

Trip Cover

Policy Wording

CHUBB®

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Important Information about this Policy Wording

This document is Our insurance Policy Wording and describes the insurance contract between You and Us. It has been prepared to assist You in understanding Trip Cover travel insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document before making a decision.

Please note that other documents may form part of Our Policy Wording, such as the Certificate of Insurance, and may amend the standard terms, conditions and exclusions contained in this Policy Wording. If they do, We will tell You in the relevant document.

Please keep this document, Your Certificate of Insurance and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future.

Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details.

You can contact Us on 0800 422 346 (Monday to Friday 10:30am - 7:00pm) or write to Us at Chubb Insurance New Zealand Limited, PO Box 734, Auckland 1010.

General Advice

Any general advice that may be contained within this Policy Wording or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

Preparation Date

This Policy Wording was prepared on 24 June 2016.

About the Insurer

Chubb Insurance New Zealand Limited (Company No. 104656, FSP No.35924) (Chubb) is the insurer 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 0800 422 346
F +64 9 303 1909
E travel.nz@chubb.com

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 objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers. Further information about the Code is available at www.icnz.org.nz and on request.

Duty of Disclosure

Your Duty of Disclosure

Before You apply for, renew or change an insurance contract, You have a legal duty of disclosure to Us.

What You must tell Us

You have a general duty to:

- tell Us any facts or circumstances that may affect Our decision to insure You or an Insured Person and on what terms (regardless of whether or not a specific question is asked about it); and
- ensure that You have provided complete, accurate and relevant information to Us.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by Us.

Any change in circumstances or contact details should also be disclosed to Us as soon as possible. Please ask Us for advice if You are unsure what information is material.

If you do not tell Us

If You do not tell Us something You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Who needs to tell Us

It is important that You understand You are disclosing to Us in this way for You and anyone else that You want to be covered by the Policy.

The Meaning of Certain Words

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions, located at page 18 of this Policy Wording. Please refer to the Definitions for their meaning.

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

Selecting Your Cover

It is Your responsibility to identify whether coverage under this Policy is appropriate for Your requirements.

Who can purchase this Policy

- You must at least be eighteen (18) years old when You purchase a Policy.
- This Policy can be purchased for a person under eighteen (18) years of age whose legal guardian has purchased a ticket for a Journey or One Way Trip (as defined in the Policy Wording) on their behalf.

Who is covered under this Policy

This insurance only covers Journeys or One Way Trips (as defined in the Policy Wording).

This Policy automatically covers all of the travellers named on an Interislander or KiwiRail Scenic Journeys booking summary. There is no option to select cover for only one or some of the travellers named on an Interislander or KiwiRail Scenic Journeys booking summary.

Coverage Type

One Way Trip	Cover for Your One Way Trip in New Zealand, commencing and ending at an Interislander ferry terminal or KiwiRail Scenic Journeys railway station/bus station or ending upon checkout on or before the designated checkout time noted on your KiwiRail Scenic Journeys escapes booking summary.
Round Trip	Cover for Your return trip Journey in New Zealand, commencing and ending at an Interislander ferry terminal or KiwiRail Scenic Journeys railway station/bus Station.

Summary of Benefits

The following table summarises the benefits We can provide and can be used as a quick reference tool. Maximum benefit limits and sub-limits apply as set out in the below tables.

A detailed description of the cover under this Policy is set out in the Benefits section, located at page 7 of this Policy Wording. The cover provided under this Policy is subject to the terms, conditions and exclusions contained in this Policy Wording.

Summary of Benefits Table

Benefits	Maximum Benefit amounts payable per Insured Person	
1.	Loss of Deposits and Cancellation Charges a) Airfares (sub limit)	\$2,500 \$200
2.	Luggage and Travel Documents a) Limit any one item b) Electronic Equipment (sub-limit) c) Travel Documents (sub-limit) d) Waterborne Craft (sub limit)	\$10,000 \$2,500 \$5,000 \$1,000 \$150
3.	Luggage Personal Effects Delay	\$1,000
4.	Travel Delay	\$500
5.	Rental Vehicle Excess (Interislander only)	\$2,500
6.	Personal Liability	\$1,000,000
7.	Accidental Loss of Life a) Dependent Child (sub limit)	\$25,000 \$10,000
8.	Search and Rescue Expenses	\$10,000 per Event
9.	Hijack and Detention a) Daily Amount (sub limit) b) Maximum Amount c) Legal Expenses	\$1,000 \$15,000 \$50,000

Period of Cover

The cover provided under Section 1 Loss of Deposits and Cancellation Charges is available from the Issue Date (as defined in the Policy Wording) and ends on the End Date (as defined in the Policy Wording). All other cover start on the Start Date (as defined in the Policy Wording) and ends on the End Date.

