

Chubb Business Travel Insurance

Policy Wording

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Chubb Business Travel Insurance

Policy Wording

1. About this Business Travel Insurance Policy Wording

This **Policy Wording** contains important information about this insurance to assist in the making of a decision in relation to it.

No financial advice

The information contained within this document does not take into account the personal circumstances, objectives, financial situation or needs of the insured and does not constitute financial advice. **You** should consider the terms, conditions, exclusions and limitations of the relevant insurance policy, and obtain financial advice if required, before making any decisions about the insurance policy.

Preparation Date

This **Policy Wording** was prepared on 22 March 2023. Other documents may form part of **Our Policy** and if they do, **We** will tell the **Policyholder** in the relevant document.

2. About the Insurer

Chubb Insurance New Zealand Limited (Company No 104656, FSP No. 35924) (Chubb) is the insurer/issuer of this product. In this **Policy Wording**, "**We**", "**Us**", "**Our**" means Chubb Insurance New Zealand Limited. **Our** contact details are:

Head Office: CU 1-3, Shed 24, Princes Wharf, Auckland 1010
Postal address: PO Box 734, Auckland 1140

O +64 9 377 1459

3. Important Information

In this document "**We**", "**Our**" and "**Us**" means Chubb Insurance New Zealand Limited (Chubb).

"**You**" and "**Your**" refers to **Our** customers and prospective customers as well as those who use **Our** website.

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4. Duty of Disclosure

Your Duty of Disclosure

Before entering into a contract of insurance with Chubb, each prospective insured has a duty to disclose to Chubb information that is material to Chubb's decision whether to accept the insurance and, if so, on what terms. This includes material information about the insured, any other people and all property and risks insured under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to Chubb before renewal, extension, variation or reinstatement of a contract of insurance with Chubb. You should also provide all material information when **You** make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective insured understands all information provided in support of the application for insurance and that it is correct, as each prospective insured will be bound by the answers and by the information they have provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

Consequences of Non-Disclosure

If an insured fails to comply with their duty of disclosure, Chubb may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. Chubb may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

5. Financial Strength Rating

At the time of print, Chubb has an "AA-" insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak	SD or D - selective default or default
AA	Very Strong	BB	Marginal	CC	Extremely Weak	R - Regulatory Action
A	Strong	B	Weak			NR - Not Rated

The rating from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings website.

Our rating is reviewed annually and may change from time to time, so please refer to **Our** website for **Our** latest financial strength rating.

6. Fair Insurance Code

We are a member of the Insurance Council of New Zealand (**ICNZ**) and a signatory to ICNZ's Fair Insurance Code (**the Code**). The Code and information about the Code is available at www.icnz.org.nz and on request.

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7. Privacy Statement

This statement is a summary of **Our** Privacy Policy and provides an overview of how **We** collect, hold, store, use, disclose, retain, give access to and correct **Your** personal information. **Our** Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted on **Our** website.

Chubb is committed to protecting **Your** privacy. Chubb collects, holds, stores, uses, discloses, retains, gives access to and corrects **Your** personal information in accordance with the requirements of the *Privacy Act 2020*, as amended or replaced from time to time.

Personal Information Handling Practices

When do We collect Your personal information?

Chubb collects **Your** personal information (which may include health information) from **You** when **You** interact with **Us**, including when **You** are applying for, changing or renewing an insurance policy with **Us** or when **We** are processing a claim, complaint or dispute. Chubb may also (and **You** authorise Chubb to) collect **Your** personal information from other parties such as brokers or service providers, as detailed in **Our** Privacy Policy.

Purpose of collection

We collect and hold **Your** personal information to offer products and services to **You**, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If **You** do not provide **Us** with **Your** personal information, **We** may not be able to provide **You** or **Your** organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to **You** or **Your** organisation.

Sometimes, **We** may also use **Your** personal information for **Our** marketing campaigns and research, to improve **Our** services or in relation to new products, services or information that may be of interest to **You**.

Recipients of Your personal information and disclosure

We may disclose **Your** personal information to third parties, including:

- contractors and service providers engaged by **Us** to deliver **Our** services or carry out certain business activities on **Our** behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus, call centres and marketing agencies);
- intermediaries and service providers engaged by **You** (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, **Our** reinsurers and other parties involved in the policy or claim (such as Toka Tū Ake EQC); and
- government agencies or organisations (where **We** are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances **We** also take steps to ensure **Your** personal information remains adequately protected.

From time to time, **We** may use **Your** personal information to send **You** offers or information regarding **Our** products that may be of interest to **You**. If **You** do not wish to receive such information, please contact **Our** Privacy Officer using the contact details provided below.

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Rights of Access to, and Correction of, Information

If **You** would like to access a copy of **Your** personal information, correct or update **Your** personal information, or withdraw **Your** consent to receiving offers of products or services from **Us** or organisations **We** have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing Privacy.NZ@chubb.com.

How to Make a Complaint

If **You** have a complaint or would like more information about how **We** manage **Your** Personal Information, please review **Our** Privacy Policy for more details, or contact **Our** Privacy Officer at the details above.

You also have a right to address **Your** complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing enquiries@privacy.org.nz or using the online form available on the Office of the Privacy Commissioner's website at www.privacy.org.nz.

8. Complaints and Dispute Resolution Process

We take **Your** concerns very seriously and **We** have detailed complaint handling and dispute resolution procedures that **You** may access, at no cost to **You**. To assist **Us** with **Your** enquiries, please provide **Us** with **Your** claim or policy number (if applicable) and as much information **You** can about the reason for **Your** complaint.

Our complaints and dispute procedures are as follows:

Stage 1 - Complaint Handling Procedure

If **You** are dissatisfied with any aspect of a Chubb or Combined Insurance product or service and **You** wish to make a complaint, please contact **Our** Complaints and Customer Resolution Service (CCR Service) by post, phone or email (as below):

Complaints and Customer Resolution Service
Chubb Insurance New Zealand Limited
PO Box 734
Shortland Street
Auckland 1140
O +64 9 377 1459
E Complaints.NZ@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently and **Our** team members are independent of the original decision maker.

Our response

We will acknowledge receipt of **Your** complaint within five (5) business days of receiving it from **You** and **We** will provide **You** with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with **You** regarding **Your** complaint.

We will investigate **Your** complaint and if **We** have all the information required to make a decision, **We** will respond to **You** within ten (10) business days with a decision. If **We** require more time or further information **We** will request a reasonable additional timeframe in which to provide **Our** response.

If **We** require more time to finalise **Our** response, **We** will keep **You** updated at least every 20 business days.

When **We** provide **Our** complaint decision to **You**, or if **We** cannot resolve **Your** complaint within two months of **You** lodging it, **We** will provide **You** with a "deadlock" letter which explains **Our** reasons to **You** in writing. **We** will provide **You** with the option of taking **Your** complaint to Stage 2 of the Complaints and Dispute Resolution process - External Dispute Resolution.

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Stage 2 - External Dispute Resolution

We are a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Minister of Consumer Affairs. Subject to FSCL's Terms of Reference, if **You** are dissatisfied with **Our** complaint determination or **We** are unable to resolve **Your** complaint or dispute to **Your** satisfaction within two months, **You** may contact FSCL via:

Financial Services Complaints Limited
PO Box 5967,
Wellington 6140
O 0800 347 257 (Call Free for consumers)
or +64 4 472 FSCL (472 3725)
E info@fscl.org.nz or complaints@fscl.org.nz
www.fscl.org.nz

Please note if **You** would like to refer **Your** complaint to FSCL **You** must do so within 3 months of the date of the "deadlock" letter (or any longer period permitted under FSCL's Terms of Reference). FSCL provides an independent dispute resolution service that is free to customers.

Further details regarding **Our** complaint handling and dispute resolution procedures are available from **Our** website and on request.

9. Summary of Insurance

The following provides a summary of the main covers available under the **Policy Wording** only; it does not form part of the **Policy** and cannot be relied on as a full description of the cover provided. Please refer to the relevant Sections of the **Policy** and the **Schedule** for full benefit details and applicable terms, definitions, limitations, conditions and exclusions.

Please note that the covers are provided only if specified as applicable in the **Schedule**.

Section 1 - Personal Accident and Sickness

We pay agreed lump sums or weekly benefits if a **Covered Person** suffers a **Bodily Injury** or **Sickness** which results in a covered **Event** (as per the Table of Events) whilst on a **Journey**. A covered **Event** may include, but is not limited to, an **Accidental Death**, a disablement and/or a **Bodily Injury** or **Sickness** resulting in the Covered Person being temporarily unable to work.

Section 2 - Kidnap and Ransom/Extortion Cover

We reimburse the **Policyholder** for certain **Extortion/Ransom Monies** and other amounts if a **Covered Person** is the subject of a covered **Kidnapping** or **Extortion** whilst on a **Journey**.

Section 3 - Hijack and Detention

We pay the **Policyholder** a daily agreed amount whilst a **Covered Person** on a **Journey** is:

a) Detained as a result of a **Hijack** for more than twelve (12) hours; or

b) Detained by any government, state or other lawful authority.

Section 4 - Medical, Evacuation and Additional Expenses

We pay or reimburse the **Policyholder**, the **Covered Person** or the **Covered Person's** estate for certain **Medical, Evacuation and Additional Expenses** if a **Covered Person** suffers a **Bodily Injury** or **Sickness** whilst on a **Journey**. Cover may be provided for:

a) necessarily incurred expenses for hospital, surgical or other diagnostic or remedial treatments as a direct result of the **Covered Person's Bodily Injury** or **Sickness**;

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b) necessarily incurred expenses for emergency dental treatment as a result of a Bodily Injury, or to resolve the acute, spontaneous and unexpected onset of pain;

c) expenses related to the evacuation of the **Covered Person** to the most suitable hospital or to the **Covered Persons Country/location of Residence** as a direct result of their **Bodily Injury** or **Sickness**, including necessary expenses incurred for qualified medical staff to accompany the **Covered Person**;

d) reasonable travel and accommodation expenses of any two (2) specified persons known to the **Covered Person** who, as a result of the **Covered Person's Bodily Injury** or **Sickness**, are required to travel to, or remain with, the **Covered Person** on **Doctor's** advice;

e) the ongoing medical expenses incurred after a **Covered Person** has returned to their **Country/location of Residence** for the treatment of a **Bodily Injury** or **Sickness** for which treatment was first sought and received whilst on a **Journey**.

Section 5 - Chubb Assistance and Security Advice

The **Policy** provides at no additional charge 24/7 worldwide travel, medical and security assistance whilst the **Covered Person** is on a **Journey** as well as travel security advice prior to commencing the **Journey**.

Section 6 - Cancellation and Disruption

Prior to the **Journey** commencing or whilst on a **Journey**, **We** reimburse the **Policyholder** or the **Covered Person** for:

a) the non-refundable unused portion of their forfeited **Travel** or **Accommodation Expenses** paid in advance; or

b) any necessarily incurred reasonable additional **Travel** or **Accommodation Expenses** and/or out-of-pocket expenses;

as a result of unforeseen circumstance outside their control, such as (but not limited to):

i. the **Covered Person's** unexpected death, **Bodily Injury** or **Sickness** preventing them from either commencing or continuing a **Journey**; or
ii. the **Serious Injury** or **Serious Sickness** of certain specified persons associated with the **Covered Person**; or
iii. the **Covered Person's** residence or business suffering major theft or damage.

Section 7 - Alternative Employee/Resumption of Assignment Expenses

We reimburse the **Policyholder** for certain **Alternative Employee Expenses** or **Resumption of Assignment Expenses** incurred as the direct result of a **Covered Person** dying or suffering a **Bodily Injury** or **Sickness** whilst on a **Journey**, or a claim being admitted under Section 6 - Cancellation and Disruption.

Section 8 - Baggage and Travel Documents

We will reimburse the **Policyholder** or the **Covered Person** for **Loss** of, theft of or damage to certain items of **Baggage, Business Property, Electronic Equipment, Money** or **Travel Documents** in specified circumstances whilst on a **Journey**.

We will also reimburse for the essential replacement of clothing and toiletries in instances where baggage is delayed, misdirected or temporarily mislaid by the transport carrier for more than eight (8) consecutive hours.

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Section 9 - Personal Liability

We indemnify the **Covered Person** against certain damages they become legally liable to pay in respect of either **Personal Injury** to any person or **Property Damage** where such loss or damage is caused by an **Accident** whilst on a **Journey**. **We** also pay certain approved legal costs and expenses.

Section 10 - Rental and Personal Vehicle Excess

We reimburse the **Policyholder** or the **Covered Person** for the excess of a **Rental Vehicle** or a personal vehicle which the **Covered Person** becomes liable to pay because the vehicle is involved in a collision or is stolen or damaged whilst under their care on a **Journey**.

Section 11 - Search and Rescue Expenses

We will reimburse the **Policyholder** in respect of specified costs incurred by a recognised rescue provider or the police authorities if, whilst on a **Journey** outside their **Country/location of Residence**, a **Covered Perso**n is reported missing and the rescue provider or police authorities must instigate a search and rescue operation.

Section 12 - Political and Natural Disaster Evacuation

We reimburse certain costs of the **Covered Person's** return to their **Country/location of Residence** or the nearest place of safety and reasonable accommodation costs if the **Covered Person** is unable to return to their **Country/location of Residence**, as a result of a covered political evacuation or if a major natural disaster has occurred in the country/location the **Covered Person** is in, necessitating their immediate evacuation in order for them to avoid risk of **Bodily Injury** or **Sickness**.

Specific Terms, Conditions and Exclusions

All of the above covers are subject to specific terms, conditions and exclusions (including limits and excesses) which are described under each section as well as under the following sections:

- General Exclusions Applicable to the Policy.
- General Provisions and Conditions Applicable to the Policy.

For example, some benefits have age limitations. The **Policy Wording** should be read fully to decide whether this cover is suitable.

10. How to Make a Claim and Notify Costs and Expenses

Please notify all new claims to **Us** at the following email address: travelclaims.nz@chubb.com. Please include the following information with any claim notification:

- **Policyholder's** name;
- Policy number;
- **Claimants** name (the person making the claim);
- Type of policy;
- Brief description of the claim;
- A detailed list of all amounts being claimed including supporting documentation; and
- Full contact details of the person within the **Policyholder** to whom enquiries relating to the claim should be directed.

New claims may also be notified through the Chubb Claim Centre.

Please note that certain costs and expenses need to be approved by Chubb Assistance or **Our** travel security and assistance provider before they are incurred, otherwise **We** may not be liable to pay some or all of these costs and expenses. More details on the types of costs and expenses that need to be notified can be found under the coverage section under which the claim is to be made. Please also refer to Section 5, Chubb

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Assistance and Security Advice for more details on how to contact Chubb Assistance and **Our** travel security and assistance provider.

11. Assistance in Reading and Understanding This Policy Wording

The Chubb Business Travel Accident Policy is a package policy. This means that **We** offer various types of cover under individual coverage sections which all form part of the one product. **We** provide a brief summary of the types of coverage available within the different coverage sections under the heading "Summary of Cover" above.

This **Policy** is comprised of individual coverage sections, as well as general definition, condition, exclusion and extension sections that apply to all of the individual coverage sections. In order to help **You** navigate this Policy, **We've** provided a brief summary of these different sections below:

1. Definitions
We define terms to give specific meaning to certain words or phrases. This ensures clarity in the **Policy**, but it may also limit the coverage available under the **Policy**. The defined terms appear in the section titled "General Definitions Applicable to the Policy", as well as in the individual coverage sections. Please read the defined terms carefully.

We have included a hover over function in the PDF version of this **Policy**, which allows **You** to view a definition by moving **Your** mouse cursor over a defined term or phrase, while reading the surrounding text. This is to assist **You** in referencing definitions as **You** read the **Policy**. All defined terms will be capitalised and in bold. If a word is not specifically defined in this **Policy**, then it will have its ordinary dictionary meaning.

2. Coverage Section
In each coverage section under this **Policy** (except Section 5 - Chubb Assistance and Security Advice), **We** describe the circumstances in which the **Policyholder** or a **Covered Person** is covered, under the heading "Extent of Cover". The coverage sections will also include definitions, conditions, exclusions and any additional cover available which is specific to that particular coverage section. Please note that the coverage sections are also subject to the general definitions, conditions, extensions and exclusions sections.

3. Conditions
Conditions are the requirements that the **Policyholder** and **Covered Persons** must comply with for a claim to be accepted and paid. They may also relate to the circumstances in which coverage is available. **We** have listed conditions specific to coverage under the individual coverage sections, as well as under the heading titled "General Provisions and Conditions Applicable to the Policy". If the **Policyholder** or **Covered Person** does not comply with conditions, then the claim may not be paid, or the amount paid may be reduced.

4. General Extensions
This **Policy Wording** contains "extensions" under the heading "Extensions Applicable to all Sections". These clauses extend the operation of the individual coverage sections in certain circumstances.

