Maximum of \$500 per <i>family</i>
2* Overseas medical and associated expenses	Unlimited	Not covered
<i>Bed care</i> patient allowance	\$55 per day Maximum of \$5,500 per person Maximum of \$11,000 per <i>family</i>	Not covered
Follow on/deferred treatment in New Zealand	\$1000 per person	Not covered
3* Unexpected travel and accommodation expenses	\$10,000 per person \$20,000 per <i>family</i>	\$10,000 per person \$20,000 per <i>family</i>
4* Death of a relative and resumption of journey	\$3,000 per person \$6,000 per <i>family</i>	\$3,000 per person \$6,000 per <i>family</i>
5* Luggage, personal effects and travel documents	\$12,500 per person \$20,000 per <i>family</i>	\$12,500 per person \$20,000 per <i>family</i>
Limit any one item	\$3,000 per item	\$3,000 per item
Laptop computers and associated equipment/accessories	\$6,000 in total	\$6,000 in total
Emergency replacement of luggage	\$500 per person \$1,000 per <i>family</i>	\$500 per person \$1,000 per <i>family</i>
Replacement of travel documents	\$550 per person \$1,000 per <i>family</i>	\$550 per person \$1,000 per <i>family</i>
Unauthorised use of travel documents	\$550 per person \$1,000 per <i>family</i>	\$550 per person \$1,000 per <i>family</i>

Benefit	Maximum amount payable for each Period of Insurance	
	Age up to and including 74 years	Ages 75 to 90 years inclusive**
6 Travel delay	After a 6 hour delay – up to \$275 per person, \$600 per <i>family</i> Each additional 12 hour delay – up to \$275 per person, \$600 per <i>family</i> Maximum of \$825 per person, \$1,800 per <i>family</i>	After a 6 hour delay – up to \$275 per person, \$600 per <i>family</i> Each additional 12 hour delay – up to \$275 per person, \$600 per <i>family</i> Maximum of \$825 per person, \$1,800 per <i>family</i>
7* Missed connection	Maximum of \$3,000 per <i>family</i>	Maximum of \$3,000 per <i>family</i>
8 Funeral expenses	\$12,500 per person \$20,000 per <i>family</i>	Not covered
9 Accidental death	\$100,000 per <i>Gold cardholder</i> \$50,000 per <i>spouse</i> \$5,000 per <i>dependent child</i> Maximum of \$150,000 per <i>family</i>	\$100,000 per <i>Gold cardholder</i> \$50,000 per <i>spouse</i> \$5,000 per <i>dependent child</i> Maximum of \$150,000 per <i>family</i>
10 Loss of income	Up to \$1,100 per week Maximum of \$14,300 per person, \$22,000 per <i>family</i>	Not covered
11 Accidental death and disablement (common carrier cover)	\$100,000 per <i>Gold cardholder</i> \$50,000 per <i>spouse</i> \$5,000 per <i>dependent child</i> Maximum of \$150,000 per <i>family</i>	\$100,000 per <i>Gold cardholder</i> \$50,000 per <i>spouse</i> \$5,000 per <i>dependent child</i> Maximum of \$150,000 per <i>family</i>
12 Hijack and detention	\$100 per day to a maximum of \$6,000 per person, \$12,000 per <i>family</i>	\$100 per day to a maximum of \$6,000 per person, \$12,000 per <i>family</i>
13 Kidnap and ransom	Maximum of \$250,000 per <i>family</i>	Maximum of \$250,000 per <i>family</i>
14* Rental vehicle collision damage and theft excess cover	\$3,000 per <i>family</i>	\$3,000 per <i>family</i>
15* Personal liability	Maximum of \$2,500,000 per <i>family</i>	Maximum of \$2,500,000 per <i>family</i>

* A \$200 *excess* applies for each claim event made under Part D: benefits 1, 2, 3, 4, 5, 7, 14 and 15 of cover.

** Age references are to the age as at the date of departure for each respective *journey*. Refer to Age limit (Part A: 4.) and Travellers aged 75 years and older (Part A: 5.)

Part A: Important Information about Gold Card Overseas Travel Insurance

1. This policy

- 1.1. We will provide you with Westpac Gold Card Overseas Travel Insurance subject to the terms and conditions contained in this policy. Before you make your travel arrangements please read your policy carefully to ensure it meets your requirements. Call the Chartis Call Centre on **0800 465 322** if you have any questions prior to your departure.

2. Insurance activation

2.1. IMPORTANT ACTIVATION INFORMATION

There are two different activation requirements under this policy:

1. Activation for Overseas Travel Insurance refer Part A: 2.2 for activation requirements. This relates to ALL POLICY BENEFITS EXCEPT FOR BENEFIT 11.
2. BENEFIT 11 Activation – refer Part A: 3 for activation requirements. This relates to Accidental Death & Disablement (Common Carrier) Cover only.

TRAVELLERS 75 YEARS AND OLDER

Persons aged 75 years and older do not have any medical related cover under this policy. This cover is available upon application and acceptance. For further details refer Part A:5.

- 2.2. To be eligible for cover under this policy

- 2.2.1 The total period of the *overseas* portion of your *journey* must not exceed thirty-five (35) days. You must hold a return travel ticket for your *journey* before you depart New Zealand that shows a return date within the thirty-five (35) day limit. Refer to Maximum journey period – thirty-five (35) day round trip (Part A: 2.5.1) for further explanation. If the total period of the *overseas* portion of your travel exceeds this thirty-five (35) day maximum we may be able to offer you insurance. Refer to Travel exceeding thirty-five (35) days (Part A: 7.) for further information.

- 2.2.2 You must be a New Zealand resident permanently residing in New Zealand.

- 2.2.3 The person activating the insurance must be a *Gold cardholder* (which includes joint and additional cardholders) at the time of activation of the insurance and satisfy the requirements set out in Insurance activation (Part A: 2.).

- 2.2.4 Cover is extended to include the *Gold cardholder's* accompanying *spouse* and/or *dependent children*, in accordance with the requirements set out in Insurance activation (Part A: 2.4.1) below, subject to the terms and conditions of this policy.

- 2.3. If you are a *Gold cardholder* travelling alone

- 2.3.1 At least \$500 (or \$250 if travelling only to Australia and/or a *South Pacific Island*) of your *pre-paid travel costs* must have been paid for by one (1) or a combination of the following:

- (a) charged to your *Gold card* or the applicable *Westpac hotpoints Gold American Express Card*;
- (b) a cash advance obtained on your *Gold card* on the same day that the payment for your *pre-paid travel costs* are made and receipted; or
- (c) redeemed with your *Westpac hotpoints*®.

- 2.4. If you are a *Gold cardholder* travelling with your *family*

- 2.4.1 If cover is required for your *spouse* and/or *dependent children* that are accompanying you on the *journey*, the total *pre-paid travel costs* for the entire *family* must equal at least \$1,000 (or \$500 if travelling to only Australia and/or a *South Pacific Island*) paid for by one (1) or a combination of the following:

- (a) charged to your *Gold card* or the applicable *Westpac hotpoints Gold American Express Card*;
- (b) a cash advance obtained on your *Gold card* on the same day that the payment for your *pre-paid travel costs* is made and receipted; or

Note: Cash advance is not available at ATMs on the *Westpac hotpoints Gold American Express Card*.

- (c) redeemed with your *Westpac hotpoints*®.

- 2.5. Other insurance activation conditions (applying to the entire policy)

- 2.5.1 Maximum *journey* period – thirty-five (35) day round trip

- (a) To be eligible for cover under this policy, the total period of the *overseas* portion of your *journey* must not exceed thirty-five (35) days. You must hold a return travel ticket for your *journey* before you depart New Zealand that shows a return date within the thirty-five (35) day limit.

For example:

- (i) if the *overseas* portion of your intended *journey* is forty-five (45) days, no part of this *journey* will be covered by this policy. Refer to Travel exceeding thirty-five (35) days (Part A: 7.).
- (ii) if the *overseas* portion of your intended *journey* is twenty-five (25) days and you hold a return ticket to that effect, providing you have satisfied Insurance activation provisions (Part A: 2.2. – 3. above), your *journey* will be covered, subject to the terms and conditions of the policy.

- (b) To calculate the period of your *journey* for the purpose

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of activating cover under this policy, day one (1) of *your journey* commences at the date and time *you* depart New Zealand to commence the *overseas* travel (e.g. scheduled air flight departure time) and concludes at the date and time *you* arrive back in New Zealand (e.g. scheduled air flight arrival time).

- (c) *Your* cover will be automatically extended to accommodate the late arrival of *your* carrier, providing this was *your* original scheduled carrier.
- (d) An additional twenty-four (24) hours is allowed each way for direct travel between the point of departure/ arrival in New Zealand and *your* place of residence. *You* do not need to include these days when working out the *journey* period.

If the total period of the *overseas* portion of *your* travel exceeds the thirty-five (35) day maximum, refer to Travel exceeding thirty-five (35) days (Part A: 7.) for further information.

2.5.2 Pre-paid travel costs

For clarity, *pre-paid travel costs* shall have the meaning given to that term in Definitions (Part C).

2.5.3 Incorrect activation for *your family*

If *you* are the *Gold cardholder* and are travelling with *your spouse* and/or *dependent children*, but *you* activate cover only for *you*, there is no cover under this policy for *your spouse* and/or *dependent children*.

2.5.4 No or insufficient *pre-paid travel costs*

If *you* have no *pre-paid travel costs* or they do not equal or exceed the monetary values (i.e. for a *Gold cardholder* travelling alone, or a *Gold cardholder* travelling with their *family* as applicable), as specified in Insurance activation (Part A: 2.3.1 or 2.4.1 above), then *you* are not eligible for cover under this policy.

2.5.5 Joint and additional *Gold cardholders*

- (a) If *you* are travelling with *your family* (i.e. *spouse* and *dependent children*) then for the purpose of this insurance the *Gold cardholder* is the person whose card was used to activate the insurance, or the person who activated by another accepted method in accordance with Part A: 2.4.1, and the other *family* members will be considered accompanying *family* members.
- (b) If the *spouse* or *dependent child* is travelling alone then to be eligible for cover under this policy they must be a *Gold cardholder* in their own right and have satisfied the activation requirement under Part A: 2.3.1 using a valid *Gold card*, and/or their Westpac *hotpoints*®.
- (c) For the avoidance of doubt, if *you* are activating cover for yourself and *your family* (i.e. *you* plus *your spouse* and/or *dependent children*), and *you* are all travelling together, then for the purpose of this policy *your spouse* and/or *dependent children* are considered to be accompanying insured persons. This applies even if *your* accompanying *spouse* and/or *dependent children* are *Gold cardholders* in their own right.