Free Extension of Period of Insurance

Where Your Journey and scheduled End Date is necessarily delayed due to an unforeseen circumstance outside Your control, Your Period of Insurance will be extended until Your Journey is able to be completed. The Period of Insurance will not be extended for any other reason.

Benefits

Cover is provided under this section if You have purchased this Policy in connection with Your Journey or One Way Trip, as evidenced by Your Interislander or KiwiRail Scenic Journeys booking summary.

Where We have agreed to enter into a Policy with You, in return for You paying Us the required premium, We will provide You with cover for the following benefits. Cover is only provided for each applicable benefit:

- up to the maximum limits specified in the Summary of Benefits Tables above; and
- subject to the terms, conditions and exclusions of the Policy.

Section 1 - Loss of Deposits and Cancellation Charges

Cover under Section 1 begins from the Issue Date of Your Policy, as shown on Your Certificate of Insurance.

We will pay under Section 1:

1. If, during the Period of Insurance, Your Journey or One Way Trip is cancelled, curtailed or unable to be completed because of the unforeseeable death, Accidental Injury or Sickness or Disease of Your Travelling Companion, Relative or Business Partner or because of any other unforeseen circumstances outside Your control, We will pay You the non-refundable unused portion of all travel costs relating to Your Journey or One Way Trip prepaid in advance up to the maximum benefit amount shown in the Summary of Benefit Table.
2. If You purchase an Interislander ferry ticket, Interislander Day Excursion or Interislander Short Break using Nautical Dollars and it is cancelled during the Period of Insurance as a result of an event listed in clause 1 above and the loss of Nautical Dollars cannot be recovered from Interislander, We will pay You the retail price for that Interislander ferry ticket, Interislander Day Excursion or Interislander Short Break, equivalent to its value at the time it was purchased.

We will not pay under Section 1:

For loss caused by or arising from:

1. cancellation, curtailment or diversion of scheduled public transport services, including by strikes or other industrial action, if there had been warning before the date the Journey was booked that such events were likely to occur;
2. any change of plans or disinclination on Your part or that of any other person to travel;
3. any business, financial or contractual arrangements or obligations of You or any other person;
4. the Mechanical Breakdown of a Conveyance;
5. carrier caused delays where the cost of the expenses is recoverable from the carrier;
6. any Pre-existing Medical Condition You or Your Travelling Companion have. This exclusion does not apply to the Approved Pre-existing Medical Conditions set out in the table below;
7. any Pre-existing Medical Condition any other person has unless the person is hospitalised or dies in New Zealand after the Issue Date of the Policy and at the Issue Date You have a reasonably held view that the chance of a claim being made in relation to the Pre-existing Medical Condition was highly

unlikely. This exclusion does not apply to the Approved Pre-existing Medical Conditions set out in the table below;

8. the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, Interislander or KiwiRail Scenic Journeys, other transportation 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.

Approved Pre-Existing Medical Conditions

The following listed medical conditions are automatically covered under this Policy, and are not subject to Exclusions 6 and 7 above. The time frames applicable to each medical condition apply from the Issue Date Your Policy on Your Certificate of Insurance.

Asthma	If You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months
Diabetes Non-Insulin Dependent	If You were diagnosed over twelve (12) months ago and have not had any complications in the last twelve (12) months. You must also have a blood sugar level reading between 4 and 10.
Epilepsy	If there are no underlying medical conditions and You have not required treatment by a Doctor for a seizure in the last twelve (12) months.
Gout	If the gout has remained stable for the past six (6) months.
Hiatus Hernia	If no surgery is planned in the next two (2) years.
Hip Replacement	If performed more than six (6) months ago.
High Blood Pressure	If You have no known heart conditions and Your current BP reading is below 165/95.
High Cholesterol	If You have no known heart conditions.
Peptic Ulcer	If Your condition has remained stable for more than six (6) months.
Prostate Cancer	If You have a Gleason Score P.S.A Prostate Specific Antigen of 3.0 or less.
Stroke	If the stroke occurred more than twelve (12) months ago and no further rehabilitation or specialist review is planned.
Underactive Thyroid	If not as a result of a tumour.