5. Exclusions
Exclusions describe what **We** will not pay for or cover under the Policy. **We** may rely on an exclusion to deny any claim under this **Policy**. It is important that the coverage sections are read together with the exclusions that apply to that particular coverage section, as well as the exclusions contained under the heading titled "General Exclusions Applicable to All Sections of the Policy".

6. Policy documents
This **Policy** must be read with the **Schedule**. The **Schedule** contains important information such as any additional specific terms applicable to this **Policy**, such as the definition of **Covered Person**, and any applicable limits and excesses that are not otherwise specified in this Policy.

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12. Group Insurance Policy

The **Policyholder** should ensure that a copy of this **Policy Wording** is made available to each **Covered Person**.

13. Premium

All cover is subject to the payment of **Premium** and the terms, conditions, exclusions and provisions of the **Policy**. When calculating the **Premium** for the **Policy We** take a range of factors into account, including:

a) the number of estimated trips, occupations and previous insurance history of persons to be covered; and
b) the type and amount of cover provided.

It is important for the **Policyholder** to know that the **Premium** varies depending on the information **We** receive from the **Policyholder** about the risk to be covered by **Us**. Based on **Our** experience, **We** decide what factors increase **Our** risk and how they should impact on the **Premium**.

The **Premium** also includes amounts that take into account **Our** obligation to pay any relevant compulsory government charges or taxes (including GST) in relation to the **Policy**. These amounts will be set out separately in the **Schedule** as part of the total **Premium** payable.

When the **Policyholder** applies for this insurance, the **Policyholder** will be advised of the total **Premium** amount, when it needs to be paid and how it can be paid.

We may change the **Premium** from the renewal date if **We** notify the **Policyholder** of the change in writing prior to that date.

Non-payment of Premium

The payment of premium is an essential term under this **Policy**. If the **Policyholder** fails to pay the **Premium** on time, and the **Premium** remains unpaid for ninety (90) days, the **Policy** will automatically be cancelled.

If a claim is paid under the **Policy** within this ninety (90) day period, and the **Premium** is not subsequently paid by the expiry of this ninety (90) day period, **We** reserve the right to recover all amounts paid under the **Policy**.

14. Cooling Off and Cancellation Rights

The **Policyholder** has fourteen (14) days after entering the **Policy** (including renewals) to decide if this insurance meets their needs. The **Policyholder** may cancel the **Policy** simply by advising **Us** in writing within those fourteen (14) days to cancel it.

If the **Policyholder** does this **We** will refund any premiums the **Policyholder** has paid during this cooling off period. However the **Policyholder** will not receive a refund if any claims have been paid during this cooling off period.

Cancellation of the Policy

The **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing. The cancellation will take effect at 4.01pm New Zealand Time on the date **We** receive the written cancellation. **We** shall retain a pro-rata proportion of the premium for the time the **Policy** has been in force and refund the balance to the **Policyholder**.

However, **We** do not refund any premium if **We** have paid a benefit under the **Policy**.

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We may cancel this **Policy** by giving the **Policyholder** written notice, to the address on file for the **Policyholder**, if the **Policyholder**:

- breaches the Duty of Disclosure;
- makes a misrepresentation to **Us** before or at any time the **Policy** was entered into;
- breaches a provision of the **Policy**;
- engages in any act or omission which under the terms of the **Policy** authorises **Us** to refuse to pay a claim either in whole or in part.

If **We** cancel the **Policy We** shall refund the premium less an amount to cover the period for which the **Policyholder** was insured, however, **We** do not refund any premium if **We** have paid a benefit under the **Policy**.

15. Renewal procedure

Before the **Policy** expires, **We** will advise the **Policyholder** whether **We** intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

16. Updating this Policy Wording

We may need to update this **Policy Wording** from time to time if certain changes occur where required and permitted by law. **We** will issue the **Policyholder** with a new **Policy Wording** or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue the **Policyholder** with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the **Policyholder** at no cost by contacting **Us**.

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General Definitions Applicable to the Policy

For the **Policy**, the following definitions apply:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the **Covered Person**. The word Accidental shall be construed accordingly.

Accidental Death means the death of a person who is sixteen (16) years of age or over which occurs as a result of a **Bodily Injury**.

Accompanying means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another **Covered Person** who is on a **Journey**.

Bodily Injury means a bodily injury resulting solely and directly from an **Accident** and which occurs independently of any illness or any other cause, where the bodily injury and **Accident** both occur during the **Period of Insurance** and whilst the person is a **Covered Person**. It does not mean a **Sickness**.

Civil War means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country.

Claimant means the **Policyholder**, a **Covered Person** or any other person entitled to claim under the **Policy**.

Close Colleague means, where the context permits a fellow **Employee** of the **Covered Person** whose duties and responsibilities directly affect the **Covered Person's** work.

Close Relative means **Parent**, **Spouse/Partner**, child, brother, sister, brother-in-law, sister-in-law, daughter- in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Conveyance means:

a) any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
b) any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers.

Country/location of Residence means the country or location:

a) of which the **Covered Person** is a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the **Covered Person** resident rights in such country/location); or
b) in which the **Covered Person** is residing on an overseas expatriate assignment.

Covered Person means a person that meets the criteria specified for a **Covered Person** in the **Schedule** and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. They are a person that is legally entitled to claim under the **Policy**. A **Covered Person** is not a contracting insured under the **Policy** with **Us**. **Our** agreement is entered into with the **Policyholder**.

Dentist means a dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- the **Policyholder**; or
- the **Covered Person**; or
- a **Close Relative** of the **Covered Person**; or
- an **Employee** of the **Policyholder**.

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Dependent Child(ren) means a **Covered Person's** and their **Spouse/Partner's** dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the **Covered Person** for maintenance and support. **Dependent Child(ren)** also means a **Covered Person's** children of any age who are permanently living with the **Covered Person** and are **Permanently** mentally or physically incapable of self-support.

Directors and Executives Private Travel means non-business related travel with respect to the **Policyholder's** company directors (executive and non-executive), chief financial officer, chief executive officer, chief operating officer, company secretary, general manager, or the organisational equivalent of any of these positions, and their **Accompanying Spouse/Partner** and/or **Dependent Child(ren)**, provided that the travel:

a) involves a scheduled flight or **Non-Scheduled Flight** as declared to **Us**; or
b) is overseas and includes at least one (1) overnight stay.

Doctor means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- the **Policyholder**; or
- the **Covered Person**; or
- a **Close Relative** of the **Covered Person**; or
- an **Employee** of the **Policyholder**.

Employee means any person in the **Policyholder's** service including directors (executive and non-executive), board members, voluntary workers, persons undertaking work experience and includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

Excess means the first amount of each and every claim **We** do not pay which the **Policyholder** or **Covered Person** is required to bear themselves as shown in the **Schedule** either expressed as a monetary amount or a percentage of the loss.

Incidental Private Travel means non-business related travel which is taken either side of or during a **Policyholder** authorised business trip provided that the travel:

a) involves a scheduled flight or **Non-Scheduled Flight** as declared to us; or
b) is overseas and includes at least one (1) overnight stay.

Journey means the journey described in the **Schedule** and is extended to include:

- **Incidental Private Travel**; and/or
- **Directors and Executives Private Travel** as declared to **Us** in advance,

but does not include normal commuting between the **Covered Person's** normal place of residence and business, or travel which does not involve a scheduled flight or **Non-Scheduled Flight** declared to **Us** in advance.

Non-Scheduled Flight(s) means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

Parent means parent, parent-in-law, step-parent or such person who was the **Covered Person's** primary care giver (including jointly with another person).

Period of Insurance means the period shown on the current **Schedule** or such shorter time if the **Policy** is terminated and for which cover applies under the **Policy**.

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Permanent and Permanently means having lasted, or where the medical evidence shows that it will last, twelve (12) consecutive months from the date of the **Bodily Injury** and at the expiry of that period, in the opinion of a **Doctor**, being unlikely to materially improve. The word Permanently shall be construed accordingly.

Policy means the **Policy Wording**, the current **Schedule** and any other documents **We** may issue to the **Policyholder** that **We** advise will form part of the **Policy** (e.g. endorsements).

Policyholder means the named company or organisation listed as the Policyholder in the **Schedule** with whom **We** enter into the **Policy**. They are the contracting insured.

Pre-Existing Condition(s) means:

a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a **Doctor** twelve (12) months immediately prior to the **Covered Person's Journey**; or
b) the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware were caused by an underlying physical defect, condition, illness or disease at the time of booking their **Journey**.

Premium means the premium as shown in the **Schedule** that is payable in respect of the **Policy** by the **Policyholder**.

Professional Sport means any sport for which a **Covered Person** receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Salary means:

a) in the case of a salaried **Employee** (not otherwise covered below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **Employee**'s total remuneration package they will be included as part of the **Employee**'s weekly pre-tax income; or
b) in the case of a salary packaged **Employee** or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **Employee's** total remuneration package they will be included as part of the **Employee's** weekly pre-tax income; or
c) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the schedule listing the benefits and limits which is issued by **Us** to the **Policyholder**.

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Serious Injury or Serious Sickness means a medical condition which a **Doctor** certifies as being life threatening and for which the person on whom the claim depends has not:

a) received regular medical treatment or medication relevant to the life-threatening medical condition in the thirty (30) days immediately prior to the date the **Covered Person's Journey** was booked; or
b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) relevant to the life-threatening medical condition in the six (6) months immediately prior to the date the **Covered Person's Journey** was booked.

Sickness means any illness or disease of the **Covered Person** occurring during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**.

Spouse/Partner means a **Covered Person's** husband or wife and includes a de-facto and/or life partner with whom a **Covered Person** has continuously lived with for a period of three (3) months or more at the time of loss.

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

We/Our/Us means Chubb Insurance New Zealand Limited (Company No.104656, FSP No. 35924) who is the insurer/issuer of the **Policy**.

Please note that any specific definitions relating to a particular cover section are located in that section. Other documents issued by Us that form the Policy may also contain general or specific definitions.

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Section 1 - Personal Accident and Sickness

Extent of Cover

Subject to the other terms, conditions, limits and exclusions of the **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers a **Bodily Injury** which is not a **Pre-Existing Condition** (under Parts A, B, D and E) or **Sickness** (under Part C only) which is not a **Pre-Existing Condition** and which results directly in the occurrence of one or more of the **Event(s)** listed in the Table of Events below within twelve (12) months of either:

1. the date of the **Bodily Injury**; or

2. the date of the first occurrence of the **Sickness**;

We will pay the corresponding benefit provided an amount is shown for that **Event** on the **Schedule** against parts A, B, C, D and/or E.

Restrictions and/or limitations on the cover provided under this Section apply for people aged 75 years or over. Refer to the Section titled "General Provisions and Conditions Applicable to the Policy" on page 64.

Table of Events

Part A - Lump Sum Benefits

Cover for an **Event** under this Part applies only:

i. if the amount for that **Event** is shown in the **Schedule** against Part A - Lump Sum Benefits;
ii. with respect to Part A - Lump Sum Benefits, where the lump sum benefit is linked to a **Covered Person's Salary** and the **Covered Person** is not in receipt of a **Salary**, the benefit amount shall be limited to the lesser of $250,000 or the maximum sum insured shown in the **Schedule** for that category of **Covered Person**;
iii. if a **Covered Person** suffers a **Bodily Injury** resulting in any one of **Events** 2-8, **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person**; and
iv. if the **Event(s)** occur within twelve (12) months of the date of the **Bodily Injury**.

Benefits shall not be payable for more than one of **Events** 1 to 19 in respect of the same **Bodily Injury**, **We** will, however, pay the **Event** with the highest benefit.

Part A - Lump Sum Benefits	
Events - Bodily Injury resulting in:	**Benefits** The percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits (per Covered Person).
1. **Accidental Death**	100%
2. **Permanent Total Disablement**	100%
3. **Paraplegia** or **Quadriplegia**	100%
4. **Loss** of sight of both eyes	100%
5. **Loss** of sight of one (1) eye	100%

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6.	**Loss** of use of two (2) or more **Limbs**	100%
7.	**Loss** of use of one (1) **Limb**	100%
8.	**Permanent Serious Mental Illness**	100%
9.	**Permanent Loss** of	
	a) hearing in both ears	100%
	b) the lens in both eyes	100%
10.	**Permanent Loss** of	
	a) hearing in one (1) ear	30%
	b) the lens in one (1) eye	60%
11.	**Permanent Loss** of use of four (4) **Fingers** and **Thumb** of either **Hand**	80%
12.	Burns:	
	a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	50%
	b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	25%
13.	**Permanent Loss** of use of four (4) **Fingers** of either **Hand**	50%
14.	**Permanent Loss** of use of one (1) **Thumb** of either **Hand**:	
	a) both joints	40%
	b) one (1) joint	20%
15.	**Permanent Loss** of use of **Fingers** of either **Hand**:	
	a) three (3) joints	15%
	b) two (2) joints	10%
	c) one (1) joint	5%
16.	**Permanent Loss** of use of **Toes** of either **Foot**:	
	a) all - one (1) **Foot**	15%
	b) great - both joints	5%
	c) great - one (1) joint	3%
	d) other than great - each **Toe**	1%
17.	Fractured leg or patella with established non-union	10%

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18.	Shortening of leg by at least 5 cm	7.5%
19.	Permanent partial disablement not otherwise provided for under **Events** 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the **Covered Person**'s treating **Doctor** and a **Doctor** appointed by **Us**. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the **Covered Person's** treating **Doctor**, **We** will seek the opinion of a third independent **Doctor**, who will be appointed by mutual agreement between the parties and paid for by **Us**. In the event of a disagreement between all three (3) **Doctors**, the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount **We** will pay which is seventy-five percent (75%) of the lump sum benefit insured.

Part B - Bodily Injury Benefits

Part B - Bodily Injury Resulting In Surgery - Benefits

Cover for an **Event** under this Part applies only if

a) an amount is shown in the **Schedule** against Section 1, Part B Bodily Injury Benefits;
b) the surgical procedure is carried out within twelve (12) months of the date of the **Bodily Injury**; and
c) the **Covered Person** has a valid claim with respect to the same procedure under Section 4, Medical, Evacuation and Additional Expenses.

Part B - Bodily Injury Resulting In Surgery - Benefits		
Events		**Benefits** The percentage of the amount shown in the Schedule against Section 1, Part B - Bodily Injury Resulting in Surgery Benefits (per Covered Person).
20.	Craniotomy	100%
21.	Amputation of a **Limb**	100%
22.	Fracture of a **Limb** requiring open reduction	50%
23.	Dislocation requiring open reduction	25%
24.	Any other surgical procedure carried out under a general anaesthetic	5%

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Part B - Weekly Benefits - Bodily Injury

Cover for an **Event** under this Part applies only if:

a. an amount is shown in the **Schedule** against Part B - Weekly Benefits - Bodily Injury; and
b. the **Event(s)** occur within twelve (12) months of the date of the **Bodily Injury**.

Part B - Weekly Benefits - Bodily Injury	
Events	**Benefits**
25. **Temporary Total Disablement**	From the date of **Temporary Total Disablement** and whilst the **Temporary Total Disablement** persists, **We** will, for up to the **Benefit Period**, pay up to the weekly benefit amount shown on the **Schedule** against Section 1, Part B - Weekly Benefits -Bodily Injury. However, this will not exceed the percentage of **Salary** shown in the **Schedule** of the **Covered Person's Salary**. This cover is subject to the **Excess Period** shown on the **Schedule** against Section 1, Part B - Weekly Benefits -Bodily Injury.
26. **Temporary Partial Disablement**	From the date of **Temporary Partial Disablement** and whilst the **Temporary Partial Disablement** persists, **We** will, for up to the **Benefit Period**, pay up to the weekly benefit amount shown on the **Schedule** against Section 1, Part B Weekly Benefits - Bodily Injury less any amount of current earnings as a result of working in a reduced capacity with the **Policyholder**. However, the combined amount must not exceed the percentage of **Salary** shown on the **Schedule** or the **Covered Person's Salary**. This cover is subject to the **Excess Period** shown on the **Schedule** against Section 1, Part B - Weekly Benefits - Bodily Injury. Should the **Covered Person** be able to return to work with the **Policyholder** in a reduced capacity (where the **Policyholder** has reduced activities for the **Covered Person** to undertake), yet elect not to do so then the benefit payable shall be 25% of the **Covered Person's Salary**.

Part C - Sickness Benefits

Part C - Weekly Benefits - Sickness

Cover for an **Event** under this Part applies only if:

a. an amount is shown in the **Schedule** against Part C - Weekly Benefits - Sickness; and
b. the **Event(s)** occurs within twelve (12) months of the date the **Covered Person** first sought treatment for or advice in relation to a **Sickness** from a **Doctor** or **Dentist** and whilst the **Policy** or renewal **Policy** is in force.

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This cover is subject to the **Excess Period** shown on the **Schedule** against Section 1, Part C - Weekly Benefits - Sickness.