2.5.6 Business travel

Cover applies to most employment and business activities *you* undertake on a *journey*, however some limitations apply. Please be aware that:

- (a) *your* personal *Gold card* or the applicable *Westpac hotpoints Gold American Express Card* must be used to activate cover; and
- (b) some employment and business activities are not covered, in particular refer to General Policy Exclusions 8. and 9.(a) (Part E).

3. Additional activation requirements for benefit 11 only (Accidental death and disablement (common carrier cover))

3.1 To activate cover under Part D: benefit 11 of this policy:

- (a) The *conveyance* travel must be part of *your journey* arrangements;
- (b) The *Gold cardholder* must also have activated cover for all other policy benefits in accordance with Insurance activation (Part A: 2.3.1 or 2.4.1 as applicable) for this *journey*; and
- (c) A *Gold cardholder* must have paid for the full value of the *conveyance* travel ticket for themselves and/or any accompanying *spouse* and/or *dependent children* with their *Gold card*.

For example:

- (i) If *you* plan to take a ferry trip as part of *your journey*, then provided *you* have satisfied the requirements of Insurance activation (Part A: 2.3.1 or 2.4.1 as applicable) for that *journey*, and *you* have paid for the full value of *your* (and any accompanying *spouse* and/or *dependent children*) ferry trip ticket with *your Gold card* *you* would have satisfied the activation requirements of this benefit 11 for that ferry trip, subject to the terms and conditions of the policy.

4. Age limitations

- 4.1. This policy covers eligible *Gold cardholders* who are under 91 years of age, subject to the terms and conditions of this policy. There are limitations to the amount and cover provided for eligible *Gold cardholders* aged 75 years to 90 years (inclusive). Please refer to the Schedule of Benefits.
- 4.2. There is no cover under this policy for persons aged 91 years or older.
- 4.3. If *you* are aged 75 years or older and wish to apply for cover under this policy please refer to Travellers aged 75 years and older (Part A: 5.) below.
- 4.4. The age references in Part A: 4.1 – 4.3. above are to age as at the date of departure for each respective *journey*.

5. Travellers aged 75 years and older

- 5.1. If *you* are aged between 75 and 90 years (inclusive), *you* may apply for medical-related cover under this policy. The application process will involve a Mature Age Assessment (refer below) and payment of a premium. This premium reflects the cover already provided under the policy (e.g. personal items).
- 5.2. If *you* are aged 91 years and older, *you* may apply for certain covers including cancellation, medical, unexpected expenses, and personal items. The application process will involve a Mature Age Assessment (refer below) and payment of a premium.
- Accidental death (Part D: benefit 9), Loss of income (Part D: benefit 10), and Accidental death and disablement (common carrier cover) (Part D: benefit 11) will not apply to persons in the 91 years and older age group.

5.3. Mature Age Assessments

- (a) This assessment can be completed by contacting the Chartis Call Centre on **0800 465 322**.
- (b) An assessment must be completed for **each and every journey** if *you* wish to have medical-related cover under this policy.
- (c) When *you* call, *you* will be requested to provide full details of *your* travel plans, the state of *your* health, and if applicable, the state of health of *your* accompanying *spouse*.
- (d) If *your* application is accepted, cover will be confirmed to *you* in writing, and *you* will be advised of any special acceptance terms that are to apply. The premium payable for this cover will be charged to *your Gold card*.
- (e) If within seven (7) days of receipt of *our* cover confirmation letter and before *your* departure date (providing *you* have not claimed or intend to claim against the policy), *you* can write to *us* to cancel *your* requested cover from inception and receive a full credit to *your Gold card* for the insurance premium that *you* have paid.

6. Pre-existing medical conditions

- 6.1. Any event that is caused by or arises as a result of any *pre-existing medical condition* of *yours*, a *relative*, *travel companion*, or any other person whose state of health may affect *your journey* and whom may give cause for *you* to claim, is not automatically covered by this policy (refer to Definitions (Part C) for the definition of *pre-existing medical condition*).
- 6.2. However, *you* may apply for *your* (including accompanying *spouse* and/or *dependent children*) *pre-existing medical condition* to be covered by the policy (refer to Definitions (Part C) for the definition of *pre-existing medical condition*). *You* must apply prior to *your* departure from New Zealand. The *pre-existing medical condition* of *your relatives*, *travel companion* or any other persons whose state of health

may affect *your journey* and may give rise for *you* to claim, cannot be applied for and are therefore not covered by this policy.

- 6.3. To apply to have *your pre-existing medical condition* covered by this policy, please phone the Chartis Call Centre on **0800 465 322**. *Our* team of medical professionals will assess *your pre-existing medical condition*. If *your* application is accepted *you* will need to pay a premium to *us*, which will be charged to *your Gold card*. Chartis will then send *you* a letter of confirmation that *your pre-existing medical condition* is covered under this policy for the *journey* in question, and outline any special acceptance terms that are to apply.
- 6.4. Pregnancy is considered as a *pre-existing medical condition*. There is no cover for any expenses as a result of *your* pregnancy, except for an unexpected/unforeseen medical complication or emergency that occurs during the *period of insurance* and when *you* are no more than twenty-six (26) weeks pregnant at the time the unexpected/unforeseen medical complication or emergency occurs.

7. Travel exceeding thirty-five (35) days

- 7.1. If the total period of the *overseas* portion of *your* intended travel exceeds thirty-five (35) days *you* have no cover under this policy.
- 7.2. However, *you* may apply for cover for the full duration of *your* travel (i.e. from day one (1) of *your* intended trip, to the date *you* intend to return to New Zealand). The maximum trip period that *you* may apply for is one hundred and eighty (180) days.
- 7.3. All benefits will be available to *you* as stated in this policy except for Accidental death and disablement (common carrier cover) (Part D: benefit 11).
- 7.4. The approved cover shall be subject to the terms and conditions of this policy and any additional or amended terms and conditions outlined in *your* cover confirmation letter.
- 7.5. To obtain a quotation and apply, call the Chartis Call Centre on **0800 465 322**.
- 7.6. Cover shall be subject to *our* underwriting guidelines, *our* written approval of *your* application (cover confirmation letter), and payment of an additional premium charged to *your Gold card*. Cover is activated on *our* receipt of the required premium.
- 7.7. If within seven (7) days of receipt of *our* cover confirmation letter and before *your* departure date (providing *you* have not claimed or intend to claim against the policy), *you* can write to *us* to cancel *your* requested cover from inception and receive a full credit to *your Gold card* for the insurance premium that *you* have paid.

8. Continuation of cover

- 8.1. If *your* return to New Zealand is delayed by reason of either:

- (a) travel delay; or
- (b) *your* illness/injury,

and the reason is a covered event under *your* policy, *you* are automatically insured under this policy up to a further ninety (90) consecutive days provided:

- (i) *you* have obtained approval from Travel Guard™ on +64 9 359 1624, as soon as possible, for this extension;
- (ii) *you* return to New Zealand as soon as the reason for the travel delay is removed or *you* have recovered from *your* illness/injury; and
- (iii) *you* follow the direction/advice of Travel Guard™.

9. Excess

- 9.1. *You* must pay the first \$200 for every claim event under:
- (a) Benefit 1 – Cancellation of travel;
 - (b) Benefit 2 – Overseas medical and associated expenses;
 - (c) Benefit 3 – Unexpected travel and accommodation expenses;
 - (d) Benefit 4 – Death of a relative and resumption of journey;
 - (e) Benefit 5 – Luggage, personal effects and travel documents;
 - (f) Benefit 7 – Missed connection;
 - (g) Benefit 14 – Rental vehicle collision damage and theft excess cover; and
 - (h) Benefit 15 – Personal liability.
- 9.2. Only one (1) *excess* applies if *you* make more than one (1) claim as a result of a single event. If *you* claim for two (2) or more separate unrelated claim events (e.g. a broken leg and lost luggage), two (2) *excesses* shall apply. If a *family* claims, only one (1) *excess* shall apply to each claim event.

10. Your duty of disclosure

- 10.1. When answering *our* questions, *you* must be honest and *you* have to tell *us* anything known to *you* that a reasonable person in the circumstances would include in the answer to the question. *We* will use the answers in deciding whether to cover *you* and anyone else to be covered under this policy.
- 10.2. It is important that *you* understand that this duty of disclosure applies where:
- (a) *you* are answering *our* questions in this way for *you*;
 - (b) *you* are answering *our* questions for any other person who is to be covered by this policy; and
 - (c) *you* are answering *our* questions for both *you* and any other person who is to be covered by this policy.
- 10.3. If *you* do not answer *our* questions in this way, *we*

may reduce or refuse to pay a claim. If *you* answer *our* questions dishonestly, *we* may refuse to pay a claim and treat *your* cover under this policy as not having commenced.

11. Privacy Statement

This policy is issued/insured by American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis. Chartis collects information necessary to underwrite and administer this policy, to maintain and improve customer service, and to advise *you* of *our* products. In the course of administering this policy, Chartis may exchange or disclose *your* personal information and that of any other person insured by this policy to:

- (a) a related Chartis company either in New Zealand or overseas;
- (b) contractors or third party providers providing services related to the administration of this policy;
- (c) banks and financial institutions for the purpose of processing *your* application and obtaining payment of premium;
- (d) in the event of a claim - banks and financial institutions, assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers; or
- (e) *our* assistance provider who will record all calls to the assistance service provided under *your* policy for quality assurance, training and verification purposes.

Your Access to Personal Information

You may gain access to or request correction of *your* personal information and that of any other person insured by this policy by writing to:

The Privacy Manager

Chartis

PO Box 1745

Shortland Street

Auckland 1140

New Zealand

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

Part B: General Policy Conditions

1. Changes in circumstances (including health) before departure

- 1.1. If prior to *your* departure from New Zealand, *you* become unfit to travel or aware of circumstances that are likely to lead to cancellation or disruption of *your* journey, please notify the Chartis Call Centre on **0800 465 322**. *We*

reserve the right to withdraw cover or require the inclusion of additional terms and conditions to this policy. Should we withdraw cover or *you* subsequently decide against travel because of the restrictions to *your* cover, *you* will still be able to claim for cancellation, subject to the terms and conditions of Cancellation of travel (Part D: benefit 1) and this policy.