Section 2 – Luggage and Travel Documents

We will pay under Section 2:

If, during the Period of Insurance and while on a Journey or a One Way Trip, You sustain loss or theft of or damage to luggage, Electronic Equipment or Travel Documents, We will indemnify You in respect of such loss, damage or theft up to the maximum benefit amount shown in the Summary of Benefit Table.

Conditions applicable to Section 2:

1. You shall take all reasonable precautions for the safety and supervision of luggage, Electronic Equipment and Travel Documents.
2. We will pay You for the loss of, or replacement of, or repair of the items concerned and payment will be based on the item's current purchase price subject to a deduction for wear and tear.

3. In the event that a payment is made under this section in respect of any replaced property, We shall be entitled to take and keep possession of the property being replaced and to deal with it in any manner We see fit.

We will not pay under Section 2:

We will not pay for any:

1. loss or theft of or damage to items which is not reported to the police and Interislander or KiwiRail Scenic Journeys within twenty- four (24) hours of the incident occurring. All reports must be confirmed in writing by the police and Interislander or KiwiRail Scenic Journeys at the time of making the report;
2. loss or theft of or damage to items left unattended in any motor vehicle unless the vehicle is locked, the items are stored out of sight and forced entry is gained;
3. loss or theft of or damage to items left unattended in any motor vehicle between the hours of 11pm and 5am (even if stored out of sight);
4. loss or theft of or damage to jewellery or Electronic Equipment left unattended in any motor vehicle at any time (even if stored out of sight);
5. loss or theft of or damage to jewellery or Electronic Equipment whilst carried in or on any Conveyance, unless they accompany You as personal cabin baggage. Cover will apply if Interislander or KiwiRail Scenic Journeys has specifically instructed You that such items must be placed in the hold and no prior instruction or advice regarding this requirement was available to You prior to checking in;
6. loss or theft of or damage to items left Unattended in a Public Place;
7. loss or theft of or damage to sporting equipment and bicycles whilst in use;
8. loss or theft of or damage to items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied;
9. loss or theft of or damage to Waterborne Craft of any description. This exclusion does not apply to the excess payable by You in the event of a valid claim under any comprehensive contents or boat policy that You may have in place, provided the Waterborne Craft was being carried or transported by a trailer on the Interislander ferry and the loss occurred while either boarding, on board or disembarking the Interislander ferry. The maximum we will pay for any such excess is \$150.
10. damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles or to lenses in cameras, video cameras or binoculars;
11. damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
12. loss or theft of or damage to negotiable instruments or any cash, bank or currency notes, postal or money orders.

Section 3 - Luggage and Personal Effects Delay

We will pay under Section 3:

If, during the Period of Insurance and while on a Journey or a One Way Trip, and in the event of Interislander or KiwiRail Scenic Journeys losing or temporarily mislaying Personal Effects for more than eight (8) hours, We will reimburse any reasonable expenses incurred by You in purchasing essential replacement clothing or requisites up to the maximum benefit amount shown in the Summary of Benefit Table.

Terms and conditions applicable to Section 3:

You must provide Us with written confirmation from Interislander or KiwiRail Scenic Journeys of the cause and period of delay. You must also provide Us with receipts for the expenses incurred.

Section 4 - Travel Delay

We will pay under Section 4:

If, during the Period of Insurance and while on a Journey or a One Way Trip, Your Conveyance is delayed by more than six (6) hours due to circumstances outside Your control and you are unable to board the next available Conveyance to Your destination and/or as the result of delay you are unable to board another Conveyance to Your destination the same day as the delay. We will reimburse You the reasonable cost of accommodation, meals and toiletries incurred during this delay up to the maximum benefit shown in the Summary of Benefit Table.

Terms and conditions applicable to Section 4:

You must provide Us with written confirmation from Interislander or KiwiRail Scenic Journeys of the cause and period of delay. You must also provide Us with receipts for the expenses incurred.

Section 5 - Rental Vehicle Excess

Please note this benefit is not available for any KiwiRail Scenic Journey.

We will pay under Section 5:

If, during the Period of Insurance and while on a Journey or a One Way Trip, and while Your Rental Vehicle is on board the Interislander ferry, You become liable to pay a Rental Vehicle insurance excess as a result of a collision involving damage to or theft of a Rental Vehicle whilst in Your control, We will reimburse You for the excess up to the maximum benefit amount shown in the Summary of Benefit Table.