Part C - Weekly Benefits - Sickness	
Events	**Benefits** The percentage of the amount shown in the Schedule against Section 1, Part B - Bodily Injury Resulting in Surgery Benefits (per Covered Person).
27. **Temporary Total Disablement**	From the date of **Temporary Total Disablement** and whilst the **Temporary Total Disablement** persists, **We** will, for up to the **Benefit Period**, pay the percentage of the **Covered Person's Salary** shown on the **Schedule** against Section 1, Part C - Weekly Benefits - Sickness, subject to the maximum amount shown on the **Schedule**. This cover is subject to the **Excess Period** shown on the **Schedule** against Section 1, Part C - Weekly Benefits - Sickness.
28. **Temporary Partial Disablement**	From the date of **Temporary Partial Disablement** and whilst the **Temporary Partial Disablement** persists, **We** will, for up to the **Benefit Period**, pay up to the weekly benefit amount shown on the **Schedule** against Section 1, Part C - Weekly Benefits - Sickness less any amount of current earnings as a result of working in a reduced capacity with the **Policyholder**. However, the combined amount must not exceed the percentage of **Salary** shown on the **Schedule** or the **Covered Person's Salary**. This cover is subject to the **Excess Period** shown on the **Schedule** against Section 1, Part C - Weekly Benefits - Sickness. Should the **Covered Person** be able to return to work with the **Policyholder** in a reduced capacity (where the **Policyholder** has reduced activities for the **Covered Person** to undertake), yet elect not to do so then the benefit payable shall be 25% of the **Covered Person's Salary**.

Part C - Sickness Resulting in Surgery - Benefits

Cover for an **Event** under this Part applies only if:

a. an amount is shown in the **Schedule** against Part C - Sickness Resulting in Surgery - Benefits; and
b. the **Event(s)** occurs within twelve (12) months of the date of the first occurrence of the **Sickness**; and
c. the **Covered Person** has a valid claim with respect to the same procedure under Section 4, Medical, Evacuation and Additional Expenses.

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Part C - Sickness Resulting In Surgery - Benefits	
Events	**Benefits** The percentage of the amount shown in the Schedule against Section 1, Part C - Sickness Resulting in Surgery - Benefits (Per Covered Person).
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

Part D - Fractured Bones - Lump Sum Benefits

Cover for an **Event** under this Part applies only if:

a. an amount is shown in the **Schedule** against Part D - Fractured Bones - Lump Sum Benefits; and
b. the **Event(s)** occur whilst on a **Journey**.

Part D - Fractured Bones - Lump Sum Benefits	
Events	**Benefits** The percentage of the amount shown in the Schedule against Section 1, Part D - Fractured Bones - Lump Sum Benefits (Per Covered Person).
33. Neck, skull or spine (**Complete Fracture**)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (**Complete Fracture** or **Other Fracture**)	50%
36. Cheekbone, shoulder or **Simple Fracture**, **Hairline Fracture** or **Other Fracture** of neck, skull or spine	30%
37. Arm, elbow, wrist or ribs (**Complete Fracture** or **Other Fracture**)	25%
38. Jaw, pelvis, leg, ankle or knee (**Simple Fracture** or **Hairline Fracture**)	20%
39. Nose or collarbone	20%
40. Arm, elbow, wrist or ribs (**Simple Fracture** or **Hairline Fracture**)	10%
41. **Finger**, **Thumb**, **Foot**, **Hand** or **Toe**	7.5%

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The maximum benefit payable for any one (1) **Bodily Injury** resulting in fractured bones shall be the amount shown on the **Schedule** against Section 1, Part D - Fractured Bones - Lump Sum Benefits.

In the case of an established non-union of any of the above fractures, despite the maximum benefit payable amount, **We** will pay an additional benefit of 5% of the amount shown on the **Schedule** against Section 1, Part D - Fractured Bones - Lump Sum Benefits.

Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits

Cover for an **Event** under this Part applies only if:

a. an amount is shown in the **Schedule** against Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits; and
b. the **Event(s)** occur whilst on a **Journey**.

Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits	
Events	**Benefits** The percentage of the amount shown in the Schedule against Section 1, Part D - Loss of Teeth or Dental Procedures - Lump Sum Benefits (Per Covered Person).
42. **Loss** of **Teeth** or full capping of **Teeth**	100%
43. Partial capping of **Teeth**	50%

The maximum benefit payable for any one (1) **Bodily Injury** resulting in **Loss** of **Teeth** or dental procedures shall be the amount shown on the **Schedule** against Section 1, Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

The maximum benefit payable per **Tooth** shall be limited to the amount shown on the **Schedule**.

Definitions Under Section 1 - Personal Accident and Sickness

Benefit Period means the maximum period of time for which a benefit is payable under **Events** 25, 26, 27 and/or 28 as shown in the **Schedule**.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Event(s) means the **Event(s)** described in the relevant Table of Events set out in Section 1 of the **Policy**.

Excess Period means the period of time following **Events** 25, 26, 27 and 28 giving rise to a claim during and for which no benefits are payable as specified in the **Schedule**.

Fingers, Thumbs or Toes mean the digits of a **Hand** or **Foot**.

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

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Loss means in connection with:

1. a **Limb**: **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
2. an eye: total and **Permanent** loss of all sight in the eye;
3. hearing: total and **Permanent** loss of hearing;
4. speech: total and **Permanent** loss of the ability to speak;
5. hands, feet and digits: **Permanent** physical severance or **Permanent** total loss of use of the **Hand**, **Foot**, **Finger**, **Thumb** or **Toe**,

and which in each case is caused by **Bodily Injury**.

Loss of Daily Activities means in the opinion of a **Doctor** the **Covered Person** is unlikely to ever be able to undertake one (1) or more of the following activities without assistance:

a) dressing and undressing;
b) washing, bathing and toileting;
c) eating and drinking;
d) general household duties;
e) shopping.

Other Fracture means any fracture other than a **Complete Fracture**, **Simple Fracture** or **Hairline Fracture**.

Paraplegia means the **Permanent** loss of use of both legs and the **Permanent** loss of use of the whole of or part of the lower half of the body.

Permanent Total Disablement means where in the opinion of a **Doctor**:

1. the **Covered Person** is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and

2. the **Covered Person's** disability is **Permanent**.

Quadriplegia means the **Permanent** loss of use of both arms and both legs.

Seek Employment means the **Covered Person** being registered with the government agency or department in their **Country/location of Residence** which is responsible for providing unemployment services (such as Work and Income New Zealand) and/or a recruitment company and then providing **Us** with proof of a minimum of (4) new job application per month unless this is not reasonably practicable in the **Covered Person's** circumstances.

Serious Mental Illness means a mental, behavioural, or emotional disorder resulting from a serious functional impairment, which, substantially interferes with or limits one or more major life activities of the **Covered Person**.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a **Doctor** requires minimal and uncomplicated medical treatment.

Temporary Partial Disablement means where in the opinion of a **Doctor**, the **Covered Person** is temporarily unable to engage in a substantial part of their usual occupation or business duties, and while the **Covered Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement means where in the opinion of a **Doctor**, the **Covered Person** is temporarily unable to engage in their usual occupation or business duties, and while the **Covered Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

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Tooth/Teeth means a sound and natural tooth but does not include first or milk teeth, dentures, implants and dental fillings.

Additional Cover under the Policy

1. Exposure
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** is exposed to the elements as a result of an **Accident** and within twelve (12) months of the **Accident** the **Covered Person** suffers from any of the **Event**s outlined in the Table of Events as a direct result of that exposure, the **Covered Person** will be deemed for the purpose of the **Policy** to have suffered a **Bodily Injury** on the date of the **Accident**.

2. Disappearance
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** disappears in any manner and the **Covered Person's** body has not been found within twelve (12) months after the date of that disappearance, the **Covered Person** will be deemed to have died as a result of a **Bodily Injury** at the time of their disappearance.

Where the Accidental Death benefit in the Table of Events (Event 1) is payable because of a disappearance, **We** will only pay that benefit after the **Policyholder** or the legal representatives of the **Covered Person's** estate has given **Us** a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that to the prior knowledge of the **Policyholder** or legal representative, the **Covered Person** did not die as a result of a **Bodily Injury**.

3. Death By Natural Causes
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** dies from a natural cause during the first ninety (90) days of the **Journey**, **We** will pay at the **Policyholder's** request, the amount shown in the **Schedule** against Section 1, Death by Natural Causes.

Special Provisions applying to Death by Natural Causes:

1. To qualify for cover under this benefit, the **Covered Person** must be:
   a) aged eighteen (18) years or over; and
   b) under the age of seventy-five (75) years, at the time of death.

2. **We** will be given the right to arrange for an autopsy of the deceased **Covered Person** at **Our** expense where necessary.

3. **We** must be advised as soon as practicable of any death likely to give rise to a claim under this benefit, and **We** must be provided at the **Policyholder's** expense with any documentary evidence in support of the claim **We** may reasonably require.

Conditions applying to Death by Natural Causes:

1. The **Covered Person** must be fit to undertake the trip on the date their **Journey** commences and not have been absent from work, or confined to a bed if not in full time employment, due to any illness or disease for more than ten (10) of the ninety (90) days immediately prior to the date of commencement of the **Journey**.

2. The **Policyholder's** confirmation that the person in respect of whom the claim is made is eligible for cover under this **Policy** must be in **Our** possession before a claim is admitted. Eligible means that such person is a **Covered Person** and was fit to undertake the **Journey**. Any claim payment will be precedent on **Us** receiving confirmation of this.

Specific Exclusions applying to Death by Natural Causes:

1. Any death that occurs after the first consecutive ninety (90) days of the **Covered Person's Journey**.

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2. The following causes of death are not deemed to be natural causes within the meaning of this benefit. Death caused by:
   a) **Bodily Injury**;
   b) any cause named in the Section titled "General Exclusions Applicable to this Policy";
   c) any **Pre-Existing Condition**.

4. Corporate Image Protection

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers a **Bodily Injury**, and this is likely to result in a valid claim under the **Policy** with respect to, Section 1 Part A - Lump Sum Benefits for either:

1. Event 1 - Accidental Death; or
2. Event 2 - Permanent Total Disablement,

We will reimburse the **Policyholder** up to the amount shown in the **Schedule** against Section 1, Corporate Image Protection for reasonable costs (other than the **Policyholder's** own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Costs must be incurred as a result of such a **Bodily Injury**, to protect and/or positively promote the **Policyholder's** business and image. The maximum benefit payable for any one (1) **Event** is the amount shown in the **Schedule** against Section 1, Corporate Image Protection.

5. Independent Financial Advice

If a **Covered Person** sustains a **Bodily Injury** for which benefits are payable under **Event**s 1-9, **We** will, in addition to payment of the benefit, and at the request of the **Policyholder**, the **Covered Person** or representatives of the **Covered Person's** estate, pay for professional financial advice in respect of the payment of the benefit for **Events** 1-9.

However such advice must be provided by an independent financial advisor who is not a **Close Relative** of the **Covered Person** and who is authorised to provide such financial advice. The maximum benefit payable for any one (1) **Event** is the amount shown in the **Schedule** against Section 1, Independent Financial Advice.

6. Coma Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** which:

a) directly causes or results in the **Covered Person** being in a state of continuous unconsciousness; and
b) the **Covered Person** or their legal representative (or if none, their next of kin) presents **Us** with a written opinion of a **Doctor** which verifies that the cause of the continuous unconsciousness was the **Bodily Injury**,

We will pay the **Policyholder** or the **Covered Person** or the **Covered Person's** legal representative (or if none, the **Covered Person's** next of kin) a weekly amount for each week of continuous unconsciousness, up to a maximum number of consecutive weeks, as shown in the **Schedule** against Section 1, Coma Benefit.

If the state of continuous unconsciousness persists for a period of less than one (1) week, or for only part of any subsequent week, **We** will pay the Coma Benefit at the rate of one seventh (1/7th) of the weekly amount for each day during which continuous unconsciousness continues, subject to the maximum number of weeks stated in the **Schedule** against Section 1, Coma Benefit.

7. Partner Retraining Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers **Event** 1, 2 or 3, **We** will pay, at the **Policyholder's** request, up to the amount shown in the **Schedule** against Section 1, Partner Retraining Benefit.

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This amount will be used towards the actual costs incurred for the training or retraining of the **Covered Person's Spouse/Partner**:

1. for the purpose of obtaining gainful employment; or
2. to improve their employment prospects; or
3. to enable them to improve the quality of care they can provide to the **Covered Person**.

Provided always that the training is provided by a registered training organisation (or similar entity) with qualified skills to provide such training.

8. Spouse/Partner Accidental Death Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person's Spouse/Partner** (who is not **Accompanying** the **Covered Person**) dies **Accidentally**, **We** will pay the **Covered Person** a lump sum benefit amount shown on the **Schedule** against Spouse/Partner Accidental Death Benefit.

9. Dependent Child Supplement
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers an **Accidental Death** and is survived by a **Dependent Child(ren)**, **We** will pay the **Covered Person's** estate a lump sum benefit for each surviving **Dependent Child**. This is subject to a maximum benefit with respect to any one (1) family as shown in the **Schedule** against Section 1, Dependent Child Supplement.

10. Orphaned Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** and their **Accompanying Spouse/Partner** both suffer an **Accidental Death** due to the same **Accident** and they are survived by a **Dependent Child(ren)**, **We** will pay to the **Covered Person's** estate, in addition to any benefit payable under Dependent Child Supplement, a lump sum benefit for each surviving **Dependent Child** up to the maximum benefit amount per **Dependent Child** as shown in the **Schedule** against Section 1, Orphaned Benefit.

This is also subject to a maximum benefit amount in respect of any one (1) family as shown in the **Schedule** against Section 1, Orphaned Benefit.

11. Domestic Help Expenses for Accompanying Spouse
Should the **Accompanying Spouse/Partner** be a non-income earner prior to sustaining a **Bodily Injury**, compensation will only be payable under **Event** 25 and/or **Event** 26 for the reasonable actual cost of domestic help, including childcare and outdoor household activities, certified as necessary by a **Doctor** subject to a maximum amount for any one (1) **Event** per week and a maximum number of weeks as shown in the **Schedule** against Section 1, Domestic Help Expenses for Accompanying Spouse.

The domestic help may not be performed by a person who is a **Close Relative** of the **Covered Person**.

12. Premature Birth/Miscarriage Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** which results in premature childbirth (prior to thirty two (32) weeks gestation) or miscarriage, **We** will pay the **Policyholder** or **Covered Person** the lump sum benefit amount shown in the **Schedule** against Section 1, Premature Birth/Miscarriage Benefit.

13. Tuition or Advice Expenses
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** or **Sickness** for which a benefit is payable under **Events** 2, 25, 26, 27 or 28, **We** will reimburse reasonable expenses incurred by the **Policyholder** or a **Covered Person** for tuition or advice for a **Covered Person** by a registered training organisation, provided such tuition or advice is undertaken with **Our** prior written agreement (not to be unreasonably withheld or delayed) and that evidence is presented from a

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Doctor certifying the tuition or advice is medically necessary or at least substantially beneficial in returning the **Covered Person** to work.

Reimbursement under this provision will be limited to the actual costs incurred by the **Policyholder** or the **Covered Person** up to the maximum amount shown in the **Schedule** against Section 1, Tuition or Advice Expenses.

14. Modification Expenses

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** for which a benefit is payable under **Events** 2 or 3, **We** will reimburse the **Policyholder** or **Covered Person** up to the amount shown in the **Schedule** against Section 1, Modification Expenses, for actual costs incurred to:

a) modify the **Covered Person's** home and/or vehicle, or
b) costs associated with relocating the **Covered Person** to a more suitable home,

provided that evidence is presented from a **Doctor** certifying the modification and/or relocation is medically necessary or is at least likely to be substantially beneficial in managing the **Covered Person's Bodily Injury**.

15. Unexpired Membership Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** which results in a benefit being paid under:

1. **Events** 2 to 9; or
2. **Events** 25 and/or 26 for which a **Doctor** certifies in writing will reasonably likely continue for a minimum period of twenty-six (26) weeks;

and it is certified by a **Doctor** as reasonably likely to prevent the **Covered Person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, **We** will pay the **Policyholder** or **Covered Person** a refund of such fees paid for the current season or membership period, pro-rata from the time of the **Event**, up to the amount shown in the **Schedule** against Section 1, Unexpired Membership Benefit.

16. Chauffeur Services

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** or **Sickness** for which benefits are payable under **Events** 25, 26, 27 or 28, **We** will pay the **Policyholder** or **Covered Person** up to the amount shown in the **Schedule** against Section 1, Chauffeur Services for a chauffeur, commercial ride-share service or taxi service to and from the **Covered Person's** usual place of work and their usual place of residence if the **Covered Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive a vehicle or travel on public transport.

17. Executor Emergency Cash Advance

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers an **Accidental Death** which results in a claim being accepted by **Us** under Event 1 - Accidental Death, upon the executor of the **Covered Person's** estate's request, **We** will advance to the **Policyholder** or the executor of the **Covered Person's** estate the amount shown in the **Schedule** against Section 1, Executor Emergency Cash Advance, whilst the administration of the **Covered Person's** estate is being arranged.