2. New Zealand Ministry of Foreign Affairs and Trade

- 2.1. *You* are not covered for travel into and within a location that is listed as an “extreme risk” location on the Ministry of Foreign Affairs and Trade website (www.safetravel.govt.nz).
- 2.2. *You* may be covered for cancellation costs under Cancellation of travel (Part D: benefit 1) if *you* decide to cancel or curtail *your journey* because the location(s) in *your* planned itinerary are added or upgraded to the Ministry of Foreign Affairs and Trade list of “extreme risk” locations after *you* have activated cover under this policy and before *your* departure.
- 2.3. If after *your* departure the location(s) in *your* planned itinerary are added or upgraded to “extreme risk” before *you* enter these location(s), *you* are covered for cancellation costs under Cancellation of travel (Part D: benefit 1) only. However, if the location(s) in *your* planned itinerary are added or upgraded to “extreme risk” when *you* are in such location(s), the full policy cover applies, always provided that *you* try to leave that location as soon as possible after *you* become aware of the addition or upgrade. This is important because *our* ability to assist *you* may be impeded by what has occurred in that location and *you* are obligated to avoid potential claim situations.

Note: This condition remains subject to the terms and conditions of the policy, including General Policy Exclusions 1., 2., 3. and 4. (Part E).

3. Our requirements

- 3.1. It is a condition of cover under this policy that:
 - (a) if *you* require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want *us* to pay, *you* must contact Travel Guard™ +64 9 359 1624 (collect) and obtain approval before arrangements are made. *You* must follow the advice and instruction of Travel Guard™ and where required, *our* advice and instructions;
 - (b) if *you* suffer a claimable event whilst *overseas* under Overseas medical and associated expenses (Part D: benefit 2), Accidental death (Part D: benefit 9), Loss of income (Part D: benefit 10) or Accidental death and disablement (common carrier cover) (Part D: benefit 11), *you* must always be acting in accordance with the advice and instruction of a legally qualified and registered medical practitioner;
 - (c) in the event of a loss, *you* must do what *you* can to prevent any further loss or expense;

- (d) *you* do not act deliberately or recklessly in a manner that could cause loss or damage:
 - (i) to property covered by this policy; or
 - (ii) for which *you* could be held legally liable, either by doing something *you* should not do, or by failing to do something *you* should have done; and
- (e) *you* do not admit liability for loss or damage;

- 3.2. Failure to meet one or more of the above requirements may affect *your* claim.

4. Documents to take with you

- 4.1. Please take a copy of this policy wording document and a copy of *your Gold card* or *Westpac hotspots Gold American Express Card* receipt (or cash advance receipt, where applicable) and/or Westpac hotspots redemption letter, to confirm *your* purchase of *your overseas* return travel ticket and other pre-paid travel costs. *You* will need to be able to provide these details to enable Travel Guard™ to assess *your* eligibility for this insurance. Having these documents readily available will also assist *your* claim.

5. Safety of your belongings

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

6. Losses

- 6.1. All losses under Luggage, personal effects and travel documents (Part D: benefit 5) must be reported to the appropriate authority within twenty-four (24) hours and a written acknowledgment obtained. The appropriate cancellation measures must also be taken.

7. Keep receipts

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

8. New Zealand currency

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

9. New Zealand law

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

10. **Our right to defend or recover**

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

11. **Other cover**

- 11.1. There is no cover under this insurance for a loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or to the extent that free health care or treatment is available in New Zealand or under any reciprocal health agreement between the government of New Zealand and the government of any other country. *We* will however, pay the difference between what is payable under the other insurance policy, health or medical scheme, Act of Parliament or reciprocal health agreement and what *you* would otherwise be entitled to recover under this insurance. This provision (Part B: 11.) shall not apply to Accidental death (Part D: benefit 9) or Accidental death and disablement (common carrier cover) (Part D: benefit 11).

12. **Fraudulent claims**

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

13. **Limits of liability**

- 13.1. *Our* liability is limited to the maximum amounts payable set out in the Schedule of Benefits.

14. **Terms and conditions**

- 14.1. Any references in this policy to terms and conditions refer to the policy in its entirety.

15. **Conditions and Exclusions**

- 15.1. *You* should take special note of the General Policy Conditions, General Policy Exclusions, and the conditions and exclusions included in Part D: benefits 1 – 15.

Part C: Definitions

For the purposes of this policy:

1. *bed care* – means where *you* are necessarily confined to bed (such confinement must commence during the *journey*) for a continuous period of not less than twenty-four (24) hours and *your* confinement is certified as necessary by a legally qualified and registered medical practitioner (other than *you* or a member of *your* family) and *you* are under the continuous care of a registered nurse (other than *you* or a member of *your* family).

Bed care does not include where *you* are a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or external care facility or a place for the care or treatment of alcoholics or drug addicts.

2. *conveyance* – means an aircraft, vehicle, train, vessel or other public transportation that is licensed to carry fare-paying passengers.
3. *dependent children* – means *your* unmarried children who are under nineteen (19) years of age and living with *you* or under twenty-four (24) years of age while they are full time students at an accredited institution of higher learning and who are primarily dependent upon *you* for maintenance and support. *Dependent children* includes *your* step or legally adopted children.
4. *excess(es)* – means the first \$200 *you* must pay for each claim made under Part D: benefits 1, 2, 3, 4, 5, 7, 14 and 15. Please refer to Part A: 9.
5. *family(ies)* – means *your spouse* and/or *your dependent children* that are travelling with *you* on a *journey* covered by this policy.
6. *financial default* – means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
7. *income* – means:
 - (a) if *you* are salaried, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
 - (b) if *you* are on a T.E.C. (i.e. Total Employee Cost) or salary package, the average gross weekly value of the income package earned from personal exertion (including but not limited to, wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (c) if *you* are self-employed, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income,

all derived during the twelve (12) calendar months immediately preceding the injury giving rise to the claim under this policy.

8. *Gold card* – means any current and valid Gold MasterCard®, Gold Visa Card or Gold American Express Card issued by Westpac.

9. *Gold cardholder* – means the holder of a current and valid *Gold card*. This includes joint and additional cardholders.
10. *hotpoints* – means, depending on the context:
- the scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with these terms and conditions, or
 - points accrued by a hotpoints member through the use of a credit card in accordance with these terms and conditions.
11. *journey* – means the period commencing from the time *you* leave *your* place of residence in New Zealand to travel directly to *your* place of departure from New Zealand for the *overseas* travel, and shall continue until the time *you* return to *your* place of residence in New Zealand.
- The maximum duration for the *overseas* portion of the *journey*, commencing at the date and time *you* depart New Zealand and ending at the date and time *you* arrive in New Zealand, must not exceed thirty-five (35) consecutive days.
- Travel between *your journey's* point of departure and arrival in New Zealand and *your* place of residence in New Zealand must be by direct route and shall be limited to a maximum cover period of twenty-four (24) consecutive hours each side of the *journey*.
12. *kidnapping/kidnapped* – means the seizing, detaining or carrying away of *you* by force or fraud for the purpose of demanding *ransom*.
13. *overseas* – means outside the territorial limits of New Zealand.
14. *period of insurance* – means:
- (a) for Cancellation of travel (Part D: benefit 1), the period commencing once *you* have satisfied all the provisions of Insurance activation (Part A: 2.) and finishes at the end of the *journey*; and
 - (b) for all other benefits in this policy, *period of insurance* means the period of the *journey*.
15. *pre-existing medical condition* – means:
- (a) any physical impairment, disorder (including but not limited to mental), addiction (including but not limited to alcohol and drug), condition or disease, diagnosed or otherwise, which *you* are aware of, or for which *you* have received medical treatment, medical advice or for which *you* have taken prescribed medication, in the period before the *Gold cardholder* activated cover under this policy for the *journey* and up until *your* departure from New Zealand; and
 - (b) any physical impairment, disorder (including but not limited to mental), addiction (including but not limited to alcohol and drug), condition or disease, diagnosed or otherwise, of any *relative*, *travel companion* or any other person whose state of health will affect *your journey*, which *you* are aware of, or for which they have received medical treatment, medical advice or taken prescribed medication, in the period before the time the *Gold cardholder* activated cover under this policy for the *journey* and up until *your* departure from New Zealand.
- Note: *your* unexpected/unforeseen medical complications or emergencies relating to pregnancy are not regarded as *pre-existing medical conditions*, provided such medical complications or emergencies occur during the *period of insurance* and within the first twenty-six (26) weeks of the pregnancy.
16. *pre-paid travel costs* – means one or a combination of the following expenses, that are paid for prior to *your* departure from New Zealand on *your journey*:
- (a) return *overseas* travel tickets (tickets departing from and returning to New Zealand);
 - (b) airport, departure and transportation taxes and/or surcharges;
 - (c) pre-paid *overseas* accommodation; or
 - (d) any other pre-paid *overseas* itinerary costs.
17. *primary cardholder* – means the person in whose name the *Gold card* account is opened.
18. *public place* – means any place accessible to the public, including but not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches and public toilets.
19. *ransom* – means any monetary loss, which *you* incur in the provision and delivery of cash, marketable goods, services or property to secure *your* release.
20. *relative* – means *your spouse*, parent, parent-in-law, step-parent, grandparent, son, daughter, sister, brother, grandchild, stepchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, guardian, fiancé, fiancée, half-brother, half-sister, niece or nephew, resident in New Zealand.
21. *rental vehicle* – means a motor vehicle that is designed for road use, and to carry no more than eight (8) passengers including the driver and rented by *you* from a licensed motor vehicle rental agency. For the purpose of clarity this does not include two (2) or three (3) wheeled vehicles including but not limited to motorcycles or mopeds, or vehicles which are rented for commercial purposes.
22. *South Pacific Islands* – means Cook Islands, Fiji Islands, Kiribati, New Caledonia, Niue, Papua New Guinea, Samoa, Solomon Islands, Tahiti, Tonga, Tuvalu and Vanuatu.
23. *spouse* – means *your* spouse, or de facto partner with whom *you* have continuously cohabited for a period of three (3) consecutive months or more.
24. *terrorist act* – means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed

for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered *terrorist acts*. Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.

25. *total loss* – means for the purpose of Accidental death and disablement (common carrier cover) (Part D: benefit 11):
- (a) with reference to hand means complete severance through or above the wrist;
 - (b) with reference to foot means complete severance through or above the ankle joint; or
 - (c) with reference to eye means irrecoverable loss of the entire sight of that eye.
26. *travel companion* – means a person whom, before the *journey* began, arranged to accompany *you* from New Zealand and then on at least 50% of the duration of *your journey*.
27. *ultimate net loss* – means the final amount of *ransom* cost less any recoveries.
28. *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.
29. *we, our, us* – means American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis.
30. *Westpac hotpoints Gold American Express Card* – means the American Express Card issued by Westpac to you, if you are a member of hotpoints, that operates on the American Express network and is linked to your existing credit card account, and is used to make transactions on that account. It does not have its own credit limit or statement. Access to ATMs, including cash advances, is not available on the Westpac hotpoints Gold American Express card.
31. *you, your* – means the *Gold cardholder* and includes *family* members.

Words in the singular include the plural and vice versa.