We will not pay under Section 5:

We will not pay:

1. for any damages unless as part of the Rental Vehicle arrangement, You have accepted any compulsory motor insurance provided by the Rental Vehicle organisation, against loss or damage to the Rental Vehicle during the rental period;
2. for any collision or theft arising from the operation of a Rental Vehicle in violation of the terms of the rental agreement or applicable motor vehicle insurance Policy;
3. if You don't hold a current motor vehicle drivers licence;
4. if You have embarked the Rental Vehicle on-board the Interislander ferry in contradiction to the terms and conditions of the rental agreement;
5. if You do not report the damage to the Rental Vehicle organisation as soon as possible within twenty-four (24) hours.

Section 6 - Personal Liability

*We **will pay** under Section 6:*

If, during the Period of Insurance and while on a Journey or a One Way Trip, You become legally liable to pay damages to any person in respect of either Personal Injury or Property Damage and such damage is caused by an accident, We will indemnify You against such damages up to the maximum benefit amount shown in the Summary of Benefit Table.

Conditions applicable to Section 6:

1. No admission, offer, promise, payment or indemnity to a third party shall be made without Our written consent.
2. We shall be entitled to take over and conduct in Your name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.
3. We may at any time pay You, in connection with any claim or series of claims arising from the one original cause, the amount shown on the Certificate of Insurance against Section 6 (after deduction of any amount(s) already paid as compensation) or any lesser 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.

*We **will not pay** under Section 6:*

We will not pay for any loss in respect of:

1. Personal Injury to any person arising in the course of their employment, contract of service or apprenticeship;
2. loss or theft of or damage to property belonging to or held in trust by or in the custody or control of You;
3. Personal Injury or Property Damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle, aircraft or watercraft, when You are the owner, driver or pilot thereof or have it in Your care, custody or control;
4. Personal Injury or Property Damage caused by or arising from:
 - a) products or the nature of products sold by You;
 - b) advice furnished by You; or
 - c) the conduct of Your business, trade or profession;
5. liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty;
7. liability arising out of the transmission of a sexually transmittable disease.

Section 7 - Accidental Loss of Life

*We **will pay** under Section 7:*

If during the Period of Insurance, and whilst on a Journey or a One Way Trip, You suffer an Accidental Injury that solely results in Your Accidental Loss of Life, We will pay Your estate the amount shown in the Summary of Benefit Table provided Your Accidental Loss of Life occurs within twelve (12) months of the date of the Accidental Injury.

Additional Cover under Section 7:

Exposure

If during the Period of Insurance, and whilst travelling on a Conveyance on a Journey or a One Way Trip, You are exposed to the natural elements as a result of an accident and within twelve (12) months of the accident You suffer from any Sickness or Disease or injury as a direct result of that exposure, You will be deemed for the purpose of this Policy to have suffered an Accidental Injury on the date of the exposure.

Disappearance

If during the Period of Insurance, and whilst on a Journey, You disappear following the Disappearance, sinking or wrecking of a Conveyance in which You were travelling and Your body has not been found within twelve (12) months after the date of that Disappearance, You will be deemed to have died as a result of an Accidental Injury at the time of the Disappearance, sinking or wrecking of the Conveyance.

Terms and conditions applicable to Section 7:

1. You must obtain and follow advice and treatment given by a Doctor as soon as possible after suffering an Accidental Injury.
2. The Accidental Loss of Life benefit payable as a result of a Disappearance will only be paid if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us if it is later found that You did not die or did not die as a result of an Accidental Injury.
3. The benefit payable in respect of Your Dependent Child(ren) will be as specified in the Certificate of Insurance, payable in each case to the estate of Your Dependent Child(ren).

Section 8 - Search and Rescue Expenses

We will pay under Section 8:

If during the Period of Insurance and whilst travelling on a Conveyance on a Journey, or on a One Way Trip, You are reported as missing and it becomes necessary for the rescue provider or police authorities to instigate a search and rescue operation where:

1. it is known or believed that You may have sustained an Accidental Injury or suffered Sickness or Disease; or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent You from sustaining an Accidental Injury or suffering Sickness or Disease.

We will reimburse You up to up to the maximum benefit amount shown in the Summary of Benefit Table in respect of the necessary and reasonable costs charged to You by a recognised search and rescue provider or police authorities in relation to searching for You and bringing You to a place of safety.