The advance will be deducted from any subsequent benefit paid for Event 1 - Accidental Death.

18. Guaranteed Payment

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** or **Sickness** for which benefits are payable under **Events** 25 or 27, provided that medical evidence is presented from a **Doctor** certifying that there is a reasonable likelihood that the total period of **Temporary Total Disablement** will be a minimum of

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twenty-six (26) continuous weeks, and **We** agree with this certification, **We** will pay at the time of first payment twelve (12) weeks of benefits.

Note that any guaranteed payment shall still not exceed the total maximum **Benefit Period** as shown in the **Schedule**.

19. Escalation of Claim Benefit
After payment of a benefit under **Events** 25, 26, 27 or 28 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

Note that any continuation benefits shall still not exceed the total maximum **Benefit Period** as shown in the **Schedule**.

20. Superannuation Scheme Contribution Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** resulting in a valid claim under **Event** 25 or 26, **We** will pay the compulsory employer contributions that the **Policyholder** is legally obligated to make to the **Covered Person's** eligible superannuation account, from the date of the **Bodily Injury** and for the period that the **Covered Person** is receiving payments for Event 27 (**Temporary Total Disablement**) or Event 28 (**Temporary Partial Disablement**) up to a maximum period of fifty-two (52) weeks as shown in the **Schedule** against Section 1, Superannuation Scheme Contribution Benefit.

21. Loss of Daily Activities
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers a **Bodily Injury** resulting in an **Event** that is covered under Part A - Lump Sum Benefits - **Events** 2-9, and the **Covered Person** suffers from **Loss of Daily Activities**, **We** will pay the **Policyholder** or the **Covered Person** up to the amount shown in the **Schedule** against Section 1, Loss of Daily Activities.

Conditions Under Section 1

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. If a **Covered Person** suffers a **Bodily Injury** resulting in any one of **Events** 2-9, **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person**.

2. Benefits shall not be payable for more than one of **Events** 1 to 19 in respect of the same **Bodily Injury**, **We** will, however, pay the **Event** with the highest benefit.

3. Benefits shall not be payable:

   a) for **Events** 25, 26, 27 and 28 in excess of a total aggregate period as shown as the number of weeks (or other time period) against Section 1, Part B - Weekly Benefits - Bodily Injury or against Part C - Weekly Benefits - Sickness in the **Schedule** in respect of any one (1) **Bodily Injury** or **Sickness**;

   b) for **Events** 25, 26, 27 and 28 during the **Excess Period**;

   c) for **Events** 25, 26, 27 and 28 after the **Excess Period**, in an amount which exceeds the lesser of:
      i. the maximum sum insured shown in the **Schedule** against Section 1, Part B Weekly Benefits - Bodily Injury or against Part C - Weekly Benefits - Sickness, as applicable, or
      ii. the applicable percentage of the **Covered Person's Salary** as shown in the **Schedule** against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness.

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iii. For example, if:

- the applicable percentage is 75%; and
- the maximum benefit amount shown in the **Schedule** is $2,000 x 104 weeks against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness; and
- a **Covered Person's Salary** is $1,500 per week,

then that **Covered Person's** maximum benefit will be limited to 75% of $1,500 x 104 weeks = $117,000

d) unless the **Covered Person**, as soon as would be expected of a reasonable person after the happening of any **Bodily Injury** or the manifestation of any **Sickness** giving rise to a claim under the **Policy**, procures and follows proper medical advice from a **Doctor**. Failure to follow proper medical treatment or advice in accordance with this paragraph may result in **Us** reducing or suspending **Our** liability under the **Policy** to the extent to which **We** have suffered any prejudice due to such failure;

e) for more than one (1) of **Events** 25 and/or 26 or **Events** 27 and/or 28 that occur for the same period of time in respect of any one (1) **Covered Person**; and

f) for more than one (1) of the surgical benefits described in **Events** 20 to 24 and 29 to 32, in respect of any one (1) **Bodily Injury** or **Sickness**.

4. The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:

a) periodic compensation benefits payable under any disability insurance, workers' compensation or accident compensation scheme or other government entitlement; and

b) the amount of any sick pay received, or, at the discretion of the **Policyholder**, sick leave entitlement, so that the total amount of any such benefit or entitlement together with any benefits payable under the **Policy** does not exceed the applicable percentage of the **Covered Person's Salary** as shown in the **Schedule** against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness.

For example, if:

i. the applicable percentage is 75%;
ii. the maximum benefit amount shown in the **Schedule** is $1,250 x 104 weeks against Section 1, Part B - Weekly Benefits - Bodily Injury or Section 1, Part C - Weekly Benefits - Sickness;
iii. a **Covered Person's Salary** is $2,000 per week;
iv. the **Covered Person** is entitled to benefits of (say) $500 per week under a compensation scheme described in 4(a) above, then

that **Covered Person's** maximum benefit will be limited to 75% of $2,000 = $1,500, less $500 = $1,000 x 104weeks = $104,000

(Note: this example assumes that the weekly compensation benefit of $500 continues concurrently with payments under this **Policy** for 104 weeks).

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5. Where a **Covered Person** is receiving benefits from **Us** under this **Policy**, is unemployed and certified by a **Doctor** as being able to undertake light or partial duties the **Covered Person** must actively **Seek Employment** consistent with the opinion of their **Doctor**.

   Should a **Covered Person** not actively **Seek Employment** once medically cleared to, benefits shall be reduced to 25% of the **Covered Person's Salary**.

6. Where, in relation to benefits payable for **Events** 2, 25, 26, 27 and/or 28, **We** do not agree with the opinion given by the **Covered Person's** treating **Doctor**, **We** have the right (at **Our** own expense) to have the **Covered Person** examined by a **Doctor** appointed by **Us**. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the **Covered Person's** treating **Doctor**, **We** will obtain the opinion of an independent **Doctor** (mutually agreed by **Us** and the **Covered Person**) at **Our** expense. The opinion of the independent **Doctor** will be the opinion for the purposes of the definitions of **Permanent Total Disablement**, **Temporary Partial Disablement** and **Temporary Total Disablement**.

7. If as a result of a **Bodily Injury** or **Sickness**, benefits become payable under Parts B or C of the Table of Events and while the **Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause or causes then, for the purpose of applying the **Excess Period** only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered Person** has worked on a full- time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** or **Sickness** and a new **Excess Period** will apply.

8. Where a **Bodily Injury** requires surgical treatment which cannot be performed within twelve (12) months from the date of that **Bodily Injury**, provided the **Covered Person** can demonstrate that such treatment was known as necessary during that twelve (12) month period and a **Doctor** certifies this, **We** will treat this twelve (12) month period as a continuation of the first **Bodily Injury** regardless of whether the **Covered Person** has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of **Bodily Injury**.

   Note, any continuation benefits shall not exceed the total maximum **Benefit Period** as shown in the **Schedule**.

9. Subject to the payments made under Additional Cover 18. Guaranteed Payments, weekly benefits for **Events** 25, 26, 27 and 28 shall be payable monthly in arrears. Disability for a period of less than one (1) week shall be paid for at the rate of the average income per day worked based on the **Covered Person's Salary** for each day during which the disability continues.

10. All benefits paid under Section 1, Personal Accident and Sickness cover shall be payable to the **Policyholder** or such person or persons and in such proportions as the **Policyholder** shall nominate, unless otherwise specified in the **Policy**.

11. With respect to Section 1, Part A - Lump Sum Benefits, where the lump sum benefit is linked to the **Covered Person's Salary** and the **Covered Person** and/or a **Spouse/Partner** is not in receipt of a **Salary**, the benefit amount shall be limited to $250,000 or the maximum sum insured shown in the **Schedule** for that category of **Covered Person**.

12. Should a benefit be payable under this Section of the **Policy** that is also payable under any other insurance **Policy** insured with **Us**, only one (1) **Policy** can be claimed against (i.e. the **Policy** with the greatest benefit).

13. If a **Covered Person** suffers a **Bodily Injury** or **Sickness** covered under this Section while performing manual or physical labour, the sum insured for:

    a) Event 1 - Accidental Death is limited to the lesser of $100,000 or the sum shown in the **Schedule** under Section 1: Personal Accident and Sickness, Part A - Lump Sum Benefits, Event 1 - Accidental Death; and

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b) **Events** 2-19 is limited to the lesser of $100,000 or the sum shown in the **Schedule** under Section 1: Personal Accident and Sickness, Part A - Lump Sum benefits, Events 2-19.

Exclusions Under Section 1

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy**"**, unless explicitly stated otherwise.

1. **We** shall not be liable for any **Event(s)** or benefits which are directly or indirectly related to a **Pre-Existing Condition**; and

2. No benefits shall be payable for **Events** 27 and 28 with respect to any **Sickness** which is wholly or partly attributable to childbirth or pregnancy (except for unexpected medical complications of emergencies arising from childbirth or pregnancy); and

3. **We** shall not be liable for any **Event(s)** or benefit where a **Journey** is undertaken:

   a) by the **Covered Person** against the advice of a **Doctor** or **Dentist**; or
   b) when the **Covered Person** is unfit to travel; or
   c) for the purpose of the **Covered Person** to seek medical attention for a **Pre-Existing Condition**; or
   d) after the **Covered Person** is diagnosed by a **Doctor** as suffering a terminal condition.

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Section 2 - Kidnap and Ransom/Extortion Cover

Extent of Cover

Subject to the other terms, conditions, limits and exclusions of the **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** is **Kidnapped** or allegedly **Kidnapped**, **We** will reimburse the **Policyholder** for **Extortion/Ransom Monies** paid up to the amount shown on the **Schedule** against Section 2, Kidnap and Ransom/Extortion Cover.

We will also reimburse the **Policyholder** for:

1. loss due to destruction, disappearance, seizure or usurpation of **Extortion/Ransom Monies** while being delivered to a person demanding those monies by anyone who is authorised by the **Policyholder** or a **Covered Person** to have custody of the **Extortion/Ransom Monies**, provided however, that the **Kidnap** or **Extortion** which gave rise to the delivery is insured under this Section; and

2. the amount paid by the **Policyholder** for **Expenses** resulting directly from a **Kidnap** or **Extortion** occurring during the **Period of Insurance** and whilst the person was a **Covered Person**; and

3. reasonable costs of retaining independent security consultants for the exclusive function of investigating the **Kidnap**, negotiating the release of the **Covered Person**, paying any ransom or recovery of the **Covered Person** provided that **We** have given **Our** prior written consent to the use of such consultants which will not be unreasonably withheld or delayed.

The payments in paragraphs 1, 2 and 3 above shall be inclusive of and not in addition to, the benefit amount shown on the **Schedule** against Section 2, Kidnap and Ransom/Extortion Cover.

In order for certain costs or expenses to be covered under this Section, those costs or expenses must be approved by **Us** before they are incurred. Refer to the definition of **Expenses** for the types of **Expenses** that require **Our** prior approval, and condition 2 of this Section.

Definitions Under Section 2

Expenses means any of the following:

1. reasonable payment made by the **Policyholder** to a person providing information which leads to the arrest of the individuals responsible for a **Kidnap** or **Extortion** insured under this Section;

2. reasonable and customary loan costs incurred by the **Policyholder** from a financial institution providing money to be used for payment of **Extortion/Ransom Monies**;

3. reasonable and customary travel and accommodation costs incurred by the **Policyholder** or a **Covered Person** as a result of a **Kidnap** or **Extortion**;

4. **Salary** paid by the **Policyholder** to a **Covered Person** or on behalf of a **Covered Person** who is the victim of a **Kidnap** or **Extortion** for up to the earliest of the following dates:

    a) sixty (60) days after the release of the **Covered Person** from a **Kidnap**; or
    b) the discovery of the death of the **Covered Person**; or
    c) one hundred and eighty (180) days after the **Policyholder** receives the last credible evidence that the **Covered Person** is still alive; or
    d) twelve (12) months from the date of the **Kidnap**, if the victim has not been released;

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5. payments made by the **Policyholder** for a temporary replacement **Employee** hired to perform the duties of a **Kidnap** victim for the duration of a **Kidnap** and upon release, for a further thirty (30) day period but does not include payments made more than twelve (12) months from the date of the **Kidnap**;

6. personal financial loss suffered by the **Covered Person**(s);

7. travel costs of a **Covered Person** who is the victim of a **Kidnap** to join their immediate family upon their release and the travel costs of an **Employee** to replace the **Kidnap** victim. If such travel costs include an airflight, then:

   a) the **Covered Person** is entitled to a ticket of the equivalent class to that which they originally purchased at the beginning of the **Journey** which is the subject of the claim made under this Section; and/or
   b) the replacement **Employee** is entitled to an economy class ticket.

   We will only pay for a single one-way ticket per **Covered Person** and/or replacement **Employee**.

8. reasonable and customary fees and expenses of a qualified interpreter assisting the **Policyholder** or a **Covered Person** in the event of a **Kidnap** or **Extortion**; and

9. any other reasonable and customary expenses incurred by the **Policyholder** with **Our** prior approval, such approval not to be unreasonably withheld or delayed, in resolving a **Kidnap** or **Extortion** insured under this Section (subject to Condition 2 below).

Extortion means to intimidate by a threat or series of threats to **Kidnap** or cause **Bodily Injury**.

Extortion/Ransom Monies means consideration paid for the return of a **Kidnap** victim or consideration paid to terminate or end an **Extortion**, to a person believed to be responsible for the **Kidnap** or **Extortion** and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

Kidnap and Kidnapped means the illegal abduction and holding hostage of a **Covered Person** for the purpose of demanding **Extortion/Ransom Monies** as a condition of release.

Additional Cover Under Section 2

1. Trauma Counselling
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** is **Kidnapped**, **We** will reimburse the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**) to a **Covered Person** who was the victim of a **Kidnap**, where certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**. The maximum benefit payable for any one (1) event is the amount shown in the **Schedule** against Section 2, Trauma Counselling

2. Public Relations Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** is **Kidnapped** or the subject of **Extortion**, **We** will pay the **Policyholder** up to the amount shown in the **Schedule** against Section 2, Public Relations Benefit, for the actual, necessary and reasonable external expenses to engage an independent image and/or public relations consultant, and/or costs associated with media broadcasts, to help protect and/or positively publicise the **Policyholder's** business and corporate image.

These expenses must be directly in connection with a **Kidnap** or **Extortion** and incurred within twenty-one (21) days of the **Kidnap** or **Extortion**.

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Conditions Under Section 2

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. Confidentiality
The **Policyholder** and each and every **Covered Person** will make a reasonable effort not to disclose the existence of this insurance.

2. Our prior approval
If **Our** prior written consent or approval is required for certain costs or expenses to be covered under this Section, and the **Policyholder** has not first made contact with **Us** and obtained **Our** approval prior to incurring these costs or expenses (where reasonably practicable to do so), **We** may be entitled to reduce **Our** liability under this Section to the extent that **Our** rights have been prejudiced, which could result in **Us** declining to cover some or all of the expenses that have been incurred.

Exclusions Under Section 2

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy", unless explicitly stated otherwise.

We shall not be liable for:

1. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are **Extortion/Ransom Monies** being stored or transported for the purpose of paying an **Extortion** or **Kidnap** demand; or

2. any loss from the **Kidnap** or **Extortion** of a **Covered Person** permanently residing or staying for more than one hundred and eighty (180) consecutive days in the country where the **Kidnap** or **Extortion** occurs; or

3. any fraudulent or dishonest act committed by the **Policyholder**, a **Covered Person** or any person the **Policyholder** authorises to have custody of **Extortion/Ransom Monies**.

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Section 3 - Hijack and Detention

Extent of Cover

Subject to the other terms, conditions, limits and exclusions under this **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** is:

1. forcibly **Detained** for more than twelve (12) hours as a direct result of a **Hijack**; or

2. **Detained**, by any government, state or other lawful authority for any reason (other than those circumstances specifically excluded under Exclusion 1 below);

We will pay the **Policyholder** the daily amount shown on the **Schedule** against Section 3, Hijack and Detention.

We will continue to pay the **Policyholder** the daily benefit amount shown on the **Schedule** against Section 3, Hijack and Detention, for each twenty-four (24) hour period of continued **Detention** thereafter, up to the maximum amount and period shown on the **Schedule** against Section 3, Hijack and Detention.

Additional Cover Under Section 3

Legal Costs
In the event of a **Covered Person** incurring their own **Legal Costs** as a result of being **Detained**, **We** will reimburse the **Covered Person** for such **Legal Costs** up to the maximum amount shown on the **Schedule** against Section 3, Legal Costs.

Definitions Under Section 3

Detention/Detained means restraint by way of custody or confinement against the **Covered Person's** will.

Hijack means the seizing of control of a **Conveyance** on which the **Covered Person** is a passenger.

Legal Costs means the reasonable costs incurred by or on behalf of a **Covered Person** to pay for a lawyer to represent the **Covered Person** as a result of the **Covered Person** being **Detained**. **Legal Costs** do not include:

a) the earnings of any **Covered Person** , or the cost of the **Covered Person's** time, in investigating, pursuing or defending any legal proceeding; and
b) the internal corporate overheads of the **Policyholder**.