Part D: Policy Benefits

Benefit 1 – Cancellation of travel

- 1.1. *We* will pay the applicable compensation outlined in Part D: benefit 1.2 below following the cancellation, alteration, curtailment, or incompleteness of *your journey* due to:
- (a) the unforeseeable death, serious injury or serious illness of *your relative*, business partner or *travel companion*;
 - (b) *your* unforeseeable death, serious injury or serious illness, provided that a claim is not also paid in respect of *your* death under Accidental death (Part D: benefit 9) or Accidental death and disablement (common carrier cover) (Part D: benefit 11); or

- (c) any other unforeseeable circumstances outside *your* control (other than death, injury or illness (serious or otherwise), or any other event covered elsewhere in this policy).

- 1.2. If *you* have an event covered by this benefit as outlined above, *we* will pay:
- (a) if *you* decide to continue with *your* cancelled travel arrangements and *you* do this at the earliest reasonable opportunity after cancellation, *we* will, at *our* option, either:
 - (i) pay for any non-refundable part of *your* cancelled travel arrangements that *you* have paid for but are unable to use; or
 - (ii) pay the costs of a higher class of travel, or increased seasonal rates for travel. *We* will only pay if that is the only class or rate available, and the amount paid will be reduced by any refundable part of *your* cancelled travel arrangements. *We* will only pay to upgrade *your* travel on the type of transport *you* chose in *your* cancelled travel arrangements.
 - (b) if *you* decide not to continue with the cancelled travel arrangements and *you* do this at the earliest reasonable opportunity after cancellation, *we* will pay for any non-refundable part of *your* cancelled travel and accommodation arrangements that *you* have paid for, but will not use.
 - (c) in addition to any payment made under benefit 1.2(a) or (b) above, *your* licensed travel agents' cancellation fees of up to a maximum of \$500 per *family* if incurred.

Conditions applicable to benefit 1

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

- 1.1. Cancellation insurance will commence from the time *you* activate cover under this policy for the *journey* in accordance with Insurance activation (Part A: 2.).
- 1.2. If *you* redeemed Westpac hotpoints in exchange for an airline ticket for *your* journey, *we* will pay *you* for the points lost following cancellation of *your* ticket, providing:
- (a) before *you* submit a claim to *us* for a loss of points, *you* must first request *your* Westpac hotpoints be refunded by the provider; and
 - (b) if the provider will not refund *your* points *we* will pay *you* the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, or replace *your* points, at *our* sole discretion; or
 - (c) if the provider will only refund a portion of *your*

points, we will pay *you* the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of *your* points refunded back to *you*, or replace the portion of *your* points not refunded by the provider, at *our* sole discretion.

Exclusions applicable to benefit 1

In addition to the General Policy Exclusions, we will not pay for *your* costs arising from cancellation of or changes to travel arrangements in relation to:

- 1.1. delays, rescheduling or cancellation by carriers (unless as a result of natural disasters, weather conditions, or riots, strikes or civil commotion (but not *terrorist acts*));
- 1.2. government prohibition or regulation;
- 1.3. claims arising from any business commitment, financial or contractual obligation, including those of any *travel companion* or any person on whom the travel depends, or from when *you* or any person with whom *you* are travelling choose to change *your* dates of travel or travel itinerary, or choose not to travel (this does not apply where *you* are unexpectedly retrenched from *your* usual full time employment in New Zealand before *your* departure);
- 1.4. any *pre-existing medical condition* of *yours*, a *relative*, *travel companion* or any other person that may give cause for *you* to claim. We will, however, cover events caused by *your pre-existing medical condition* if we have given prior written approval to cover *your pre-existing medical condition* and *you* have paid the additional premium surcharge. We will also cover *you* for cancellation expenses if, *you* contract a *pre-existing medical condition*, which we will then not provide cover for (please refer to Changes in Circumstances (including health) before departure (Part B:1.));
- 1.5. the death, injury or illness (serious or otherwise), or any other circumstance, relating to persons living outside of New Zealand;
- 1.6. *your* or *your travel companion's* failure to procure a passport or visa; or
- 1.7. 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.

Benefit 2 – Overseas medical and associated expenses

- 2.1. We will pay *your* reasonable and necessary medical, surgical, hospital, ambulance, and nursing home expenses and the cost of other treatment, including emergency dental costs for the relief of sudden and acute pain, given or prescribed by a legally qualified medical practitioner (other than *you* or a member of *your* family) and necessarily incurred outside New Zealand, as a result of *you* suffering an injury or illness during the *journey*.

Where we deem it necessary for medical reasons or any other reason as solely determined by us, we will also pay the cost for *you* to be medically evacuated to another location and/or medically repatriated to New Zealand. In every such situation we will organise the medical evacuation/repatriation.

If *you* are hospitalised *you* must contact Travel Guard™ as soon as possible. Ring the operator in *your* current locality to book a reverse charge call to **+64 9 359 1624**.

If *you* fail to relocate to New Zealand when *you* may, in the opinion of *our* medical advisor, have safely undertaken to do so, or *you* fail to follow *our* advice and instruction, we will not pay for any subsequent *overseas* medical and associated expenses that are incurred from that time.

- 2.2. We will pay for ongoing medical attention incurred upon *your* return to New Zealand up to a maximum of \$1,000.
- 2.3. We will pay the reasonable extra travel and accommodation expenses (less any refund received for the unused *pre-paid travel costs* and accommodation arrangements) actually and necessarily incurred on the written advice of a legally qualified medical practitioner (other than *you* or a member of *your* family) and with *our* written agreement, for one person to travel to, remain with, or accompany *you* back to *your* residence in New Zealand, as a result of *you* suffering a serious injury or serious illness during the *journey*.
- 2.4. We will pay for each continuous twenty-four (24) hour period *you* are confined in a hospital as a *bed care* patient *overseas*, as a result of *you* suffering an injury or illness during *your journey*, a daily cash *bed care* allowance of \$55 per day. This *bed care* allowance can be used for such incidental costs that *you* incur during *your* hospital stay such as TV hire, magazines, book and newspaper purchases or other general expenses like personal phone calls. The maximum we will pay for *your bed care* patient allowance is \$5,500 per person, \$11,000 per *family*. Claims must be supported by written confirmation from the hospital of the length of *your* stay.
- 2.5. Reasonable medical and hospital expenses are the standard level provided in the country *you* are in and shall not exceed the level *you* would normally receive in New Zealand. Reasonable extra travel and accommodation expenses are the standard not exceeding the average standard of travel and accommodation *you* booked for the rest of *your journey*.

Exclusions applicable to benefit 2

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

- 2.1. expenses incurred more than twelve (12) consecutive months after the injury or illness, which is the subject of the claim, first occurred;
- 2.2. to maintain any course of treatment *you* had before *you* began *your* travel or replenishment of medicines *you*

- have been prescribed and were taking before *you* left New Zealand, unless *your* medication is stolen or lost on the *journey*;
- 2.3. costs for private medical treatment *overseas* where public care or treatment is available in any country under any reciprocal health agreement between the New Zealand and foreign governments;
 - 2.4. expenses incurred for dental treatment due to normal wear and tear, or the normal maintenance of dental health (or lack thereof), or involving the use of precious metals;
 - 2.5. expenses arising out of sexually transmitted diseases of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV);
 - 2.6. expenses *you* incur in New Zealand and exceed \$1,000 in total; or
 - 2.7. expenses that result from any illness, disease or condition that is transmitted when giving or taking a drug (except where the giving or taking of the drug is prescribed or is supervised by a qualified and registered medical practitioner and the illness, disease or condition is not excluded anywhere else in this policy).

Benefit 3 – Unexpected travel and accommodation expenses

- 3.1. We will pay for *your* reasonable, necessary and additional unexpected travel and accommodation expenses that are in addition to those already budgeted for or likely to be incurred, but less any refund or reimbursement on any unused prepaid travel and accommodation arrangements, if *your journey* has commenced and *you* are required to curtail or alter *your journey* due to:
 - (a) the unforeseeable serious injury or serious illness of *your relative* or *travel companion*;
 - (b) the unforeseeable death of *your travel companion*;
 - (c) *your* unforeseeable death, injury or illness; or
 - (d) any other unforeseeable circumstances outside *your* control (other than death, injury or illness (serious or otherwise) or carrier caused delays, rescheduling or cancellation, or any other event covered elsewhere in the policy).
- 3.2. If *your* carrier is delayed, rescheduled or is cancelled as a result of natural disasters, weather conditions, or riots, strikes or civil commotion (but not *terrorist acts*), we will pay unexpected travel and accommodation expenses if:
 - (a) *you* incur them during *your journey*, and *you* are legally responsible for paying them;
 - (b) we think the unexpected travel and accommodation expenses are reasonable in amount and were necessarily incurred; and

- (c) *you* show us a letter from the carrier giving details of the delay, rescheduling or cancellation.
- 3.3. Reasonable extra travel and accommodation expenses are the standard not exceeding the average standard of travel and accommodation *you* booked for the rest of *your journey*.
- 3.4. The maximum we will pay for unexpected travel and accommodation expenses is \$10,000 per person, \$20,000 per *family*.

Exclusions applicable to benefit 3

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

- 3.1. *your* costs arising from changes to travel arrangements in relation to delays, rescheduling or cancellation by carriers (unless as a result of natural disasters, weather conditions, or riots, strikes or civil commotion (but not *terrorist acts*));
- 3.2. for extra travel and accommodation expenses under this Part D: benefit 3 in relation to the following:
 - (a) resumption of *journey* costs (refer Death of a relative and resumption of journey (Part D: benefit 4));
 - (b) missed connection (refer Missed connections (Part D: benefit 7));
 - (c) cancellation of any of *your* travel arrangements (refer Cancellation of travel (Part D: benefit 1));
 - (d) funeral or transportation of remains (refer Funeral expenses (Part D: benefit 8));
- 3.3. for claims arising from government prohibition or regulation;
- 3.4. for claims arising from any business commitment, financial or contractual obligation, including those of any *travel companion* or person on whom the travel depends, or from when *you* or any person with whom *you* are travelling choose to change *your* dates of travel or travel itinerary, or choose not to travel (this does not apply where *you* are unexpectedly retrenched from *your* usual full time employment in New Zealand);
- 3.5. for claims arising from the death, injury or illness (serious or otherwise), or any other circumstance, relating to persons living outside of New Zealand;
- 3.6. for claims arising from *your* or *your travel companion's* failure to procure a passport or visa;
- 3.7. for 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; or
- 3.8. for any expense for which *you* have received reimbursement from us under any other benefit of this policy.

Benefit 4 – Death of a relative and resumption of journey

If due to the unforeseeable death of *your relative* you have to curtail *your journey* and return to New Zealand:

- 4.1. *we* will pay the cost of an economy air ticket back to return *you* to New Zealand; and
- 4.2. *we* will also pay for *your* return to the location where *you* were to be according to *your* itinerary; providing the Conditions below are satisfied.