Terms and conditions applicable to Section 8:

1. You must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. You must not knowingly endanger Your own life or the life of any other Insured Person or engage in activities where Your experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for Your proportion of the search and rescue operation.

5. Costs will only be covered up to the point where You are recovered by a recognised search and rescue provider or police and taken to a place of safety or up to the time where the search and rescue or police authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate search and rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.
7. Where any Event covered under Section 8 is, or is subsequently found to be covered under any other section of this policy, then the benefit amount payable under this Section 8 shall be in addition to any amount payable under any other such section.

Section 9 - Hijack and Detention

We will pay under Section 9: Hijack and Detention

If during the Period of Insurance, and whilst travelling on a Conveyance on a Journey or on a One Way Trip, You are forcibly Detained for more than twelve (12) hours as a direct result of a Hijack, We will pay You the daily amount shown in the Certificate of Insurance for every day of continued Detention up to a maximum of fifteen (15) days.

Legal Costs Extension:

In the event You incur Your own legal costs as a result of being Detained as a direct result of Hijack on a Conveyance, We will reimburse You for such legal costs up to the maximum benefit amount shown in the Summary of Benefit Table.

We will not pay under Section 9:

We will not pay for any Detention attributable to You breaking a law of New Zealand

Premium

We take a number of factors into account when calculating Your premium. These factors may include Your Period of Insurance and the number of Insured Persons and other information You provide to Us when applying for this insurance.

Factors that increase the risk to Us generally increase the premium (e.g. where You are travelling for a longer period) and those that lower the risk reduce premium payable (e.g. where You are undertaking a One Way Trip). Your premium includes any amounts payable that take into account Our obligation (actual or estimated) to pay any relevant compulsory government charges (including GST) in relation to the Policy.

We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

General Exclusions

We will not (under any Section) pay for claims arising directly or indirectly from any loss, damage, liability, Event, Accidental Injury or Sickness or Disease which:

1. results from You engaging in or taking part in:
 - a) flying in an aircraft or aerial device other than as a passenger in an aircraft operated by an airline or an air charter company licensed to carry passengers; or
 - b) Professional Sports of any kind; or
 - c) the racing or preparation for racing of any mechanically propelled vehicle of any kind.
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by You.

3. results from You being under the influence of intoxicating liquor, or being under the influence of any drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice.
4. results from War (whether declared or not), invasion or Civil War.
5. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
6. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
7. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.
8. is incurred outside the Period of Insurance.
9. results from any government prohibition, regulation or intervention.
10. any loss or expense with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
11. results from You engaging in or taking part in Hazardous Pursuits.
12. would breach the *Insurance (Prudential Supervision) Act 2010*.

Upon application We may offer terms to modify or delete the exclusions contained in this Policy on an individual case basis.

Cooling Off Period

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if this insurance meets Your needs. You may cancel Your Policy simply by advising Us in writing within those fourteen (14) days to cancel it. If You do this We will refund any premiums You have paid during this period.

These cooling off rights do not apply if You have commenced the Journey or One Way Trip or You have made or You are entitled to make a claim during this period.

Cancellation of Your Policy

We may cancel Your Policy by giving You written notice to the address on file where You have:

1. breached the Duty of Disclosure;
2. breached a provision of Your Policy;
3. made a fraudulent claim under any policy of insurance.

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured. However we will not refund Your premium or any part of it if You have made a claim under Your Policy.

You may cancel Your Policy during the cooling off period by giving Us written notice. We will refund the Premium subject to the terms of Cooling Off Period as located at page 14.

General Conditions

Commencement and Period of Your Policy

Your Policy begins on the Issue Date of Your Policy as shown on Your Certificate of Insurance and continues until the End Date or until it is cancelled. Only the cover provided under Section 1 Loss of Deposits and Cancellation Charges is available from the Issue Date. The other covers all start from the Start Date.

Other Insurance

In the Event of a claim, You must advise Us as to any other insurance You may have covering the same risk. In the Event of other insurance, this Policy will only pay an amount in excess of any other insurance that applies, limited to the sum insured shown on Your Policy Certificate of Insurance.