Conditions under Section 3

The cover provided under this Section is subject to the conditions and provisions which appear under the section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

Exclusion Under Section 3

The cover provided under this Section is subject to the exclusion below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy", unless explicitly stated otherwise.

1. **We** shall not be liable for any **Detention** attributable to the **Covered Person** breaking the law of any country or state.

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Section 4 - Medical, Evacuation and Additional Expenses

Extent of Cover

Subject to the other terms, conditions, limits and exclusions under this **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers a **Bodily Injury** or **Sickness**, **We** will pay or reimburse the **Policyholder**, the **Covered Person** or the **Covered Person's** estate for **Medical, Evacuation and Additional Expenses** for a period of up to twenty-four (24) months from the date of their **Bodily Injury** or **Sickness**, up to the amount shown on the **Schedule** against Section 4, Medical, Evacuation and Additional Expenses, and subject to the applicable **Excess**.

In order for certain **Medical, Evacuation and Additional Expenses** to be covered under this Section, those expenses must be approved by Chubb Assistance **before** they are incurred. Refer to the definition of **Medical, Evacuation and Additional Expenses** for the types of expenses that require Chubb Assistance's prior approval, and Conditions 1 and 3 of this Section.

Definitions Under Section 4

Medical, Evacuation and Additional Expenses means:

1. all reasonable costs necessarily incurred outside the **Covered Person's Country/location of Residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a **Doctor** (who is not the **Policyholder**, the **Covered Person**, a **Close Relative** of the **Covered Person** or an **Employee** of the **Policyholder**) as a direct result of the **Covered Person's Bodily Injury** or **Sickness**;

2. all reasonable costs necessarily incurred outside the **Covered Person's Country/location of Residence** for emergency dental treatment given by a **Dentist** (who is not the **Policyholder**, the **Covered Person**, a **Close Relative** of the **Covered Person** or an **Employee** of the **Policyholder**) to restore or replace sound, natural teeth lost or damaged as a result of a **Bodily Injury**, or to resolve the acute, spontaneous and unexpected onset of pain in the **Covered Person's** teeth;

3. expenses incurred to repair, replace or adjust dentures up to a maximum of $2,500 provided those expenses are as a direct result of a **Bodily Injury**;

4. expenses related to the evacuation of the **Covered Person** to the most suitable hospital or to the **Covered Person's Country/location of Residence** as a direct result of their **Bodily Injury** or **Sickness**, including reasonable and necessary expenses incurred for qualified medical staff to accompany the **Covered Person**, provided such evacuation is recommended by a **Doctor** and prior approval is obtained from Chubb Assistance, such approval not to be unreasonably withheld or delayed;

5. all expenses incurred in repatriating the **Covered Person** to the most suitable hospital or to the **Covered Person's Country/location of Residence** provided that such repatriation is as a direct result of the **Covered Person's Bodily Injury** or **Sickness**, is necessary on **Doctor's** advice and prior approval is obtained from Chubb Assistance, such approval not to be unreasonably withheld or delayed;

6. reasonable travel and accommodation expenses of any two (2) people made up of either **Close Relatives**, and/or travelling companions and/or **Close Colleagues** of the **Covered Person** who, as a result of the **Covered Person's Bodily Injury** or **Sickness**, are required to travel to, or remain with, the **Covered Person** when it is considered medically necessary from the advice of **Our** medical advisor in consultation with the **Covered Person's** attending **Doctor** and when prior approval is obtained from Chubb Assistance, such approval not to be unreasonably withheld or delayed; or

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7. ongoing medical expenses incurred after a **Covered Person** has returned to their **Country/location of Residence** for the treatment of a **Bodily Injury** or **Sickness** for which treatment was first sought and received whilst on an overseas **Journey**, unless excluded under General Exclusions 3 or 5. If a **Covered Person** returns to a country other than New Zealand, ongoing medical expenses are limited to a maximum of $50,000.

Additional Cover Under Section 4

Continuous Worldwide Bed Confinement
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey** outside their **Country/location of Residence**, the **Covered Person** suffers a **Bodily Injury** or **Sickness** which results in them being confined to bed by a **Doctor** for a period in excess of twenty-four (24) hours, **We** will pay the **Policyholder** or the **Covered Person** the daily amount, up to the maximum number of consecutive days shown in the **Schedule** against Section 4, Continuous Worldwide Bed Confinement.

Non-Medical Incidental Expenses
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey** outside their **Country/location of Residence** (and New Zealand), the **Covered Person** suffers a **Bodily Injury** or **Sickness** which results in them being admitted to hospital, **We** will reimburse the **Policyholder** or **Covered Person** for any reasonably incurred non-medical incidental expenses, including but not limited to telephone, television and newspapers. The maximum daily amount and benefit limit per hospitalisation are shown in the **Schedule** against Section 4, Non-Medical Incidental Expenses.

Trauma Counselling Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act such as kidnap, sexual assault, rape, murder or a violent robbery, **We** will reimburse the **Policyholder** or the **Covered Person** up to the amount shown in the **Schedule** against Section 4, Trauma Counselling Benefit, for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**) provided the treatment is certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**.

Conditions Under Section 4

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the **Policy**, unless explicitly stated otherwise.

1. **We** or Chubb Assistance must be informed as soon as reasonably practicable of any potential claim under this Section in the event the **Covered Person** is admitted to hospital or where **Medical, Evacuation and Additional Expenses** are likely to exceed $2,500.

2. **We** will, while acting reasonably, decide whether to evacuate or repatriate a **Covered Person** based upon the medical necessity which will be derived from advice of the **Covered Person's** attending **Doctor** and/or **Our** medical advisor. Chubb Assistance will determine the most appropriate means of transport and destination for evacuation or repatriation based upon this advice.

3. If prior approval from Chubb Assistance is required for certain costs or expenses to be covered under this Section, and the **Covered Person** or anyone acting on the **Covered Person's** behalf has not first made contact with Chubb Assistance and obtained approval before these costs or expenses are incurred (where it is reasonably practicable to do so), **We** may be entitled to reduce **Our** liability under this Section to the extent that those costs or expenses could otherwise have been reduced through engaging preferred providers arranged by Chubb Assistance.

4. To the extent that it is reasonably practicable, the **Policyholder**, **Covered Person**, and/or anyone undertaking arrangements on the **Policyholder's** or **Covered Person's** behalf must not attempt to resolve problems encountered without first advising **Us** or Chubb Assistance or it may affect the reimbursement of expenses, which could result in the **Policyholder** or **Covered Person** being held liable for certain expenses.

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5. In the event that a **Covered Person** is repatriated to the country that was their intended final destination (such as their **Country/location of Residence**), **We** will not indemnify the originally purchased airfare.

6. International bank transaction fees are covered to a maximum of $50 per claim.

7. Any ongoing medical expenses incurred after a **Covered Person** has returned to their **Country/location of Residence** must first be claimed against any government sponsored fund, plan or medical benefit scheme.

8. Where a **Covered Person** is travelling on **Incidental Private Travel** or **Directors and Executives Private Travel**, any ongoing medical expenses must first be claimed against any applicable personal health insurance policy and/or government sponsored fund, plan or medical benefit scheme.

9. If a **Covered Person** suffers a **Bodily Injury** or **Sickness** covered under this Section while performing manual or physical labour, an **Excess** being the greater of $1000 or the **Excess** shown in the **Schedule** under Section 4 - Medical, Evacuation and Additional Expenses will apply.

Exclusions Under Section 4

The cover provided under this section is subject to the exclusions below, as well as the exclusions which appear under the section titled "General Exclusions Applicable to the Policy**"**, unless explicitly stated otherwise.

We shall not be liable for any expenses:

1. where a **Journey** is undertaken:

   a) by the **Covered Person** against the advice of a **Doctor**; or
   b) when the **Covered Person** is unfit to travel; or
   c) for the purpose of the **Covered Person** to seek medical attention or to undergo any form of cosmetic or elective surgery; or

2. incurred for any medication or ongoing treatment for a **Pre-Existing Condition** and for which such medication or treatment the **Covered Person** has been advised by their **Doctor** to continue during travel; or

3. incurred for routine medical, optical or dental treatment or consultation; or

4. incurred after the period of twenty-four (24) months from the date the **Covered Person** suffers a **Bodily Injury** or **Sickness**; or

5. incurred directly or indirectly in relation to a **Covered Person's** terminal condition which was diagnosed by a **Doctor** prior to the **Journey** commencing.

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Section 5 - Chubb Assistance and Security Advice

The **Policy** provides 24/7 worldwide travel, medical and security assistance during the **Period of Insurance** whilst the **Covered Person** is on a **Journey** as well as travel security advice prior to commencing a **Journey**.

In the event a **Covered Person** is on a **Journey** and requires travel, medical or security advice or assistance, as soon as practicable they should call the emergency response team on +64 9 374 1775 to get immediate assistance and help accessing vital services in the local area.

Chubb Assistance - Travel and Medical Assistance

Chubb Assistance supports the **Covered Person** travelling around the world with emergency advice and assistance services 24 hours a day, seven days a week. Chubb Assistance has a team of medical and travel specialists based in New Zealand and have access to international resources via a global network that will assist in an emergency.

Travel Security Advice and Assistance

Chubb has partnered with a crisis management assistance company, to provide a range of services to prepare the **Covered Person** for a **Journey** prior to its commencement as well as offer support whilst on a **Journey** to assist with a safe, uneventful and successful trip. Please note these services can only be accessed if the **Covered Person** has registered, therefore early registration is highly recommended. Refer to the registration details on the next page.

Assistance Benefits and who to call and for what

The following travel, medical and security assistance benefits are available to the **Policyholder** and **Covered Person** by calling +64 9 374 1775:

24/7 Travel Assistance

select option 1 - Chubb Assistance for:

- Visa requirements or extensions;
- assistance with what to do in the event of lost or stolen passports, travel documents, credit cards or luggage;
- assistance with what to do in the event of missed or cancelled connections;
- assistance with emergency travel arrangements;
- assistance locating embassies or consulates;
- translation and interpreting services;
- emergency message transmission and funds transfer;
- support and communication to employers, friends and family.

24/7 Medical Assistance

select option 1 - Chubb Assistance for:

- immediate access to doctors or nurses for assistance and advice;
- arranging emergency medical consultation, ongoing monitoring and support;
- advice on the location of suitable, nearby medical clinics or other facilities;
- hospital admissions, emergency evacuations and repatriations;
- payment guarantees hospital/medical expenses;
- oversee dispatch of medications or medical supplies;
- liaison with family doctor;
- support and communication to employers, friends and family.

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24/7 Security Assistance

select option 2 to speak to **Our** travel security and assistance provider for:

- immediate access to security experts or any security or safety concerns;
- ground support and/or evacuation assistance in the event of civil unrest, natural disaster or a terrorist incident;
- concerns about identity being compromised due to a data breach.

Travel Security Advice and Assistance

Registration: To access and register for the services provided for under the **Policy**:

1. log on to https://crisis24horizon.com/chubbnz/login

2. enter your Policy number under Member ID

The **Policyholder** and/or **Covered Person** will be required to complete a one-off registration process using the **Policy** number as stated on the **Schedule** and then will continue to access the services utilising their email address and chosen password.

Additional Cover Under Section 5

The following benefits and services provided by **Our** travel security and assistance provider are available to the **Policyholder** and **Covered Person**:

Country Intelligence
Access to useful information for **Covered Persons** to help prepare for a **Journey** to another country including – overall risk ratings and individual risk ratings for terrorism, conflict, political, kidnap and infrastructure. Also included is a detailed overview of the country, city guides, security issues, travel logistics, cultural factors, health advisories, useful information such as weather, maps and contact numbers for emergencies and contact details of various embassies.

A section on identity theft helps to provide an understanding of how fraudsters work and how to avoid becoming a victim in the first instance.

Daily News
A subscription email, delivered to the user's email inbox once a day during weekdays, provides a news summary of incidents that have occurred worldwide in the last 24 hours which may have an impact to the **Covered Person's** travel or security.

Travel Alerts
By registering to receive alerts from **Our** travel security and assistance provider for the country and dates of travel, the **Covered Person** can receive alerts by email, which could significantly affect their travel or security in a specific country, region or city such as terrorist incidents, bombing, assassination or kidnapping, natural hazards, disease outbreaks, airport closures, road closures, upcoming demonstrations and other situations which may impact them whilst on a **Journey**.

High Risk Travel Safety Briefings
Customised reports for high and extreme risk regions as classified by **Our** travel security and assistance provider, subject to Condition 3 below. Written by **Our** travel security and assistance provider's in-house regional analysts and security specialists, these briefings take into account key factor in assessing the security threats posed to a **Covered Person's Journey**. These can be requested on an ad-hoc basis.

Annual Threat Forecast
Compiled by **Our** travel security and assistance provider's risk analyst team, the forecast focuses on a number of key issues globally providing thoughtful insights for the year ahead into how these concerns will affect the different geographical areas in respect of political and security environments and how that will impact **Covered Person's** travel and security.

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Security Briefings
Briefings offer in-depth analysis on topical or upcoming political or security events. These are sent on an ad-hoc basis and it is recommended that **Covered Persons** register to receive these. At a minimum, it is recommended that the **Policyholder's** risk managers and human resource managers should be registered to receive these to assist in the mitigation of risk.

Podcasts
Crisis24's team of analysts discuss a range of security and political issues affecting countries across the globe.

TravelKit app
A downloadable app which will provide some of the above information to the **Covered Person's** smart phone or tablet.

Conditions Under Section 5

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. In the event of assistance being provided by Chubb Assistance and/or **Our** travel security and assistance provider in good faith, and with the consent of the **Policyholder**, to any person not insured under the **Policy**, the **Policyholder** shall reimburse **Us** for all costs incurred.

2. Chubb Assistance and/or **Our** travel security and assistance provider will provide the **Covered Person** with such emergency assistance as deemed reasonably necessary by them.

3. The **Policy** provides for two (2) "High Risk Travel Safety Briefings" per month at no additional charge. **Policyholder**s may contact **Our** travel security and assistance provider directly to obtain further reports but will be invoiced direct by **Our** travel security and assistance provider at a cost agreed at the time of the request. Furthermore, if the **Policyholder** requires reports for medium to low risk countries then these need to be arranged directly with **Our** travel security and assistance provider as these do not form part of the service provided for under this **Policy**.

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Section 6 - Cancellation and Disruption

Extent of Cover

Subject to the other terms, conditions, limits and exclusions of the **Policy**:

Loss of Deposits
If during the **Period of Insurance** the **Policyholder** or the **Covered Person** incurs loss of **Travel or Accommodation Expenses** paid in advance of a proposed **Journey** following the necessary alteration or cancellation of the **Covered Person's Journey** due to:

1. the **Covered Person's** unexpected death, or a **Bodily Injury** or **Sickness** which results in the **Covered Person** being certified by a **Doctor** or **Dentist** as being unable to commence the **Journey** as planned; or

2. the unexpected death or **Serious Injury or Serious Sickness** of a **Close Relative**, **Close Colleague** or travelling companion of the **Covered Person**; or

3. the **Covered Person's** residence or business suffering major theft or damage; or

4. any other unforeseen circumstance outside the control of the **Policyholder** or the **Covered Person**, not otherwise excluded under the **Policy**,

We will reimburse the **Policyholder** or the **Covered Person** the lesser of:

1. the non-refundable unused portion of their forfeited **Travel or Accommodation Expenses** paid in advance, including travel agent's cancellation fee; or

2. any necessarily incurred additional costs incurred to make alterations to the original **Journey** arrangements to travel at another time,

up to the amount shown on the **Schedule** against Section 6, Loss of Deposits, and subject to the applicable Excess.

Cancellation and Curtailment Expenses
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** necessarily incurs reasonable unbudgeted additional or forfeited **Travel or Accommodation Expenses** and/or out-of-pocket expenses due to:

1. the **Covered Person's** unexpected death, or a **Bodily Injury** or **Sickness** which results in the **Covered Person** being certified by a **Doctor** or **Dentist** as being unable to continue the **Journey** as planned; or

2. the unexpected death or **Serious Injury or Serious Sickness** of a **Close Relative**, **Close Colleague** or travelling companion of the **Covered Person**; or

3. the **Covered Person's** residence or business suffering major theft or damage; or

4 any other unforeseen circumstance outside the control of the **Policyholder** or the **Covered Person**, not otherwise excluded under the **Policy**,

We will reimburse the **Policyholder** or the **Covered Person** the greater of:

1. the non-refundable unused portion of their forfeited **Travel or Accommodation Expenses** paid in advance, including travel agent's cancellation fee; or

2. any necessarily incurred reasonable additional **Travel or Accommodation Expenses** and/or out-of- pocket expenses,

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up to the amount shown on the **Schedule** against Section 6, Cancellation and Curtailment Expenses, and subject to the applicable **Excess**.