Conditions applicable to benefit 4

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

- 4.1. *You* must resume *your journey* within thirty (30) days of returning to New Zealand.
- 4.2. *Your journey* must not have ended before *your* return and there is at least a fortnight or 25% of the time of *your journey* remaining (whichever is the greater).
- 4.3. *Your* claim is not excluded in General Policy Exclusions (Part E). However if the exclusion is due to *your relative's pre-existing medical condition*, *we* will consider *your* claims under this benefit, provided that before *you* commenced *your journey* a medical professional had not declared *your relative* as being terminally ill.
- 4.4. The maximum *we* will pay for death of a *relative* and resumption of *journey* is \$3,000 per person, \$6,000 per *family*.

Benefit 5 – Luggage, personal effects and travel documents

- 5.1. Lost or damaged property
 - (a) *We* will pay for the accidental loss or damage to *your* accompanied luggage and personal effects (other than household furniture) during *your journey*. *We* may choose to replace, repair or pay for the loss in cash, after making allowance for depreciation, and wear and tear.
 - (b) The maximum amount *we* will pay for any one item, set or pair of items is \$3,000, except for laptop computers and accessories which is \$6,000.
 - (c) Specified items:
 - (i) *You* may, by calling the Chartis Call Centre on **0800 465 322** before *your* departure, specify an item (or set or pair of items) to be covered for an amount that exceeds the applicable Limit Any One Item as shown on the Schedule of Benefits.
 - (ii) This increased limit may be up to the nominated item's (or set or pair of items) current value or \$10,000, whichever is the lesser. An additional premium of 2% of the item's value will be payable and this will be charged to *your Gold card*. *You* must provide receipts or a valuation to support

your application for cover at the time of claim. Bicycles, surfboards and sporting equipment cannot be nominated as a specified item.

- (iii) Please note that specified items are an extension to *your* item limit, not the Luggage, personal effects and travel documents (Part D: benefit 5) limit, which remains at \$12,500 per person, \$20,000 per *family*.

- (d) The maximum *we* will pay for lost or damaged property is \$12,500 per person, \$20,000 per *family*.

5.2. Emergency replacement of luggage

We will pay for the emergency replacement of luggage up to a maximum of \$500 per person, \$1000 per *family*, if *your* total luggage is delayed, misdirected or temporarily misplaced by any carrier for more than twelve (12) hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the emergency replacement items *you* needed to purchase.

5.3. Replacement of travel documents

We will pay for the non-recoverable cost of replacing personal travel documents, credit cards, travellers cheques, bank notes, currency notes, postal orders, money orders, cash, or petrol coupons taken with *you* on the *journey*; up to a maximum of \$550 per person, \$1,000 per *family*.

5.4. Unauthorised use of travel documents

We will pay for *your* legal liability for payment arising out of unauthorised use of *your* travel documents, credit cards and travellers cheques, following theft during the *journey* by any one person (on the condition that the person responsible is not *your relative*). The maximum *we* will pay for the unauthorised use of *your* travel documents is \$550 per person, \$1,000 per *family*.

Conditions applicable to benefit 5

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

- 5.1. If an item forms part of a set, *we* only pay to repair or replace the item that is lost or damaged.
- 5.2. All loss or damage attributable to theft or vandalism must be reported to the appropriate authority within twenty-four (24) hours after the discovery of the loss or damage and written acknowledgement obtained.
- 5.3. Any loss of travel documents, credit cards, or travellers cheques must be reported as soon as possible to the issuing authority and written acknowledgement obtained. The appropriate cancellation measures must also be taken.
- 5.4. Any loss of travel documents, credit cards, or travellers cheques claimable under Part D: benefit 5.2 and 5.3 above will only be covered if *you* have complied with all the conditions *you* agreed to when *your* travel documents, credit cards or travellers cheques were issued.

Exclusions applicable to benefit 5

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

- 5.1. damage or loss arising from electrical or mechanical breakdown of any item, or loss of data, or replacement or fulfilment of mobile phone contracts;
- 5.2. damage or loss arising from any defect in an item;
- 5.3. damage or loss arising from any process of repairing or restoring the item;
- 5.4. damage or loss arising from confiscation or destruction by customs or any other authorities;
- 5.5. loss arising from *your* failure to comply with the issuing authority's recommended security guidelines for the use of bank or currency notes, cheques (including travellers cheques) credit card, postal or money orders or petrol coupons;
- 5.6. damage or loss arising from scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses;
- 5.7. 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 or alteration;
- 5.8. damage to or loss of items of value including but not limited to jewellery and watches, video camera(s), mobile telephone(s), photographic equipment, personal computer(s) as well as any accessories to such items, being carried in baggage unless handcarried and under the *Gold cardholder's* personal supervision or that of their *travel companion*. This exclusion will not apply where *you* had intended carrying these items as hand luggage but are prevented from doing so as a result of restrictions (other than standard airline baggage restrictions) imposed by a government or other official authority;
- 5.9. luggage, personal effects or travel documents left:
 - (a) unattended in any *public place*;
 - (b) unattended in an unlocked hostel or hotel room;
 - (c) in an unlocked and unattended building;
 - (d) in an unattended car in view of anyone looking into the car;
 - (e) in an unlocked car;
 - (f) in an unattended car overnight;
 - (g) left with a person who steals or deliberately damages the property (unless such person is authorised/ employed to look after *your* luggage – e.g. a hotel porter, airline baggage handlers etc);
- 5.10. luggage, or personal effects or travel documents shipped under any freight agreement, or items sent by postal or courier services;

- 5.11. damage to or loss of 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;
- 5.12. damage to or loss of commercial samples or any goods that are intended for sale or trade;
- 5.13. losses due to devaluation or depreciation of currency; or
- 5.14. damage to or loss of documents, securities, stamps, antiques, or works of art.

Benefit 6 – Travel delay

- 6.1. If *your* scheduled carrier is delayed for six (6) consecutive hours or more for reasons outside *your* control and *you* cannot claim the expenses from anyone else, we will pay for *your* reasonable accommodation and meal expenses up to \$275 per person, \$600 per *family*. For each additional twelve (12) consecutive hour period, we will pay up to \$275 per person, \$600 per *family*.
- 6.2. Reasonable extra travel, accommodation and meal expenses are the standard not exceeding the average standard of travel, accommodation and meals *you* booked for *your journey*.
- 6.3. The maximum we will pay for any one continuous delay period is \$825 per person, \$1,800 per *family*.

Benefit 7 – Missed connection

- 7.1. If attending a wedding, funeral, conference or sporting event is the purpose of *your journey*, and such event cannot be delayed due to *your* late arrival, and *your journey* is delayed because of something unexpected and outside *your* control, we will pay *you* the reasonable additional cost of using alternative public transport to arrive at *your* destination on time.
- 7.2. The maximum we will pay for missed connection is \$3,000 per *family*.

Benefit 8 – Funeral expenses

- 8.1. In the event of *your* death during *your journey*, we will pay the reasonable cost of returning *your* remains to *your* residence in New Zealand, or for the funeral or cremation costs if *your* body is buried at the place of *your* death.
- 8.2. The maximum we will pay for funeral expenses is \$12,500 per person, \$20,000 per *family*.

Benefit 9 – Accidental death

- 9.1. If *you* die within twelve (12) calendar months as a result of an injury caused by an accident occurring during *your journey*:
 - (a) if *you* are a *Gold cardholder*, we will pay *your* estate an accidental death benefit of \$100,000;
 - (b) if *you* are an accompanying *spouse*, we will pay the *spouse's* estate an accidental death benefit of \$50,000;

or

- (c) if you are an accompanying *dependent child*, we will pay the *dependent child's* estate an accidental death benefit of \$5,000 (per *dependent child*).

- 9.2. The maximum we will pay for accidental death is \$150,000 per *family*.

Conditions applicable to benefit 9

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

- 9.1. Your death must occur within twelve (12) calendar months of the date of the accident giving rise to the claim under this benefit.
- 9.2. If your body cannot be found and after twelve (12) calendar months it is reasonable for us to believe that you have died as a result of an injury caused by an accident occurring during your *journey*, we will pay the accidental death benefit (as applicable) noted above. This payment is subject to receipt of a signed undertaking by your legal representative that any such benefit shall be repaid if it is later demonstrated that you did not die as a result of an injury caused by an accident occurring during your *journey*.

Exclusions applicable to benefit 9

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

- 9.1. death caused by illness, disease, suicide or self inflicted injury; or
- 9.2. more than one (1) claim per person if you hold duplicate or multiple cards, from any one (1) accident.

Benefit 10 – Loss of income

- 10.1. We will pay the loss of your usual *income*, up to \$1,100 per week for a maximum of thirteen (13) consecutive weeks if you are injured *overseas* during the *journey* as a result of an accident and cannot resume your normal work on return to New Zealand.
- 10.2. The maximum amount we will pay for loss of income is \$14,300 per person, \$22,000 per *family*.

Conditions applicable to benefit 10

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

- 10.1. You must lose all your *income* because the covered injury prevents you from engaging in your normal work that you intended to resume on your return to New Zealand.
- 10.2. Your injury must have occurred exclusively in an accident caused by violent, external and visible means.
- 10.3. Your claim must be supported by a medical certificate, signed by a qualified and registered medical practitioner.
- 10.4. You provide written evidence that you had work to return to.
- 10.5. You provide written evidence of your weekly *income* you were earning prior to departing on your *journey*.

Exclusions applicable to benefit 10

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

- 10.1. the first thirty (30) days after you planned to resume your job;
- 10.2. any further benefit after the thirteenth (13th) week following the commencement of the payment of this benefit;
- 10.3. any benefit for a period that you did not intend to work;
- 10.4. any injury which is covered by the Injury Prevention, Compensation and Rehabilitation Act 2001 or any replacement legislation, statutory benefits or other insurance policy;
- 10.5. any inability to work as a result of sickness or disease;
- 10.6. loss of *income* for Gold cardholders aged 75 years or over; or
- 10.7. any further benefit once you have returned to work, or in our opinion, are fit to return to work.