Goods and Services Tax

1. Where You are a registered entity You may be entitled to an input tax credit for Your premium and/or for things covered by this Policy. You must disclose these entitlements to Us if You make a claim under Your Policy.
2. If We agree to pay a claim under Your Policy, We will base any claim payment on the Goods and Services Tax (GST) inclusive costs (up to the relevant policy limit). However, We will reduce any claim payment by an input tax credit You are, or would be, entitled to for the repair or replacement of insured property or for other things covered by this Policy.

New Zealand Law

Your Policy is governed by the laws of New Zealand. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of New Zealand.

New Zealand Currency

All dollar amounts referenced in this Policy are references to New Zealand dollars, and all payments by You to Us and Us to You or someone else under Your Policy must be in New Zealand currency.

If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand dollars will be the rate at the time You incur the expense or suffer the loss.

Claims

You should advise Us as soon as possible of an occurrence or Event which could lead to a claim.

For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim. You should keep those documents in a safe place in case We need them to settle a claim.

Procedure for making a Claim

If You or Your legal representative wishes to make a claim You or they must:

1. complete a claim form (claim forms are available from Us), and attach to the claim form:
 - a) receipts for any expenses that are being claimed;
 - b) any reports that have been obtained from the police, Interislander or KiwiRail Scenic Journeys, a carrier or other authorities about an accident, loss or damage; and
 - c) any other documentary evidence required by Us under Your Policy;
2. provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical;

3. give Us at Your or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim;
4. not make any offer, promise of payment or admit any liability without Our written consent; and
5. help Us to make any recoveries, We have the right to sue under any other party in Your name to recover money payable under the Policy or to choose to defend any action brought against You. You must provide reasonable assistance to Us.

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

Processing and Payment of Claims

We must take all reasonable steps to pay a valid claim promptly.

If We pay an Accidental Loss of Life benefit We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You, or, in the case of Insured Persons who are under the age of eighteen (18), to the parent or legal guardian.

Complaints and Dispute Resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that you may access, at no cost to you. To assist Chubb 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 or dispute.

Chubb's complaints and dispute procedures are as follows:

Stage 1 - Complaint Handling Procedure

If you are dissatisfied with any of Chubb's products or services and you wish to lodge a complaint, please contact us via:

The Complaints Officer
Chubb Insurance New Zealand Limited
PO Box 734
Shortland Street
Auckland 1140
O 0800 422 346
F +64 9 303 1909
E Complaints.NZ@chubb.com

Stage 2 – Dispute Resolution Procedure

If you are dissatisfied with Chubb's response to your complaint, you can advise that you wish to take your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

Internal Dispute Resolution Service
Chubb Insurance New Zealand Limited
PO Box 734
Shortland Street
Auckland 1140
O +64 9 377 1459
F +64 9 303 1909
E DisputeResolution.NZ@chubb.com

Stage 3 - External Dispute Resolution

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Commerce & Consumer Affairs. If you are dissatisfied with our dispute 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, Lambton Quay, Wellington 6145
O 0800 347 257 (Call Free for consumers) or +64 4 472 FSCL (472 3725)
F +64 4 472 3728
E info@fscl.org.nz
W www.fscl.org.nz

Please note if you would like to refer your complaint or dispute to FSCL you must do so within 2 months of the date of our dispute determination.

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

Privacy Statement

Chubb Insurance New Zealand Limited (Chubb) is committed to protecting your privacy. Chubb collects, uses and retains your personal information in accordance with the principles in the *Privacy Act 1993*.

Personal Information Handling Practices

Collection, Use and Disclosure

Chubb collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim, complaint or dispute. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them, to handle any claim, complaint or dispute that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim, complaint or dispute.

We may disclose the information we collect to third parties, including contractors and contracted 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 doctors and other medical service providers, credit reference bureaus and call centres), other companies in the Chubb group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

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.

How to Contact Us

If you would like to access a copy of your personal information, or to correct or update your personal information, or if you have a complaint or want more information about how Chubb is managing your personal information, 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

Updating Our Policy Wording

We may update the information contained in Our Policy Wording when necessary. A paper copy of any updated information is available to You at no cost by calling Us.

We will issue You with a new Policy Wording or a supplementary Policy Wording where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

Definitions

Please use this Definitions section to find the meaning of these words throughout this booklet.

Accidental Injury means a bodily injury resulting from an accident and which is not an illness and which:

1. is caused by violent, external and visible means; and
2. occurs as a result of an accident occurring during Your Period of Insurance; and
3. results within twelve (12) months of the accident; and
4. includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
5. may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

Accidental Loss of Life means death occurring as a result of an Accidental Injury and includes Disappearance.