Chubb Assistance (+64 9 374 1775) must be informed as soon as reasonably practicable of any potential claim under this Section in the event that additional **Travel or Accommodation Expenses** are likely to exceed $5,000.

Definitions Under Section 6

Travel or Accommodation Expenses means any amount that the **Policyholder** or the **Covered Person** has paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, meals or conference/seminar facilities.

Additional Cover Under Section 6

Frequent Flyer Points
If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Policyholder** or the **Covered Person** purchases an airline ticket (and/or other **Travel or Accommodation Expenses**) using frequent flyer or similar reward points and the airline ticket (and/or other **Travel or Accommodation Expenses**) is subsequently cancelled or curtailed as a result of an unforeseen circumstance outside the control of the **Policyholder** or **Covered Person** and the loss of such points cannot be recovered from any other source within a reasonable timeframe and after reasonable efforts have been made to seek recovery, **We** will reimburse the **Policyholder** or the **Covered Person** the retail price for that ticket (and/or other **Travel or Accommodation Expenses**) at the time it was issued to the maximum amount shown in the **Schedule** against Section 6, Frequent Flyer Points.

Funeral Expenses
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** dies, **We** will reimburse the **Policyholder** or the estate of the **Covered Person** up to the amount shown on the **Schedule** against Section 6, Funeral Expenses for:

- all reasonable expenses incurred in transporting the **Covered Person's** body or ashes and/or personal effects back to a place nominated by the legal representative of the **Covered Person's** estate; and
- all reasonable funeral, burial or cremation and associated expenses; and
- all reasonable expenses incurred for one (1) **Close Relative** to travel to and/or accompany the **Covered Person's** body or ashes back to a place nominated by the legal representative of the **Covered Person's** estate.

Pet Boarding Expenses
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person's Journey** is unexpectedly extended due to any unforeseen circumstances outside the control of the **Policyholder** or the **Covered Person**, which results in their planned **Journey** conclusion being delayed by more than twenty-four (24) hours, **We** will reimburse the **Policyholder** or the **Covered Person** for the necessary and reasonable additional pet boarding costs incurred as a result of their delayed return up to the amount shown in the **Schedule** against Section 6, Pet Boarding Expenses.

Volunteer Services Return Home
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** who is a member of a volunteer fire, ambulance or civil defence service is requested by such service to return to their **Country/location of Residence** to provide emergency assistance or services due to an unforeseen emergency, **We** will reimburse the **Policyholder** or the **Covered Person** up to the maximum benefit amount shown in the **Schedule** against Section 6, Cancellation and Curtailment Expenses for expenses incurred to return to their **Country/location of Residence**.

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Missed Transport Connection
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** misses a transport connection due to any unforeseen circumstances outside the control of the **Policyholder** or the **Covered Person** and, as a result, is likely to miss an officially scheduled meeting or conference which cannot be delayed because of their late arrival, **We** will reimburse the reasonable extra expenses necessarily incurred, net of any recoveries which the **Policyholder** or the **Covered Person** has received from any carrier, to enable the **Covered Person** to use alternative scheduled public transport services and arrive at their destination on time, up to the amount shown on the **Schedule** against Section 6, Missed Transport Connection.

Overbooked Flight
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** cannot board a confirmed scheduled flight due to overbooking and no alternative transport is made available within eight (8) hours of the scheduled departure time, **We** will reimburse the **Policyholder** or the **Covered Person** for any expenses incurred as a result of the delay up to the amount shown in the **Schedule** against Section 6, Overbooked Flight.

The benefit payable shall be reduced by any amount of compensation the **Covered Person** receives from the air carrier or any other source.

Conditions Under Section 6

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. Chubb Assistance (+64 9 374 1775) must be informed as soon as reasonably practicable of any potential claim under this Section in the event that additional **Travel or Accommodation Expenses** are likely to exceed $5,000.

2. To the extent that it is reasonably practicable, the **Policyholder** and/or the **Covered Person** must not attempt to resolve problems encountered without advising Chubb Assistance as this may prejudice reimbursement of expenses, which could result in the **Policyholder** or **Covered Person** being held liable for certain expenses.

3. A loss which is a result of **Incidental Private Travel** or **Directors and Executives Private Travel** shall be limited to a maximum per **Covered Person** per event as shown in the **Schedule** against Section 6, Incidental Private Travel and/or Directors and Executives Private Travel.

4. Out of pocket expenses such as phone charges, food and the like are limited to a maximum amount per day to a maximum amount per **Covered Person** as shown in the **Schedule** against Section 6, Out of Pocket Expenses.

5. The **Policyholder** or **Covered Person** must take reasonable steps to recover any refund, credit note or voucher they are entitled to. Where the **Policyholder** or **Covered Person** have received or been offered a refund, credit note or voucher for the cost of a booking, whether partially or in full, the amount offered or received is to be considered refundable.

Exclusions Under Section 6

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy", unless explicitly stated otherwise.

We shall not be liable for any expenses:

1. incurred where a **Journey** is planned and/or undertaken:

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a) by the **Covered Person** against the advice of a **Doctor** or **Dentist**; or
b) when the **Covered Person** is unfit to travel; or
c) for the purpose of the **Covered Person** to seek medical attention for a **Pre-Existing Condition**;

2. incurred directly or indirectly in relation to a terminal condition of the **Covered Person** which was diagnosed by a **Doctor** prior to a **Journey** being booked;

3. arising directly or indirectly out of:

a) the cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a published warning that such events were likely to occur prior to the **Covered Person** booking their **Journey**; or
b) carrier caused delays or cancellations where the expenses are recoverable from the carrier; or
c) any business or financial or contractual obligations of the **Policyholder**, the **Covered Person** or any other person; or
d) any change of plans which are not as a result of an unforeseen circumstance outside the control of the **Policyholder** or **Covered Person** or, any change of plans which are as a result of a disinclination on the part of the **Covered Person** or of any other person to undertake the **Journey**; or
e) the inability of any tour operator or wholesaler to complete arrangements for any **Journey** or tour due to a deficiency in the required number of persons to commence any **Journey** or tour; or
f) 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; or
g) civil unrest in circumstances where the civil unrest was in existence or there had been a published warning that such events were likely to occur prior to the **Covered Person** booking their **Journey**;

4. to the extent such expenses are recoverable by the **Policyholder** and/or a **Covered Person** from any other source;

5. for additional travel or accommodation which is payable under another section or benefit of this **Policy**;

6. associated with a **Serious Injury or Serious Sickness**, where the person on who the claim depends has:

a) received regular medical treatment or medication in the thirty (30) days immediately prior to the date the **Covered Person's Journey** was booked; or
b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the date the **Covered Person's Journey** was booked.

7. incurred where any loss or event is specifically covered, to any degree, or excluded elsewhere in the **Policy**, such as under Section 12 - Political and Natural Disaster Evacuation.

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Section 7 - Alternative Employee/Resumption of Assignment Expenses

Extent of Cover

Subject to the other terms, conditions, limits and exclusions under this **Policy**:

If during the **Period of Insurance**, the **Policyholder** necessarily incurs either **Alternative Employee Expenses** or **Resumption of Assignment Expenses** as the direct result of:

a) a **Covered Person** whilst on a **Journey** unexpectedly dying or suffering a **Bodily Injury** or **Sickness** which entirely prevents that **Covered Person** from carrying out their usual occupation and, in the case of **Bodily Injury** or **Sickness**, a **Doctor** certifies that the **Bodily Injury** or **Sickness** is likely to last for more than seven (7) days; or
b) a claim being admitted and accepted for the cancellation or curtailment of a **Covered Person's Journey** under Section 6, Cancellation and Disruption,

We will reimburse the **Policyholder** for either **Alternative Employee Expenses** or **Resumption of Assignment Expenses** up to the amount shown on the **Schedule** against Section 7, Alternative Employee/Resumption of Assignment Expense.

Definitions Under Section 7

Alternative Employee Expenses
means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the **Covered Person**.

Resumption of Assignment Expenses
means all reasonable and necessary expenses incurred in returning the **Covered Person** to re-commence an assignment within ninety (90) days of returning to their **Country/location of Residence** on written approval of **Our** medical advisor in consultation with the **Covered Person's** attending **Doctor** (where the context permits).

Conditions Under Section 7

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. Expenses shall be limited to a business class return air flight and other essential expenses incurred in the transportation of the substitute person to complete the assignment or the initial **Covered Person** resuming their assignment.

2. If a benefit is paid for **Alternative Employee Expenses**, then no benefit shall be payable for **Resumption of Assignment Expenses** for the same event.

Exclusions Under Section 7

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy", unless explicitly stated otherwise.

We shall not be liable for any expenses:

1. incurred where a **Journey** is undertaken:

    a) by the **Covered Person** against the advice of a **Doctor** or **Dentist**; or
    b) when the **Covered Person** is unfit to travel; or
    c) for the purpose of the **Covered Person** to seek medical attention for a **Pre-Existing Condition**; or

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2. which the **Policyholder** or the **Covered Person** had paid or budgeted for before the commencement of a **Journey**; or

3. incurred directly or indirectly in relation to a **Covered Person's** terminal condition which was diagnosed by a **Doctor** prior to the **Journey** being booked.

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Section 8 - Baggage and Travel Documents

Extent of Cover

Subject to the other terms, conditions, limits and exclusions under this **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**:

a) the **Covered Person** sustains **Loss** of, theft of or damage to **Baggage**, **Business Property**, **Electronic Equipment**, **Money** or **Travel Documents**, **We** will reimburse the **Policyholder** or the **Covered Person** in respect of such **Loss**, theft or damage up to the corresponding amounts shown on the **Schedule** against Section 8, Baggage and Business Property, Electronic Equipment or Money and Travel Documents and subject to the applicable **Excess**; or

b) the **Covered Person's Baggage** or **Business Property** is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight (8) consecutive hours, **We** will reimburse the **Policyholder** or the **Covered Person** for any reasonable expenses incurred by a **Covered Person** in purchasing essential replacement clothing and toiletries up to the amount shown in the **Schedule** against Section 8, Deprivation of Baggage.

Definitions Under Section 8

Baggage means personal property belonging to the **Policyholder** or a **Covered Person** or for which a **Covered Person** is legally responsible, taken on the **Journey** or acquired during the **Journey**. However, **Baggage** does not include household furniture or effects unless acquired by the **Covered Person** on the **Journey**.

Business Property means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

Documents means, for the purposes of the Identity Theft extension, papers or other items containing references to the **Covered Person's** identity including, but not limited to passport, drivers' licence, automatic teller machine cards, credit cards, share certificates, birth certificate, bank account details, building society account details, insurance policy documents, utilities account details or membership numbers of professional bodies.

Electronic Equipment means any computers (including laptops, notebooks and tablets), mobile phones, global positioning devices, personal music/recording/gaming devices, cameras, headphones and other electronic items of a similar nature, which are intended for either personal or business use.

Identity Theft means the theft of personal data or Documents relating to **Covered Person's** identity which results in their fraudulent use to obtain money, goods or services.

Loss means items which are unrecoverable due to circumstances outside the control of the **Policyholder** or **Covered Person**.

Money means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, credit cards, petrol and other coupons in the possession or control of the **Covered Person**.

Travel Documents means passports, travel tickets, visas, entry permits and other similar documents in the possession or control of the **Covered Person**.

Additional Cover Under Section 8

Repatriation of Belongings
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** sustains a **Bodily Injury** or **Sickness** for which they are hospitalised for a period of more than twenty- four (24) hours, or the **Covered Person** is evacuated/repatriated and as a result they are separated from their belongings, **We** will reimburse the **Covered Person** for any expenses reasonably and

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necessarily incurred in returning the **Covered Person's Baggage**, **Business Property**, **Electronic Equipment**, **Money** and/or **Travel Documents** to them, or to their usual place of residence or work. The maximum **We** will pay is shown in the **Schedule** against Section 8, Repatriation of Belongings.

Home Burglary Excess Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person's** usual place of residence is burgled, **We** will reimburse the **Covered Person** for the excess amount they are liable to pay under their home contents insurance policy, up to the maximum amount shown in the **Schedule** against Section 8, Home Burglary Excess Benefit.

Coins and Bank Notes
In respect of coins or bank notes held for the purpose of a **Journey**, cover shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the **Journey**, whichever is the latter and shall continue for seventy-two (72) hours after termination of the **Journey** or until deposit at a financial institution, whichever occurs first.

Business Property
In respect of any **Business Property** held for the purpose of a **Journey**, cover shall commence at the time of collection from the **Covered Person's** place of work or seventy-two (72) hours prior to commencement of the **Journey**, whichever is the latter and shall continue for seventy-two (72) hours after termination of the **Journey** or until it is returned to the **Covered Person's** place of work, whichever occurs first.

Keys and Locks
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** loses any identification documents and keys at the same time, **We** will reimburse the **Covered Person** for the actual costs incurred for the replacement of keys and locks to their home and/or motor vehicle up to the maximum amount shown in the **Schedule** against Section 8, Keys and Locks.

Data Recovery Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** suffers damage to their laptop or computer hard drive, any external drive, including but not limited to flash drive, external hard drive, SD card, or similar, **We** will indemnify the **Covered Person** for actual expenses incurred for the services of an information technology professional to recover data on the damaged drive.

Data recovery services must be carried out by a person or persons other than the **Covered Person's Close Relatives** or persons permanently living with the **Covered Person**. Benefit will be up to the amount shown in the **Schedule** against Section 8, Data Recovery Benefit.

Tools of Trade (Courier Costs)
In respect of any **Covered Person's** tools of trade and travellers samples, **We** shall pay for the urgent couriering of replacements to enable the **Covered Person** to continue to conduct business in the event of accidental loss, theft or damage of these items up to the maximum amount shown in the **Schedule** against Section 8, Tools of Trade (Courier costs).

Sports Equipment Hire
Notwithstanding Exclusion 1 (e) under this section, **We** will reimburse the **Policyholder** or **Covered Person** for the cost of hiring sports equipment if the **Covered Person's** sports equipment is lost, stolen or damaged whilst on an overseas **Journey** or is delayed in reaching the **Covered Person** for more than twelve (12) consecutive hours. **We** will pay the **Policyholder** or **Covered Person** up to the amount shown in the **Schedule** against Section 8, Sports Equipment Hire.

Identity Theft Extension
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** is the victim of **Identity Theft** as a result of their **Documents** having been stolen, **We** will indemnify the **Covered Person** for reasonable legal expenses, up to the maximum amount shown in the **Schedule** against Section 8, Identity Theft Extension:

- to pursue closure of any disputed arrears, accounts or credit facilities;

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- for re-submitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of **Identity Theft**;
- for notarising affidavits or other similar documents, amending or rectifying records in regard to the **Covered Person's** true name or identity as the result of **Identity Theft**;
- to defend any suit brought against the **Covered Person** by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of **Identity Theft**;
- to remove any civil judgment wrongfully entered against the **Covered Person** as a result of **Identity Theft**,

as long as the **Policyholder** or **Covered Person** has applied for consent to incur expenses by calling Chubb Assistance (+64 9 374 1775) and consent has been given by **Us**, such consent not to be unreasonably withheld or delayed.

Conditions Under Section 8

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. The **Covered Person** must take all reasonable precautions for the safety and supervision of their **Baggage**, **Business Property**, **Electronic Equipment**, **Money** and **Travel Documents**.

2. The **Covered Person** must report any **Loss**, theft, damage or deprivation of **Baggage**, **Business Property**, **Electronic Equipment**, **Money** or **Travel Documents** to either the police or the transport carrier as soon as reasonably practicable and where reasonably practicable, make a written report available at the time of making any claim.

3. The **Covered Person** must report any **Loss** or theft of a mobile phone to the service provider to have the device blocked using the IMEI number, and where practicable provide a confirmation from the service provider when submitting a claim.

4. The **Covered Person** must report any **Loss** or theft of automatic teller machine cards, credit cards, travellers' and other cheques or **Travel Documents** to the issuing authorities as soon as reasonably practicable and effect appropriate cancellation measures.

5. If **We** pay under this Section in respect of any property, **We** will be entitled to take and keep possession of such property and to deal with it in a manner which is reasonable in the circumstances.

6. **We** will, in consultation with the **Policyholder** and/or the **Covered Person** either:

    - repair or replace the articles with articles in the same condition but not with articles better or more extensive than the articles were when new; or
    - make payment of the cost of the articles in cash.

7. Despite the amount shown in the **Schedule** against Section 8, Baggage and Travel Documents, the maximum aggregate amount **We** will reimburse the **Policyholder** or the **Covered Person** in respect of a claim arising from the unauthorised or fraudulent use of **Money** or **Travel Documents** is $5,000.

8. Where the **Electronic Equipment** is a phone or tablet device, **We** will only reimburse the cost of the replacement device.

9. If **Our** prior written consent or approval is required for certain costs or expenses to be covered under this Section, and the **Policyholder** has not first made contact with **Us** and obtained **Our** approval prior to incurring these costs or expenses (where reasonably practicable to do so), **We** may be entitled to reduce **Our** liability under this Section to the extent that **Our** rights have been prejudiced, which could result in **Us** declining to cover some or all of the expenses that have been incurred.