Benefit 11 – Accidental death and disablement (common carrier cover)

- 11.1. If you die or suffer disablement within twelve (12) calendar months as a result of an injury caused by an accident whilst you are travelling on or in a *conveyance* (including boarding and alighting such *conveyance*) during your *journey*:
 - (a) on your accidental death if you are the *Gold cardholder*, we will pay your estate an accidental death benefit of \$100,000;
 - (b) on your accidental death if you are an accompanying *spouse*, we will pay the *spouse's* estate an accidental death benefit of \$50,000;
 - (c) on your accidental death if you are an accompanying *dependent child*, we will pay the *dependent child's* estate an accidental death benefit of \$5,000 (per *dependent child*);
 - (d) on the *total loss* of either both hands or both feet or *total loss* of the sight of both eyes, we will pay 100% of the accidental death benefit noted in (a), (b) or (c) above for the *Gold cardholder*, *spouse* or *dependent child* as applicable;
 - (e) on the *total loss* of one hand and the *total loss* of one foot, or the *total loss* of one hand and the *total loss* of sight of one eye, or the *total loss* of one foot and the *total loss* of sight of one eye, we will pay 50% of the accidental death benefit noted in (a), (b) or (c) above for the *Gold cardholder*, *spouse* or *dependent child* as applicable; or
 - (f) on the *total loss* of one hand, or the *total loss* of one foot, or the *total loss* of sight of one eye, we will pay 25% of the accidental death benefit noted in (a), (b) or (c) above for the *Gold cardholder*, *spouse* or *dependent child* as applicable.

- 11.2. The maximum we will pay for accidental death and disablement is \$150,000 per *family*.

Conditions applicable to benefit 11

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

- 11.1. *Your* death or disablement must occur within twelve (12) calendar months of the date of the accident giving rise to the claim under this benefit.
- 11.2. To be eligible for cover under this benefit:
- (a) the *conveyance* travel must be part of *your journey* arrangements;
 - (b) the *Gold cardholder* must also have activated cover for all other policy benefits in accordance with Insurance activation (Part A: 2.3. or 2.4. as applicable) for this *journey*; and
 - (c) the *Gold cardholder* must have paid for the full value of their (and any accompanying *spouse* and/or *dependent children*) *conveyance* travel ticket with their *Gold card*.
- 11.3. If *your* body cannot be found and after twelve (12) calendar months it is reasonable for *us* to believe *you* have died as a result of an injury caused by an accident to the *conveyance* in which *you* were travelling on during *your journey*, we will pay the accidental death benefit (as applicable) noted above. This payment is subject to receipt of a signed undertaking by *your* legal representative, that any such benefit shall be repaid if it is later demonstrated that *you* did not die as a result of an injury caused by an accident occurring during *your journey*.
- 11.4. Any disablement benefit payable to a *dependent child* under this benefit shall be payable to the parent or legal guardian of the *dependent child*.

Exclusions applicable to benefit 11

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

- 11.1. death or disablement caused by any illness, disease, suicide or self-inflicted injury;
- 11.2. for more than one of the events in Part D: benefit 11, subsections 1(a)-(f) per person;
- 11.3. more than one claim per person if *you* hold duplicate or multiple cards, from any one accident; or
- 11.4. any amount in excess of the aggregate limit of liability for this benefit of the policy arising out of any one accident. The maximum amount we will pay for all insured persons under this benefit of the policy is \$4,000,000 in the aggregate for any one accident.

Benefit 12 – Hijack and detention

- 12.1. If *you* are hijacked or detained illegally against *your* will, we will pay \$100 for each consecutive twenty-four (24) hours that *you* are held captive.
- 12.2. The maximum we will pay for hijack and detention is

\$6,000 per person, \$12,000 per *family*.

Benefit 13 – Kidnap and ransom

- 13.1. 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 Westpac; and
 - (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, or expenses, losses or damages caused by interruption to any business.
- 13.2. The maximum we will pay for kidnap and ransom is \$250,000 per *family*.

Conditions applicable to benefit 13

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

- 13.1. *You* must take all reasonable precautions to keep this insurance cover confidential.
- 13.2. We will not act as an intermediary or negotiator for *you*, nor will we offer direct advice to *you* on dealing with the kidnapper.
- 13.3. 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.
- 13.4. If investigation establishes collusion or fraud by *you* or any other person, *you* must reimburse *us* for any payment we have made under this benefit.

- 13.5. If following *our* payment to *you*, part or all of the *ransom* is recovered *you* are required to reimburse *us* the value of the amount so recovered.

Exclusions applicable to benefit 13

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

- 13.1. 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; or
- 13.2. for *kidnapping* occurring in Mexico or in any country located in Central or South America.

Benefit 14 – Rental vehicle collision damage and theft excess cover

- 14.1. *We* will reimburse *you* for any insurance excess or deductible, which *you* become legally liable to pay in respect of loss or damage to a *rental vehicle* during the rental period, to a maximum of \$3,000 per *family*, if:
- (a) the *rental vehicle* was rented from a licensed rental agency (or where they are not required to be licensed, a genuine commercial rental vehicle agency); and
 - (b) *you* complied with all requirements of the rental organisation under the hiring agreement and of the insurer under the *rental vehicle* insurance.

Exclusions applicable to benefit 14

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

- 14.1. for loss or damage arising from operation of the *rental vehicle* in violation of the terms of the rental agreement;
- 14.2. for loss or damage which occurs beyond the limits of any public roadway; or
- 14.3. for wear and tear, gradual deterioration, damage from insects or vermin, or inherent vice or damage.

Benefit 15 – Personal liability

- 15.1. *We* will pay all damages and compensation (including legal expenses) incurred with *our* written consent, but not exceeding the maximum amount payable shown in the Schedule of Benefits, *you* are legally liable to pay as a result of *your* negligence during the *journey* causing:
- (a) bodily injury including death; or
 - (b) loss of or damage to property.

Conditions applicable to benefit 15

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

- 15.1. It is a condition of payment under this Part D: benefit 15 that *you* must not admit fault or liability to any other

person without *our* prior written consent.

- 15.2. *We* will pay a maximum of \$2,500,000 for all claims that result directly or indirectly out of one event. This amount includes claims for legal costs.

Exclusions applicable to benefit 15

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

- 15.1. bodily injury to *you* or any member of *your* family ordinarily residing with *you*;
- 15.2. bodily injury to any of *your* employees arising out of or in the course of employment;
- 15.3. loss of or damage to property owned by, or in the control of, *you* or any member of *your family* ordinarily residing with *you*;
- 15.4. loss of or damage to property owned by, or in the control of, *your* employees arising out of or in the course of employment;
- 15.5. 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;
- 15.6. loss of or damage to property, or bodily injury arising out of, *your* business, trade or profession including professional advice given by *you*;
- 15.7. any contract unless such liability would have arisen in the absence of that contract;
- 15.8. judgments which are not established by a court in the country in which the event occurred giving rise to *your* legal liability;
- 15.9. punitive, aggravated or exemplary damages;
- 15.10. any fine or penalty; or
- 15.11. loss which would be covered under any workers compensation legislation, industrial award or agreement, or accident compensation legislation.

Part E: General Policy Exclusions

We will not pay under any benefit of this policy for claims arising directly or indirectly out 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 act*;
- 3. any *terrorist act*;
- 4. a government authority of any country seizing, withholding or destroying anything of *yours* or any prohibition by or regulation or intervention by any government;
- 5. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or

- radioactive contamination, or the dispersal or application of pathogenic or poisonous biological or chemical materials, or the release of pathogenic or poisonous biological or chemical materials;
6. circumstances where *you* can recover *your* loss or costs from any other source;
 7. consequential loss, or loss of enjoyment, *your* lack of finances, or changes in currency rates;
 8. any employment *you* have during the *journey* that is not part of *your* current employment in New Zealand;
 9. *you* taking part in:
 - (a) manual work in connection with a business or trade;
 - (b) any professional sporting activities;
 - (c) scuba diving (unless *you* hold a PADI (or similar recognised qualification) or *you* are diving with a qualified instructor. In these situations the maximum depth that *we* will cover is as specified under *your* PADI (or similar recognised qualification) but no deeper than thirty (30) meters and *you* must not be diving alone);
 - (d) mountaineering or rock climbing (if *you* need to use climbing equipment, ropes or guides), off piste skiing, white water rafting or boating, ocean yachting, abseiling, bungy jumping, pot holing, caving, trekking above 3000 meters, or tobogganing;
 - (e) racing (other than on foot);
 - (f) motorcycling outside New Zealand (unless *you* are riding a motorcycle with an engine capacity of 200cc or less and hold a motorcycle licence as required by the country *you* are in, but always excluding motorcycle racing);
 - (g) flying, or any aerial activity (for example, hang-gliding and skydiving), unless *you* are a passenger in a regularly scheduled commercial passenger carrying aircraft;
 - (h) any sport involving projectiles (e.g. shooting and archery);
 10. deliberate exposure to exceptional danger unless in an attempt to preserve life, *your* own or others;
 11. suicide, intentional self-injury, psychiatric, psychological or psychosomatic disorders, depression, stress, anxiety, insanity, dementia or mental disorders not otherwise noted, of *you* or any person on whom *your* travel depends;
 12. *your* alcoholism or *your* drug addiction, or *you* being under the influence of alcohol or any drug other than a drug administered or prescribed by a legally qualified medical practitioner;
 13. any *pre-existing medical condition of yours*, a *relative*, *travel companion* or any other person that may give cause for *you* to claim, unless (and in respect of *you* only) *we* have given prior written approval to cover *your pre-existing medical condition* and *you* have paid the additional premium surcharge;
 14. pregnancy or childbirth of *yours*, or any person on whom *your* travel depends. This exclusion does not apply where costs are incurred because of *your* unforeseeable medical complications or emergencies which occurs during the *period of insurance* and before the 26th week of *your* pregnancy;
 15. *you* travelling against medical advice or when *you* ought reasonably to know that *you* are unfit to do so;
 16. any potentially fatal condition which has been diagnosed or any condition for which *you* are travelling to seek medical or other treatment;
 17. *you* or *your* family engaging in any illegal or criminal act, prostitution, or use of firearms;
 18. any interference with *your* travel plans by a government, government regulation or official authority including but not limited to refusal of a visa or permit to *you* or to any *relative* or *travel companion* or restriction of access to any locality;
 19. the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own *financial default* or the *financial default* of any person, company or organisation with whom or with which they deal;
 20. *you* not taking precaution to avoid a claim after there was warning in the mass media; or
 21. an event that occurs in a location listed as "extreme risk" by the New Zealand Ministry of Foreign Affairs and Trade, except to the extent of the cover provided under General Policy Condition 2 (Part B).

Part F: Emergency and medical assistance service – Travel Guard™

1. If *you* suffer a claim event *overseas* or require assistance, simply call (collect) Travel Guard™ any time from any place in the world. Ring the operator in *your* current locality and book a collect call to New Zealand +64 (9) 359 1624. The number +64 is the country code and the number in brackets is the area code.
2. *You* must contact Travel Guard™ and obtain approval before arrangements are made if *you*:
 - (a) require hospitalisation or emergency transportation services; or
 - (b) need to return to New Zealand early for any reason, and *you* want *us* to pay.

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

advice and instructions.