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Exclusions Under Section 8

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy", unless explicitly stated otherwise. **We** shall not be liable for any **Loss**, theft, damage or expenses:

1. in respect of **Baggage**, **Business Property**, **Electronic Equipment**, **Money** or **Travel Documents**:

    a) due to confiscation by customs or any other lawful authority where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
    b) recoverable from any other source;
    c) shipped under any freight agreement or sent by postal or courier services (with the exception of the Repatriation of Belongings benefit under this Section);
    d) to vehicles or their accessories (except keys);
    e) to sporting equipment or bicycles whilst in use;
    f) to any electronic data or software except where payable under Data Recovery Benefit;
    g) caused by:

        i. activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
        ii. mechanical or electrical failure;
        iii. any process of cleaning, restoring, repairing or alteration;
        iv. scratching or breaking of fragile or brittle articles, if as a result of negligence of the **Policyholder** and/or the **Covered Person**.

2. in respect of **Electronic Equipment** and jewellery:

    a) where theft or attempted theft occurs whilst such an item(s) is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the **Covered Person** has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation);
    b) whilst carried in or on a **Conveyance**, unless:

        i. accompanying the **Covered Person** as personal cabin baggage or in respect to jewellery it being worn by the **Covered Person**; or
        ii. the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such items must be placed in the hold prohibiting the **Covered Person** from carrying the item(s) as personal cabin baggage. Where the **Covered Person** is so prohibited, the **Electronic Equipment** and/or jewellery must be reasonably and adequately packaged and protected from theft or damage.

3. in respect of **Money** and **Travel Documents**:

    a) arising out of devaluation of currency or shortages due to errors or failures to act during monetary transactions;
    b) due to the loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the **Journey**;
    c) whilst carried in or on a **Conveyance**, unless:

        i. accompanying the **Covered Person** as personal cabin baggage; or
        ii. the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such items must be placed in the hold prohibiting the **Covered Person** from carrying the item(s) as personal cabin baggage. Where the **Covered Person** is so prohibited, the **Money** or **Travel Documents** must be reasonably and adequately packaged and protected from theft or damage.

    d) where theft or attempted theft occurs whilst such an item(s) is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the

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Covered Person has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation).

4. in respect to **Identity Theft** for:

   a) any item which has been purchased by fraudulent use of the **Covered Person's** identity;
   b) any loss arising from any business pursuits or the theft of a commercial identity;
   c) any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the **Covered Person's** identity, where civil or criminal action is, or has been, taken against the **Covered Person**;
   d) authorised charges that the **Covered Person** has disputed based on the quality of goods or services;
   e) theft of the **Covered Person's** identity by a family member who lives with the **Covered Person** at the **Covered Person's** home address;
   f) any costs or expenses in connection with any claim not agreed in advance by **Us**;
   g) authorised account transactions or trades that the **Covered Person** has disputed, or are disputing, based on the execution (or nonexecution) of electronic transfers, trades or other verbal or written instructions or directions;
   h) an incident of **Identity Theft** for which the **Covered Person** has not:
      i. lodged a report with the Police; and/or
      ii. cannot provide a copy of the Police report, where reasonably practicable to do so.

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Section 9 - Personal Liability

Extent of Cover

Subject to the other terms, conditions, limits and exclusions of this **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** becomes legally liable to pay damages in respect of either **Personal Injury** to any person or **Property Damage** and such injury or damage is caused by an **Accident**, **We** will indemnify the **Covered Person** against such damages up to the amount shown on the **Schedule** against Section 9, Personal Liability.

We will also pay all legal costs and expenses which are recoverable by a claimant from the **Covered Person** and all legal costs and expenses incurred by the **Covered Person** with **Our** prior written consent (which will not be unreasonably withheld or delayed) in the investigation or defence of a claim as a direct result of the **Accident**, in addition to the amount shown on the **Schedule** against Section 9, Personal Liability.

However, in respect of occurrences happening in, or claims or legal proceedings brought or originating in, the United States of America or Canada, or any other territory within the jurisdiction of either such territory, legal costs and expenses are included in the amount shown on the **Schedule** against Section 9, Personal Liability and the payment of legal costs and expenses will erode that limit.

Definitions Under Section 9

Personal Injury means bodily injury, sickness, disease, death, disability, shock, fright, mental anguish or mental injury.

Property Damage means:
a) physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting there from; or
b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property

Additional Cover Under Section 9

Court Attendance Benefit
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person** is required to attend court in connection with an event that has resulted in a valid claim under this Section, **We** will pay an amount for each day the **Covered Person** attends court, up to the maximum amount as shown in the **Schedule** against Section 9, Court Attendance Benefit.

Conditions Under Section 9

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the **Policy**, unless explicitly stated otherwise.

1. No admission, offer, promise, payment or indemnity shall be made or legal costs and expenses incurred without **Our** written consent (which will not be unreasonably withheld or delayed) which can be applied for by calling Chubb Assistance (+64 9 374 1775).

2. **We** shall be entitled to take over and conduct in the **Covered Person's** name the defence or settlement of any claim that is wholly or partially covered under this section.

3. **We** will handle any proceedings covered under this section in a reasonable manner, and in co-operation with both the **Policyholder** and the **Covered Person** who is the subject of the claim.

4. **We** may at any time pay to the **Covered Person**, in connection with any claim or series of claims arising from the one original cause, the amount shown on the **Schedule** against Section 9, Personal Liability (after deduction of any amount(s) already paid as compensation) or any lesser

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amount for which such claim(s) can be settled and upon such payment being made, **We** shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

5. If **Our** prior written consent or approval is required for certain costs or expenses to be covered under this Section, and the **Policyholder** has not first made contact with **Us** and obtained **Our** approval prior to incurring these costs or expenses (where reasonably practicable to do so), **We** may be entitled to reduce **Our** liability under this Section to the extent that **Our** rights have been prejudiced, which could result in **Us** declining to cover some or all of the expenses that have been incurred.

Exclusions Under Section 9

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the **Policy**", unless explicitly stated otherwise.

We shall not be liable for any loss or damage or expenses under this Section 9 in respect of:

1. **Personal Injury** to any person:

   a) arising in the course of their employment, contract of service or apprenticeship, voluntary work, work experience or consultancy with the **Policyholder**; or
   b) who is a **Close Relative** of the **Covered Person**;

2. loss of or damage to property belonging to, held in trust by, or in the custody or control of the **Policyholder** or a **Covered Person**, other than temporary accommodation occupied by the **Policyholder** or a **Covered Person** in the course of a **Journey**;

3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when a **Covered Person** is the owner, driver or pilot thereof or has it in their care, custody or control or where the driver or pilot is an **Employee** or agent of the **Policyholder** or a **Covered Person**;

4. injury, loss or damage to property caused by or arising from:

   a) the nature of products sold by the **Policyholder** or a **Covered Person**;
   b) advice furnished by the **Policyholder** or by a **Covered Person**;
   c) the conduct of the **Policyholder's** business, trade or profession;

5. liability assumed under contract unless such liability would have attached in the absence of such contract; or

6. aggravated, exemplary or punitive damages or the payment of any fine or penalty;

7. any wilful, malicious or unlawful act or failure to act. This exclusion does not apply to any **Covered Person** who is not the perpetrator of any such wilful, malicious or unlawful act or who did not know of or condone any such act; or

8. **Personal Injury** or **Property Damage** arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water. Waste includes material to be recycled, reconditioned or reclaimed.

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Section 10 - Rental and Personal Vehicle Excess

Extent of Cover

Subject to the other terms, conditions, limits and exclusions of this **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**;

1. the **Covered Person** or **Policyholder** hires a **Rental Vehicle** which is subsequently stolen, damaged or involved in a collision whilst in the care of the **Covered Person**, **We** will reimburse the **Policyholder** or the **Covered Person** for the **Rental Vehicle Excess** up to the amount shown on the **Schedule** against Section 10, **Rental Vehicle Excess**; or

2. the **Covered Person** uses their personal motor vehicle for business purposes, and is involved in a collision for which they become legally liable, or their motor vehicle is stolen or damaged as the result of a **Carjacking Incident**, **We** will:

    a) reimburse an amount up to and including the prescribed excess or claim below the excess that would have been payable under the **Covered Person's** comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
    b) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the **Covered Person's** vehicle; and/or
    c) pay a weekly benefit to the **Covered Person** for the cost of hiring a similar motor vehicle in the event that they have lost total use of the damaged vehicle as a result of a collision.

The maximum amount **We** will pay in respect to any one (1) collision under paragraph 2 above (personal motor vehicle) for (a) and (b) combined is shown on the **Schedule** against Section 10, Personal Vehicle Excess and for (c) is shown on the **Schedule** against Section 10, Vehicle Hire.

Definitions Under Section 10

Carjacking Incident means the violent theft or violent attempted theft of a motor vehicle which is occupied by the **Covered Person** or whilst the **Covered Person** is entering or exiting the vehicle.

Rental Vehicle means a rented sedan, station wagon, hatchback or four-wheel drive (4WD) and other non- commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying a **Covered Person** in accordance with the **Rental Vehicle** hiring agreement and shall not include any other vehicle or use.

Rental Vehicle Excess means the amount the **Policyholder** or **Covered Person** is legally liable to pay under the **Rental Vehicle** hiring agreement if the **Rental Vehicle** is involved in an accident or is stolen during the rental period.

Additional Cover Under Section 10

Rental Vehicle Collection and Return Cover Extension
Rental Vehicle Excess cover is extended for a period of up to twenty-four (24) hours prior to commencement of the **Journey** and up to twenty-four (24) hours after the conclusion of a **Journey**. Cover will commence once the **Rental Vehicle** is in the control of the **Policyholder** or the **Covered Person** and conclude when it is returned to the **Rental Vehicle** owner.

Towing Expenses
If the **Covered Person's Rental Vehicle** or personal motor vehicle is involved in a collision or is damaged rendering it undriveable, or the **Covered Person** is deemed by a **Doctor** or **Dentist** as unfit to drive as a result of an **Bodily Injury** or **Sickness** suffered on a **Journey**, **We** will reimburse the **Policyholder** or the **Covered Person** for towing fees not covered under the **Rental Vehicle** agreement, or the **Covered**

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Person's comprehensive motor vehicle insurance policy, or roadside assistance agreement up to a maximum amount as shown in the **Schedule** against Section 10, Towing Expenses.

Conditions Under Section 10

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. As part of the arrangement for the rent or hire of the **Rental Vehicle**, the **Covered Person** must take all compulsory motor vehicle insurance provided by the rental organisation, against loss or damage to the **Rental Vehicle** during the rental period. Provided that the compulsory insurance has been taken up there is no additional requirement under the **Policy** to purchase excess buy back.

2. In the event of a claim regarding a **Covered Person's** personal motor vehicle, the **Covered Person** must supply **Us** with the following information, to the extent that the information is available to the **Covered Person**:

    a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the **Covered Person's** personal motor vehicle;
    b) evidence from the **Covered Person's** motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited.

    Note: Stating that the no claim allowance has been reduced by a certain percentage is insufficient (e.g. the no claim allowance was 60% and is now 40%). **We** will require evidence which shows the monetary value of the no claim allowance that has been lost by the **Covered Person**, including a copy of the last insurance renewal notice applicable to the **Covered Person**, and a summary of the total cost of the repairs (with complete details if possible).

Exclusions Under Section 10

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy", unless explicitly stated otherwise. **We** shall not be liable for any claims arising from:

1. any use of the **Rental Vehicle** or the **Covered Person's** personal motor vehicle by the **Policyholder**, a **Covered Person** or any other person operating the vehicle with the **Policyholder** or **Covered Person's** approval, that is in violation of the terms of the rental agreement or applicable motor vehicle insurance policy; or

2. the **Covered Person** being in charge of a **Rental Vehicle** or their personal motor vehicle whilst under the influence of a drug not prescribed by a **Doctor** or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident; or

3. the illegal or criminal use of a **Rental Vehicle** or the **Covered Person's** personal motor vehicle by the **Policyholder** or a **Covered Person**; or

4. the use of the **Rental Vehicle** or the **Covered Person's** personal motor vehicle by a **Covered Person** without holding a valid license for the country the motor vehicle is being operated in; or

5. the use of the **Rental Vehicle** or the **Covered Person's** personal motor vehicle when not comprehensively insured.

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Section 11 - Search and Rescue Expenses

Extent of Cover

Subject to the other terms, conditions, limits and exclusions of the **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey** outside their **Country/location of Residence**, the **Covered Person** is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

1. it is known or believed that the **Covered Person** may have sustained a **Bodily Injury** or suffered a **Sickness**; or

2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the **Covered Person** from sustaining a **Bodily Injury** or suffering a **Sickness**,

We will reimburse the **Policyholder** in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities to search for such **Covered Person** and to bring them to a place of safety. The maximum amount **We** will pay per **Covered Person** and per **Period of Insurance** is the amount shown in the **Schedule** against Section 11, Search and Rescue Expenses.

Conditions Under Section 11

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. The **Covered Person** must comply at all times with local safety advice and adhere to recommendations prevalent at the time.

2. The **Covered Person** must not knowingly endanger either their own life or the life of any other **Covered Person** or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.

3. **We** must be informed as soon as reasonably possible of any emergency that may potentially give rise to a claim.

4. Expenses are only payable for the **Covered Person's** proportion of the search and rescue operation.

5. Costs will only be covered up to the point where the **Covered Person** is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.

6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be provided to **Us** within a reasonable timeframe of the event of a claim.

7. Where any event covered under this Section is, or is subsequently found to be covered under:

   - Section 2, Kidnap and Ransom/Extortion Expenses; or
   - Section 3, Hijack and Detention; or
   - Section 4, Medical, Evacuation and Additional Expenses; or
   - Section 6, Cancellation and Disruption; or
   - Section 12, Political and Natural Disaster Evacuation,

   the benefit amount payable under this Section shall be in addition to any amount payable under such section.

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8. The maximum amount **We** will pay for all claims under Section 11, Search and Rescue Expenses arising out of any one (1) event or series of related events during any one (1) **Period of Insurance** shall not exceed the amount shown on the **Schedule** against Section 11, Aggregate Limit of Liability.

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Section 12 - Political and Natural Disaster Evacuation

Extent of Cover

Subject to the other terms, conditions, limits and exclusions of this **Policy**:

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey** outside their **Country/location of Residence** a **Covered Person** is forced to leave their current location due to:

1. a recommendation by officials in the country they are travelling, which is applicable to the **Covered Person**, to leave the country because in which they are travelling by officials in that country because of an immediate security threat such as a **War**, **Civil War**, civil unrest or political instability; or

2. the government of the **Covered Person's Country/location of Residence** issues a travel warning that recommends that certain categories of persons including the **Covered Person**, should leave that country; or

3. a **Covered Person** is expelled or declared persona non grata from that country; or

4. there is wholesale seizure, confiscation or expropriation of the **Covered Person's** property, plant or equipment in that country; or

5. a major natural disaster has occurred in the country the **Covered Person** is in, necessitating their immediate evacuation in order for them to avoid risk of **Bodily Injury** or **Sickness**,

We will reimburse the **Policyholder** or **Covered Person** up to the amount shown in the **Schedule** against Section 12, Evacuation Expenses:

- to return the **Covered Person** to their **Country/location of Residence** or to the nearest place of safety up to the cost of an economy class airfare (or business class airfare if that was the class of ticket originally purchased by the **Covered Person**); and
- for the reasonable accommodation costs up to a maximum of twenty one (21) consecutive days if the **Covered Person** is unable to return to their **Country/location of Residence**.

Additional Cover Under Section 12

Specialist Security Services
If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, it is deemed necessary by **Our** travel security and assistance provider to appoint specialist security personnel to provide assistance for, and if required be deployed to, the **Covered Person** due to a serious risk to their personal safety and/or security which is unforeseen and outside of the control of the **Covered Person** and **Policyholder**, then **We** will pay for the reasonable and necessary costs and expenses incurred by **Our** travel security and assistance provider on the **Policyholder's** behalf.

We will pay up to the amount shown on the **Schedule** against Section 12, Specialist Security Services.

Conditions Under Section 12

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions and Conditions Applicable to the Policy", unless explicitly stated otherwise.

1. If the **Covered Person** is required to leave the country they are in, **We** or **Our** travel security and assistance provider must be contacted beforehand, if it is reasonably practicable to do so, to confirm cover (+64 9 374 1775). Where possible, **We** and/or **Our** travel security and assistance provider will make the travel arrangements and in all cases, **We** will decide where to send the **Covered Person**.

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2. The maximum amount **We** will pay for all claims arising out of any one (1) event or series of related events during any one (1) **Period of Insurance** (inclusive of both evacuation expenses and specialist security service expenses incurred) shall not exceed the amount shown on the **Schedule** against Section 12, Aggregate Limit of Liability.