3. You may need to provide a copy of *your Gold card* receipt (or cash advance receipt) and/or Westpac hotpoints redemption letter. This is required to enable Travel Guard™ to verify *your* eligibility for insurance. Therefore, having these documents readily available will assist *your* inquiry or claim.
4. Travel Guard™ provides the following services free of charge:
 - (a) claims assistance whilst *overseas*;
 - (b) access to a Registered Medical Practitioner for emergency assistance and advice;
 - (c) emergency transportation to the nearest suitable hospital;
 - (d) emergency evacuation back home if necessary;
 - (e) *your* family back home will be advised of *your* medical condition and be kept informed of the situation;
 - (f) payment guarantees to hospitals and insurance verification;
 - (g) second opinions on surgery;
 - (h) case management if hospitalised and cost containment and control; and
 - (i) urgent message service and emergency travel planning.Travel Guard™ is a worldwide team of highly skilled doctors and medical professionals who are available by telephone twenty-four (24) hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside New Zealand.
5. The *overseas* assistance service in this benefit is provided by Travel Guard™ in conjunction with *your* policy.

Part G: Administration and claims procedures

1. How to contact us

- 1.1. For the following:
 - (a) enquiries relating to this policy;
 - (b) arranging cover for *pre-existing medical conditions*, mature age assessments and extensions, specified items extensions, and cover for travel exceeding thirty-five (35) days; or
 - (c) claims relating to this policy;If *you* are in New Zealand, contact the Chartis Call Centre on **0800 465 322**; or
If *you* are *overseas*, contact Travel Guard™ on **+64 9 359 1624**.

2. What to do in the event of a claim:

- 2.1. if *you* require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want *us* to pay, *you* must contact Travel Guard™ (on +64 9 359 1624) and obtain approval before

arrangements are made. Failure to do so may affect *your* claim. *You* are expected to follow the advice and instruction of Travel Guard™ and where required, *our* advice and instructions;

- 2.2. if *your* luggage, personal effects or travel documents are accidentally lost, stolen or damaged, *you* must report all incidents to the local authority within twenty-four (24) hours and a written acknowledgment obtained. *You* must immediately report any luggage loss or damage to the carrier and submit a claim to them. The carrier may be legally liable for the loss or damage;
- 2.3. for liability claims, do not make any admission or offer. Request the claim against *you* to be put in writing;
- 2.4. for cancellation claims, *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;
- 2.5. for all claim events, advise *us* within thirty (30) days after completion of *journey*;
- 2.6. submit to *us* the following documents to process *your* claim:
 - (a) *your* Westpac *Gold card* statement, or if *you* have used Westpac hotpoints to pay for *your pre-paid travel costs*, please provide a copy of *your* Westpac hotpoints redemption letter to confirm *you* have paid the required *pre paid travel costs*, as specified in Insurance activation (Part A: 2.);
 - (b) a copy of *your* itinerary or *overseas* return travel ticket;
 - (c) *your* bank account number;
 - (d) Police/Loss Report (where applicable);
- 2.7. provide the following supporting documents when claiming under the following benefits:
 - (a) Medical – all original medical accounts, receipts and report(s) from a legally qualified medical practitioner.
 - (b) Luggage and personal effects – proof of ownership e.g. receipts, instruction manuals, replacement prices, repair reports or photos. *You* will be asked to surrender to *us* any damaged goods which cannot be repaired.
 - (c) Cancellation and additional expenses – a letter from the applicable carrier/travel agent confirming cancellation/refund of *your* travel arrangements and any receipts to support this claim.
 - (d) Personal money – *your* transaction statement to substantiate claim of stolen money.
 - (e) Rental vehicle collision damage and theft excess – a copy of the rental agreement, accident report, and the repair cost. *You* will need to provide original receipts.
- 2.8. if *you* have any questions regarding the documentation required to submit *your* claim, please contact the Chartis

Call Centre on 0800 465 322 (in New Zealand); or Travel Guard™ on +64 9 359 1624 (if *overseas*).

Please forward all claims correspondence to *us*, c/o Chartis claims department, PO Box 1745, Shortland Street, Auckland 1140, New Zealand.

To download a claim form please visit www.chartisinsurance.co.nz and click on the claims menu.

3. **Our right to defend or recover**

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

4. **The Fair Insurance Code**

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

We are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. *Your* complaint will be referred to FSCL if *we* have reached a “deadlock” in trying to resolve it. FSCL’s contact details are info@fscf.org.nz or telephone 0800 347257. Full details of how to access the FSCL scheme can be obtained on their website www.fscf.org.nz. There is no cost to *you* to use the services of FSCL.

Gold Card Purchase Protection Insurance

Part A: Important information about Gold Card Purchase Protection Insurance

1. **This policy**

- 1.1. Westpac Gold Card Purchase Protection Insurance is a benefit available to Westpac *Gold cardholders*. This cover provides ninety (90) consecutive days of cover against loss, theft or accidental damage over most new personal items, that *you* purchase with *your Gold card* or the applicable *Westpac hotpoints Gold American Express Card*.

2. **Policy requirements**

- 2.1. We recommend *you* read this document carefully and keep it in a safe place. If a *Gold cardholder* wishes to make a claim under this policy, the *Gold cardholder* will be bound by the terms and conditions of this policy. *You* will be required to provide details and proof of any loss, including the sales receipt and *Gold card* statement showing any purchases. This cover will terminate on expiry of the written notice of termination given by Westpac to the *primary cardholder* notifying the *primary cardholder* of the cover being withdrawn.

Part B: Definitions

For the purposes of this policy:

1. *Gold card* – means any current and valid Gold MasterCard®, Gold Visa Card or Gold American Express Card issued by Westpac.
2. *Gold cardholder* – means a person, being a New Zealand resident, who is authorised to maintain permanent residency in New Zealand and whom Westpac has issued with a *Gold card*. This includes joint and additional Gold cardholders.
3. *goods* – brand new retail items of personal property which are paid for by a *Gold cardholder* in full.
4. *hotpoints* – means, depending on the context:
 - the scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with these terms and conditions, or
 - points accrued by a hotpoints member through the use of a credit card in accordance with these terms and conditions.
5. *primary cardholder* – means the person in whose name the *Gold card* is opened.
6. *public place* – means any place accessible to the public, including but not limited to shops, airports, bus depots, streets, hotel foyer (and hallways and grounds), restaurants, beaches, public toilets, unlocked hostel and hotel rooms.
7. *unattended* – means, but is not limited to, when an item is not on *your* person at the time of loss, left with a person other than *your* travelling companion, left in a position where it can be taken without *your* knowledge, including on the beach or beside the pool while *you* swim, leaving it at a distance where *you* are unable to prevent it from being unlawfully taken.
8. *we, our, us* – means American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis.
9. *Westpac hotpoints Gold American Express Card* – means the American Express Card issued by Westpac to *you*, if *you* are a member of hotpoints, that operates on the American Express network and is linked to *your* existing credit card

account, and is used to make transactions on that account. It does not have its own credit limit or statement. Access to ATMs, including cash advances, is not available on the Westpac hotpoints Gold American Express card.

10. *you and your* – means a *Gold cardholder*.

Part C: Terms and conditions applicable to your policy

1. This policy provides insurance protection for *goods* subject to the terms and conditions of this policy.
2. Any references in this policy to terms and conditions refer to the policy in its entirety.
3. The *goods* are insured for ninety (90) consecutive days from the date of purchase against loss, theft, or accidental damage anywhere in the world.
4. *Our* liability shall not exceed:
 - (a) the actual purchase price of the *goods* which are paid for using a *Gold card*;
 - (b) NZ\$3,000 per claim for watches, jewellery, and fine arts; and
 - (c) in respect of all claims in any twelve (12) month period, payments to any *Gold cardholder* shall, in aggregate, not exceed NZ\$125,000.
5. Where the insured item is part of a pair or set, the *Gold cardholder* will receive no more than the value (as described in Part C: 4. above) of the particular part or parts lost, stolen or damaged, regardless of any special value that the item may have by way of being part of such pair or set, nor more than the proportional part of the aggregate purchase price of such pair or set.
6. *We* may, at *our* option, pay the reasonable costs to repair, rebuild, replace or reinstate damaged, stolen or lost *goods* or pay cash for the said *goods* subject to Part C: 4. above, and to the terms and conditions as specified in this policy.
7. *We* shall not be liable to pay any claim under this policy resulting from:
 - (a) flood, storm, or earthquake;
 - (b) war or war-like hostilities;
 - (c) radioactive contamination;
 - (d) damage caused by fire, atmospheric or climatic conditions, mould or fungus, insects, rodents or vermin;
 - (e) normal wear and tear, or damage arising from inherent defect in the *goods* including electrical or mechanical breakdown;
 - (f) disappearance of the *goods* in circumstances which cannot be explained by the *Gold cardholder* to *our* reasonable satisfaction;
 - (g) lawful confiscation by authorities, such as police, government agencies, or courts, or other empowered authorities;
 - (h) fraud or illegal acts or abuse to or in respect of the *goods*;
 - (i) consequential loss or damage, punitive damages;
 - (j) laundering (including washing, ironing and dry cleaning) whether by professional persons or otherwise;
 - (k) non-receipt of the *goods* or damage, loss or theft occurring while the *goods* are being transported under a freight agreement, or by postal or courier services; or
 - (l) *goods* being left *unattended* in a *public place*, or in an unlocked car, or in an *unattended* car overnight.
8. *We* shall not be liable to pay any claim under this policy for theft or loss of or damage to:
 - (a) jewellery and watches being carried in baggage unless hand-carried and under either *your* personal supervision or that of *your* travelling companion;
 - (b) animals or plant life;
 - (c) cash, bullion, negotiable instruments, traveller's cheques, or tickets of any description;
 - (d) computer software or non-tangible items;
 - (e) consumable or perishable items (including but not limited to food, drugs, cosmetics, fuel or oil);
 - (f) motor vehicles, motorcycles or motor scooters, watercraft, aircraft and their integral parts and installed accessories;
 - (g) goods purchased for the purpose of re-supply or re-sale;
 - (h) goods used in a commercial or professional setting including items or tools of trade or profession, acquired for transformation, or use in carrying on a business;
 - (i) goods which will or have become landlord's fixtures and fittings, real estate and fixed or movable fixtures or fittings which are intended to or have formed part of any real estate;
 - (j) sporting equipment while being used; or
 - (k) second-hand items including antiques.
9. *We* shall not pay any claim under this policy when such theft, loss, or damage is procured by, at the instigation of, or deliberately caused by *you*.
10. In the event of theft of or loss or damage to *goods* giving rise to a claim under this policy, *you* must:
 - (a) notify *us* at *our* postal address shown on this policy no later than fifteen (15) days from the date of loss. Loss reports must be completed and returned within thirty (30) days of receipt. Failure to report *your* loss or to fully complete and submit the loss report within the times stated above may result in *your* claim not being accepted;
 - (b) maintain and forward, when requested, copies of all relevant purchase receipts and other documents as

well as detailed particulars and proof of *your* loss as we may require;

- (c) disclose to *us* details of any other insurance cover under which *you* are entitled to claim;
 - (d) retain damaged *goods* for inspection by *our* representatives;
 - (e) co-operate and provide *us* with all necessary information and assistance to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which *we* shall or would become entitled or subrogated upon *us* making payment or making good any loss or damage under this policy; and
 - (f) give immediate written notice to the police of *goods* lost or stolen or wilfully damaged and obtain and provide *us* with a police report and/or crime number. This must be done within twenty-four (24) hours starting from when the *goods* were stolen, damaged, or lost. The report must list and describe the missing or damaged *goods* and a copy of this report must be obtained. The authority must sign the copy and write on it that it is a true and accurate copy of the original.
11. The *Gold cardholder* must take all reasonable care to protect and maintain the *goods* insured under this policy against loss, theft or damage.
 12. *Your* interest under this policy may not be assigned or transferred.

To assist *you* with a claim, or for further information, contact *us* on **0800 465 322**. Please forward all claims correspondence to *us*, c/o Chartist claims department, PO Box 1745, Shortland Street, Auckland 1140, New Zealand.

Gold Card Extended Warranty Insurance

Part A: Important information about Gold Card Extended Warranty Insurance

1. This policy

- 1.1. Westpac Gold Card Extended Warranty Insurance is a benefit available to Westpac *Gold cardholders*. The purpose of the insurance is to extend the manufacturer's New Zealand warranty on *goods* which *you* purchase in their entirety on *your Gold card* or the applicable *Westpac hotpoints Gold American Express Card*. This policy does not affect any of *your* rights under New Zealand law including the Consumer Guarantees Act 1993.

2. Policy requirements

- 2.1. We recommend *you* read this document carefully and keep it in a safe place. If a *Gold cardholder* wishes to make a

claim under this policy, the *Gold cardholder* will be bound by the terms and conditions of this policy. *You* will also be required to provide details and proof of any loss, including the sales receipt and *Gold card* statement showing any purchases. This insurance will terminate on expiry of the written notice of termination given by Westpac to the *primary cardholder* notifying the *primary cardholder* of this insurance being withdrawn.

Part B: Definitions

For the purposes of this policy:

1. *coverage* – means the insurance coverage provided under this policy.
2. *covered breakdown* – means the failure of a *covered product* to operate for the purpose for which it was designed by reason of a breakdown or defect, which would be covered by the terms of the *original warranty* if not restricted in time.
3. *covered product* – means a new domestic appliance product purchased in New Zealand during the *policy term* that has an *original warranty* of at least six (6) months and no greater than four (4) years and which is paid for in full by a *Gold cardholder* with a *Gold card*.
4. *extended warranty period* – means:
 - (a) where the *original warranty* is between twelve (12) months and four (4) years, the period starting from the date the *original warranty* expires and ending no later than twelve (12) months after commencement of the extended warranty period (for example: *original warranty* period is one (1) to four (4) years, extended warranty period is twelve (12) months); and
 - (b) where the *original warranty* is more than six (6) months but less than twelve (12) months, then this means the *original warranty* period doubled (for example: *original warranty* period is six (6) months, extended warranty period is six (6) months).
5. *Gold card* – means any current and valid Gold MasterCard®, Gold Visa Card or Gold American Express Card issued by Westpac.
6. *Gold cardholder* – means a person, being a New Zealand resident, who is authorised to maintain permanent residency in New Zealand and whom Westpac has issued with a *Gold card*. This includes joint and additional *Gold cardholders*.
7. *hotpoints* – means, depending on the context:
 - the scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with these terms and conditions, or
 - points accrued by a hotpoints member through the use of a credit card in accordance with these terms and conditions.
8. *original warranty* – means the express and implied obligations, rights and duties embodied in the written

warranty provided by the manufacturer, which is applicable in New Zealand, of the *covered product* when it is purchased new. The warranty must have coverage of no less than six (6) months and no more than four (4) years.

9. *policy term* – means the period agreed to between Westpac and us.
10. *primary cardholder* – means the person in whose name the *Gold card* is opened.
11. *we, our, us* – means American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis.
12. *Westpac hotpoints Gold American Express Card* – means the American Express Card issued by Westpac to you, if you are a member of hotpoints, that operates on the American Express network and is linked to your existing credit card account, and is used to make transactions on that account. It does not have its own credit limit or statement. Access to ATMs, including cash advances, is not available on the Westpac hotpoints Gold American Express card.
13. *you, your* – means a *Gold cardholder*.

Part C: The cover we provide under your policy

1. Description of cover

- 1.1. Subject to Part C: 2. and 3. of this policy, Gold Card Extended Warranty Insurance extends the period of the *original warranty on covered products* for up to one (1) year, provided the *original warranty* does not exceed four (4) years. Where the *original warranty* is more than six (6) months but less than twelve (12) months the *original warranty period* is doubled. *Coverage* starts from the date the *original warranty* expires and ends no later than twelve (12) months after commencement of the *extended warranty period*. *Covered products* must be paid for in full with the *Gold card*.

2. Exclusions applicable to your policy

We shall not be liable under this policy for:

- 2.1. any costs other than parts and/or labour costs resulting from a *covered breakdown* or any costs relating to a part or circumstance not otherwise covered by the *original warranty*;
- 2.2. any other obligation and costs other than those specifically covered under the terms and conditions of the *original warranty* or under a supplier's statutory warranty pursuant to the Consumer Guarantees Act 1993 (or any replacement legislation) or where *you* have failed to comply with the *original warranty*;
- 2.3. any claim resulting from fraud or abuse, or any event that is intentionally caused by *you* or a person acting with *your* consent;
- 2.4. boats, automobiles, motorboats, aeroplanes or any other motorised vehicles and/or their integral parts and installed accessories;

- 2.5. consequential loss or damage;
- 2.6. items with a purchase price more than NZ\$10,000;
- 2.7. items in respect of which the *original warranty* is for a period of more than four years;
- 2.8. items purchased for resale or items which are used, damaged, seconds or shop-soiled at the time of purchase;
- 2.9. real estate or any associated fixtures and fittings;
- 2.10. items without the original manufacturer's serial number;
- 2.11. items used for, or intended to be used for, commercial, retail, property rental, or other business purposes; or
- 2.12. normal wear and tear.

3. Limits of liability applicable to your policy

- 3.1. The maximum limit of liability available under this policy is NZ\$10,000 per annum per *Gold cardholder* in respect to any one *covered product*.
- 3.2. *You* cannot receive more than the purchase price of the *covered product* recorded in the credit card receipt.
- 3.3. Where a *covered product* is part of a pair or set, *you* will receive only that portion of the purchase price paid in respect of that part of the *covered product* regardless of any special value that the *covered product* may have as part of such pair or set.
- 3.4. *We*, at *our* sole option, may elect to:
 - (a) repair, rebuild or replace the *covered product* with a product of similar quality (whether wholly or in part); or
 - (b) pay cash for the *covered product*, not exceeding the original purchase price thereof and subject to the terms and conditions in this policy by notifying *you* of *our* intention to do so within seven (7) days following receipt of the required claim form.

Part D: Claims procedures

1. *You* must maintain and forward copies of all relevant receipts and other documents when requested by *us*, or *our* designated claims administrator in order to process a valid claim.
2. *You* must notify *us*, by telephone on **0800 465 322** as soon as practicable after becoming aware of a *covered breakdown* but no later than thirty (30) days after it has occurred. Failure to give such notice to *us* within thirty (30) days may result in *your* claim not being accepted.
3. *You* must, within thirty (30) days from the date of notification of a *covered breakdown*, complete, sign and return a claim report to *us*, c/o Chartis claims department, PO Box 1745, Shortland Street, Auckland 1140, New Zealand. Claims reports are available by contacting *us* on **0800 465 322**.
4. The claim report completed by *you* must include the original credit card receipt evidencing payment for the

covered product with the *Gold card*, and a copy of the *original warranty* terms and conditions.

5. Prior to proceeding with any repair services, *you* must notify and obtain approval from *us*.
6. *Our* payment made in good faith will discharge *us* in respect of the claim.

Part E: Conditions applicable to your policy

1. **Our right to recover**

- 1.1. Following *our* payment of *your* claim in respect of a *covered breakdown*, we shall be subrogated, to the extent of that payment, to *your* rights and remedies against any party in respect of the loss, and shall be entitled at *our* own expense to sue in *your* name.
- 1.2. *You* must co-operate and provide *us* with such assistance as *we* may require to secure *our* rights and remedies including the execution of all documents necessary to enable *us* to bring a suit in *your* name.

2. **Benefit Gold cardholder only**

- 2.1. The *coverage* extends only to *Gold cardholders*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits of this policy. *You* cannot assign these benefits.

3. **Due diligence**

- 3.1. *You* must use due diligence and do all things reasonably practicable to avoid a *covered breakdown* occurring in respect of a *covered product*. We will not unreasonably apply this provision to avoid claims under this policy.

4. **False or fraudulent claims**

- 4.1. If *you* make any claim knowing it to be false or fraudulent in any respect, *you* will no longer be entitled to the benefits under this policy or to the payment of any claim made under this policy.

5. **Terms and conditions**

- 5.1. Any references in this policy to terms and conditions refer to the policy in its entirety.

When in New Zealand

When Overseas

If your card is lost or stolen

- Immediately call Westpac on 0800 888 111, 24 hours a day, seven days a week
- Immediately call us on +64 9 914 8026 collect (via International Operator), 24 hours a day, seven days a week, or fax +64 9 622 8063

Alternatively, report the loss to any bank displaying the MasterCard® or Visa acceptance mark (whichever is appropriate).

Worldwide emergency travel assistance

For assistance with medical, legal, travel or NZ diplomatic services call collect

- American Express® Emergency Assistance +64 9 359 1788 for the Westpac hotpoints Gold American Express® Card
- MasterCard Global Service™ +1 636 722 7111
- Visa Emergency Assist +1 410 581 9994
- Or visit any bank displaying the MasterCard or Visa acceptance mark (whichever is appropriate).

Gold card travel insurance

- If you're overseas and need emergency or medical assistance, call Travel Guard™ collect on +64 9 359 1624 any time.
- In New Zealand, to ask about Gold card travel insurance, to make a claim, or if you need to arrange cover for your pre-existing medical condition, call 0800 465 322 during working hours.

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Westpac New Zealand Limited

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Who to call for
Emergency assistance
with your Westpac Gold credit card(s)



Westpac New Zealand Limited

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