3. **We** retain the right to decline to provide specialist security services (as per the additional cover under this section) for any **Covered Person** whenever **Our** travel security and assistance provider reasonably determines that performing such services would subject appointed personnel to undue risk of physical harm or will subject **Our** travel security and assistance provider to undue risk.

Exclusions Under Section 12

The cover provided under this section is Subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to the Policy", unless explicitly stated otherwise. **We** will not pay any claim arising directly or indirectly from:

1. the **Covered Person** violating the laws or regulations of the country they are in;

2. the **Covered Person's** failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;

3. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;

4. failure to honour any contractual obligation or bond or to obey any conditions in a license;

5. the insurrection, **War**, **Civil War**, civil unrest, political instability or natural disaster that resulted in the **Covered Person's** evacuation being in existence prior to the **Covered Person** entering the country or its occurrence being foreseeable to a reasonable person before the **Covered Person** entered the country; or

6. a **Covered Person** being evacuated from their **Country/location of Residence**.

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Extensions Applicable to all Sections

Despite anything to the contrary in this **Policy**, and consistently with the cover provided by it under each section and with the **Policy's** terms and conditions, cover under each section extends to:

1. any person whom the **Policyholder** nominates during the **Period of Insurance** for cover under this **Policy** and includes, if nominated, any **Spouse/Partner** and/or **Dependent Child(ren)** provided their trips are declared and evidence can be shown as proof;

2. any **Journey** which:

    i. commences during the **Period of Insurance**; and
    ii. finishes after the last day of the **Period of Insurance**, where the **Policyholder** has cancelled or not renewed the **Policy** with **Us** and the **Policyholder** has not incepted a replacement policy with any other insurance provider (if a travel insurance policy has been placed with another insurance provider, then irrespective of whether or not they have accepted liability for the **Journeys** commenced during **Our Period of Insurance**, there is no extension of cover under this **Policy**);

provided always that cover will not extend beyond the number of days specified in the **Schedule** against **Journey** (maximum duration of any one trip) from the last day of the **Period of Insurance** or the date on which the **Journey** was scheduled to end, whichever is earlier.

Automatic Extension of Cover

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Journey**, the **Covered Person's** original expected return to their **Country/location of Residence** is postponed due to delay of transport which is outside the control of the **Covered Person**, or due to the **Covered Person's** inability to travel as a result of a **Bodily Injury** or **Sickness** for which a claim is payable under this **Policy**, **We** will automatically extend the **Covered Person's** cover for that **Journey** under this **Policy** for up to three (3) calendar months from the date of the **Covered Person's** original expected return to their **Country/location of Residence**, including any such time that falls outside the **Period of Insurance**.

War/Civil War Coverage Extension

This **Policy** will extend to provide cover to a **Covered Person** who is on a **Journey** in the event that **War** or **Civil War** breaks out in the country or location in which the **Covered Person** is situated.

Cover will extend for the first forty-eight (48) hours of the **War** or **Civil War** breaking out. After such time, all cover with respect to **War** or **Civil War** shall cease, unless **We** have been notified and have agreed in writing to extend coverage for the duration of the **Covered Person's Journey**. An additional **Premium** may be charged on each declaration.

There will be no cover under this extension:

a) if the country/location in which the **Covered Person** is travelling was engaged in **War** or **Civil War** at the time the **Journey** commenced; or
b) the **War** or **Civil War** breaks out in New Zealand or the **Covered Person's Country/location of Residence.**

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General Exclusions Applicable to the Policy

These general exclusions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

The definition of **Journey** does not include normal commuting between the **Covered Person's** normal place of residence and business.

We will not pay benefits with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which:

1. directly or indirectly results from a **Covered Person** engaging in or taking part in:

    a) flying, or aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
    b) training for and/or participating in **Professional Sport** of any kind; or
    c) hunting of any sort, racing of any sort (other than on foot), playing polo, rodeo, contact sports, mountaineering or rock climbing using ropes or climbing equipment (other than hiking), pot holing, caving, abseiling, BASE jumping, kite surfing; or
    d) ballooning, bungee jumping, parasailing, white-water rafting, black-water rafting or white-water kayaking unless carried out with a licensed operator; or
    e) diving underwater using an artificial breathing apparatus unless the **Covered Person(s)** holds a recognised diving qualification and the **Covered Person(s)** is/are diving within the limits of that qualification, or the **Covered Person(s)** is/are diving under the direct supervision of a qualified diving instructor; or
    f) motorcycling, if the driver does not hold a valid license for the country the motorcycle is being operated in, or the **Covered Person(s)** is/are not wearing a helmet, or where the motorcycle has an engine capacity more than 200cc; or
    g) snow skiing/boarding outside designated commercial ski field areas, or in areas within designated commercial ski fields that are closed due to adverse conditions.

2. directly or indirectly results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Policyholder**, a **Covered Person**, a **Spouse/Partner** or **Dependent Child**. This exclusion does not apply to the **Policyholder** or any **Covered Person** who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, a **Policyholder** cannot benefit under this **Policy** from such act of a **Covered Person**;

3. is covered:

    a) in part or whole by the New Zealand Accident Compensation Corporation;
    b) by any workers compensation legislation;
    c) by any transport accident legislation;
    d) by any government sponsored fund, plan or medical benefit scheme;
    e) by any other insurance policy (including those that are required to be effected by or under law), or
    f) by any reciprocal health agreement between the **Covered Person's Country/location of Residence** and any other country,

    but only to the extent to which the loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** is in fact covered by one or more of these schemes or policies. **We** will cover loss, damage or expense in excess of such other scheme or policy providing that the **Covered Person** or **Policyholder** has pursued a claim against that scheme or policy to final resolution, subject to the terms, conditions, exclusions and limits of this **Policy**.

4. results from **War**, **Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power. This exclusion 4. does not apply to the War/Civil War Coverage Extension.

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5. would result in **Our** contravening the laws of New Zealand, including the *Insurance (Prudential Supervision) Act 2010 and Anti-Money Laundering and Countering Financing of Terrorism Act 2009,* as updated from time to time, or any amendment to, or consolidation or re-enactment of, those Acts or those Rules.

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General Provisions and Conditions Applicable to the Policy

These general conditions and provisions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

Age Limitations

1. In respect to each **Covered Person** aged seventy-five (75) years or over and under eighty (80) years at the time of loss;

   a) cover under Section 1, Personal Accident and Sickness, Part A, **Events** 1 -19 is limited to a maximum of $250,000 or as otherwise shown in the **Schedule**, whichever is the lesser; and
   b) no benefit is payable under Section 1, Personal Accident and Sickness Parts B & C, **Events** 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness); and
   c) no benefit is payable under Section 1, Personal Accident and Sickness, Additional Benefit 3. Death by Natural Causes Benefit.

   This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** has attained the age of seventy- five (75) years.

2. In respect to each **Covered Person** aged eighty (80) years or over and under ninety (90) years at the time of loss;

   a) cover under Section 1, Personal Accident and Sickness, Part A, **Events** 1 -19 is limited to a maximum of $100,000 or as otherwise shown in the **Schedule**, whichever is the lesser; and
   b) no benefit is payable under Section 1, Personal Accident and Sickness, Parts B & C, **Events** 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness); and
   c) no benefit is payable under Section 1, Personal Accident and Sickness, Additional Benefit 3. Death by Natural Causes Benefit.

   This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** has attained the age of eighty (80) years.

3. In respect to each **Covered Person** aged ninety (90) years or over at the time of loss;

   a) cover under Section 1, Personal Accident and Sickness, Part A, Event 1, (Accidental Death) and **Events** 3-19 are limited to a maximum of $25,000; and
   b) no benefit is payable under Section 1, Personal Accident and Sickness, Part A, Event 2, (Permanent Total Disablement); and
   c) payable under Section 1, Personal Accident and Sickness Parts B & C, **Events** 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness); and
   d) no benefit is payable under Section 1, Personal Accident and Sickness, Additional Benefit 3. Death by Natural Causes Benefit e) any loss under any Section of the **Policy** as a direct or indirect result of a **Pre-Existing Condition(s)** is excluded.

   This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** has attained the age of ninety (90) years.

4. In respect to each **Dependent Child(ren)** who is under sixteen (16) years of age at the time of loss;

   a) there is no cover under Section 1, Personal Accident and Sickness, Part A, Event 1, (Accidental Death) or Additional Benefit 3 (Death by Natural Causes Benefit); and
   b) cover under Section 1, Personal Accident and Sickness, Part A, **Events** 2-19 are limited to a maximum of $250,000.

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Blue Water

This general condition applies to all claims arising out of a **Covered Person** being on board a blue-water sailing vessel under the supervision of the **Policyholder**. This general condition imposes additional conditions and limitations on the cover provided under this **Policy**, and will apply in addition to the terms, limits, conditions and exclusions of the Section that the claim is being made under.

While the **Covered Person** is onboard the vessel while the vessel is sailing in the open ocean, the **Covered Person** is only entitled to the benefits listed under Section 4, Medical Evacuation and Additional Expenses and Section 5, Chubb Assistance and Security Advice. The **Covered Person** is not entitled to any benefit under any other Section of the **Policy**. The **Covered Person's** entitlement to the benefits under Sections 4 and 5 is subject to the following additional conditions and limitations:

a) The maximum amount payable under Section 4, Medical, Evacuation and Additional Expenses is limited to $1,000,000 per event and an **Excess** of $1,000 applies.

b) Despite what appears in paragraph 4. of the definition of **Medical, Evacuation and Additional Expenses**, the only expenses that **We** will pay which relate to the evacuation of the **Covered Person** as a direct result of their **Bodily Injury** or **Sickness** will include:

   i. reasonable expenses incurred in transporting the **Covered Person** from the nearest port to the nearest suitable medical centre, as approved in advance by Chubb Assistance. **We** will not pay any costs associated with air or sea lifts from the vessel to the port;
   ii. reasonable expenses incurred to return the **Covered Person** to either the port that the vessel is located in, or if the vessel has moved on, to an international airport.

While the **Covered Person** is either onboard the vessel while the vessel is in port or in the immediate vicinity of the vessel while the vessel is in port, the **Covered Person's** entitlement to the benefits under Section 8, Baggage and Travel Documents is subject to the following additional conditions and limitations:

a) **Our** maximum liability for the **Loss** of, theft of or damage to **Baggage** is limited to $10,000 per **Covered Person** per event. An **Excess** of 10% of the covered loss will apply.

b) **Our** total maximum liability for all claims involving the **Loss** of, theft of or damage to **Baggage** is limited to $50,000 for the **Period of Insurance**.

c) **Our** maximum liability for the Loss of, theft of or damage to **Money** or **Travel Documents** is limited to $1,000 per **Covered Person** per event. An **Excess** of 10% of the covered loss will apply.

Change of Business Activities

The **Policyholder** must inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder's** business activities which to the knowledge of the **Policyholder** or of a reasonable person in the position of the **Policyholder** would increase the risk of a claim being made under this **Policy**. Examples of such changes include, but are not limited to, an increase in the number of trips, a change from office based risk to field based risk or commencing the use of **Non-Scheduled Flights**.

Currency

All amounts shown on the **Policy** are in New Zealand Dollars (NZD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand dollars (NZD) will be the rate at the time of incurring the expense or suffering a loss.

Notice of Claim

The **Policyholder** or **Covered Person** or any other person entitled to claim under this **Policy** (Claimant) must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A **Claimant's** failure to furnish **Us** with notice within the time provided in the **Policy** will not invalidate any claim but **We** may reduce **Our** liability under the **Policy** to the extent to which **We** have suffered any prejudice due to such

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failure. The **Claimant** must at their expense give **Us** such certificates, information and other documentation as **We** may reasonably require and which are within the **Claimant's** power to provide. **We** may at **Our** own expense have any **Claimant**, who is the subject of a claim under the **Policy**, medically examined from time to time (so long as the frequency is not unreasonable in the circumstances).

Subrogation

In the event of any payment under the **Policy**, **We** shall be subrogated to the **Claimant's** rights to recover an equivalent sum to what **We** have paid against any person or entity other than the **Policyholder**, a **Covered Person** or other persons covered by this **Policy**. A **Claimant** must execute and deliver any instruments and papers and do whatever else is reasonably necessary and within their power to enable **Us** to secure such rights. A **Claimant** must not take action after any loss which will prejudice **Our** rights to subrogation.

We will not be liable for a loss where the **Claimant** is a party to an agreement that excludes or limits **Our** rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the **Claimant** may prejudice the **Claimant's** rights with regard to a claim if the **Claimant** makes or has made any agreement with a third party that will prevent **Us** from recovering the loss the subject of the claim from that party or another party.

Cancellation

The **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing. The cancellation will take effect at 4.01pm New Zealand Time on the date **We** receive the written cancellation. **We** shall retain a pro-rata proportion of the **Premium** for the time the **Policy** has been in force and refund the balance to the **Policyholder**.

However, **We** will not refund any **Premium** if **We** have paid a benefit under the **Policy**.

We may cancel this **Policy** by giving the **Policyholder** written notice, to the address on file for the **Policyholder**, if the **Policyholder**:

- breaches the Duty of Disclosure;
- makes a misrepresentation to **Us** before or at any time the **Policy** was entered into;
- breaches a provision of the **Policy**;
- engages in any act or omission which under the terms of the **Policy** authorises **Us** to refuse to pay a claim either in whole or in part.

If **We** cancel the **Policy We** shall refund the **Premium** less an amount to cover the period for which the **Policyholder** was insured, however, **We** will not refund any **Premium** if **We** have paid a benefit under the **Policy**. Automatic cancellation of the **Policy** may occur without any written notice from **Us** if the **Policyholder** is paying the **Premium** and the **Policyholder** does not pay an instalment within ninety-one (91) days of when it is due.

The cancellation takes effect from the date the **Premium** the **Policyholder** has paid **Us** ceases to cover the insurance under this **Policy**.

Breach of Conditions

If the **Policyholder** or a **Covered Person** is in breach of any of the conditions of the **Policy** (including a claims condition), **We** may decline to pay a claim to the **Policyholder** or **Covered Person** in breach if the claim is substantially affected by the breach, to the extent permitted by law.

Sanctions Clause

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

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Aggregate Limit of Liability (Applicable to Sections 1 and 2 only)

This condition is only applicable to Section 1, Personal Accident and Sickness and Section 2, Kidnap and Ransom/Extortion.

1. Except as stated below, **Our** total liability for all claims arising under Section 1, Personal Accident and Sickness and Section 2, Kidnap and Ransom/Extortion in respect of any one (1) **Accident** or series of **Accidents** arising out of any one (1) occurrence during the **Period of Insurance** shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability (A).

2. **Our** total liability for all claims arising under Section 1, Personal Accident and Sickness and Section 2, Kidnap and Ransom/Extortion in respect of any one (1) **Accident** or series of **Accidents** arising out of any one (1) occurrence during the **Period of Insurance** relating directly to a **Non-Scheduled Flight**(s) shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability (B).

3. In the event that claims are made under the **Policy** which exceed the above Aggregate Limits of Liability, **We** shall reduce the payments made with respect to each **Covered Person** in such manner as **We** may reasonably determine. If claims made under the **Policy** do not exceed the above Aggregate Limits of Liability, but **We** have reduced payments under this condition, **We** will make additional payments to each affected **Covered Person** to reimburse the reduction in payments proportional to the remaining Aggregate Limit.

4. **Our** liability for any one (1) event giving rise to a claim under the **Policy** with respect to **War** and/or **Civil War** shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability (C).

5. **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to **War** and/or **Civil War** in any shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability (D), with **Our** liability to cease altogether at the end of the **Period of Insurance**, irrespective of whether a **Journey** has been completed.

6. **Our** total liability for all claims arising under Section 2, Kidnap and Ransom/Extortion Cover in respect of any one (1) insurable event or series of events arising out of any one (1) occurrence during the **Period of Insurance** shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability (E).

Proper Law

Any dispute arising under the **Policy** or concerning its formation shall be governed by the laws of New Zealand. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within New Zealand and to comply with all requirements necessary to give such court jurisdiction. All matters arising under this **Policy** shall be determined in accordance with the law and the practice of such court.

Singular/Plural

If it is consistent with the context of any clause in this **Policy**, the singular includes the plural and vice versa.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the **Policy** are not to be construed or interpreted by reference to such headings.

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Assistance and Co-operation

The **Policyholder** shall co-operate with **Us** and upon **Our** request, assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Policyholder** because of **Bodily Injury** or damage with respect to which insurance is afforded under the **Policy**. In that regard, the **Policyholder** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses to the extent that it is within the **Policyholder's** power to do so. The **Policyholder** shall not, except at the **Policyholder's** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Due Diligence

The **Policyholder** and all **Covered Person(s**) will exercise due diligence in undertaking all reasonable steps to avoid or reduce any loss under the **Policy**.

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About Chubb New Zealand

Chubb is the world's largest publicly traded property and casualty insurer. Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers.

More information can be found at www.chubb.com/nz.

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