Business Partner means a person with whom You own a registered New Zealand business with a New Zealand company number.

Certificate of Insurance means the document We send You which contains details of the cover provided to You by Us.

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 where the opposing parties are of different ethnic religious or idealistic groups.

Conveyance means a passenger ferry, train or bus, provided and operated by Interislander or KiwiRail Scenic Journeys and duly licensed for the regular transportation of fare-paying passengers, and any transport provided by Interislander or KiwiRail Scenic Journeys as part of an itinerary for a Journey or One Way Trip.

Dependent Children means the unmarried dependent child or children of the Insured (including step or legally adopted child(ren)) who are up to and including eighteen (18) years of age and totally dependent on You for maintenance and support.

Detention/Detained means restraint by way of custody or confinement against Your will.

Disappearance means if Your body has not been found within twelve (12) months from the date of the Disappearance, sinking or wrecking of a Conveyance in which You were travelling on that date, We will presume, subject to there being no evidence to the contrary, You have died as a result of an Accidental Injury.

Doctor means a legally registered medical practitioner who is not You or Your Relative.

Electronic Equipment means video and camera equipment, personal/business computers, palm pilots, mobile phones, portable music playing devices, and other items deemed by Us to be Electronic Equipment.

End Date means the date shown as the End Date on Your Certificate of Insurance; or

1. the date You arrive at the Interislander ferry terminal or KiwiRail Scenic Journeys railway station/bus station (as applicable) to complete Your Journey or One Way Trip, whichever is the earlier,
2. for a One Way Trip where there is an accommodation component, ending upon checkout on or before the designated checkout time noted on your KiwiRail Scenic Journeys escapes booking summary, whichever the earlier,

Event(s) means an occurrence that could give rise to a claim for a benefit under Your Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.

Hazardous Pursuits means:

1. 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
2. travel in international waters in a private sailing vessel or privately registered sail vessel; or
3. ballooning, bungee jumping, parasailing, white-water rafting, black-water rafting or white-water kayaking unless carried out with a licensed operator; or
4. parachuting, paragliding or hang-gliding unless carried out in tandem under licensed instruction; or
5. diving underwater using an artificial breathing apparatus unless You hold a recognised diving qualification and You are diving within the limits of that qualification, or You are diving under the direct supervision of a qualified diving instructor; or
6. motorcycling, if the driver does not hold a valid license for the country the motorcycle is being operated in, or You are not wearing a helmet, or where the motorcycle has an engine capacity more than 200cc; or
7. snow skiing/boarding outside designated commercial ski field areas, or in areas within designated commercial ski fields that are closed due to adverse conditions.

Hijack means the seizing of control of a Conveyance on which You are a passenger.

Insolvency means bankruptcy, provisional liquidation, liquidation, Insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of New Zealand.

Insured means the person named as the Insured on the Certificate of Insurance and who pays the premiums to Us in respect of Insured Persons.

Insured Person means any person who is named as an Insured Person on Your Certificate of Insurance and in respect of whom premium has been paid or agreed to be paid.

Interislander means KiwiRail Limited (Company Number 487638) of Level 3, 8-14 Stanley Street, Parnell, Auckland 1010.

Issue Date means the date We agree to provide insurance under the Policy as shown on Your Certificate of Insurance.

Journey means:

1. a round trip Interislander ferry trip (including the interim period between a departing ferry trip and a return ferry trip), Interislander Day Excursion or Interislander Short Break booked through the Interislander website, starting at the time You arrive at the Interislander ferry terminal on the Start Date and ending at the time You arrive at the Interislander ferry terminal shown as the final destination on your Interislander booking summary on the End Date; or
2. a round trip KiwiRail Scenic Journeys rail or bus trip (including the interim period between a departing rail trip and a return rail and/or bus trip), or a KiwiRail Scenic Journeys booked through the KiwiRail Scenic Journeys website, starting at the time You arrive at the KiwiRail Scenic Journeys railway/bus station on the Start Date on the Start Date and ending at the time You arrive at the KiwiRail Scenic Journeys railway/bus station shown as the final destination on your KiwiRail Scenic Journeys booking summary on the End Date.

KiwiRail Scenic Journeys means KiwiRail Limited (Company Number 487638) of Level 3, 8-14 Stanley Street, Parnell, Auckland 1010.

Mechanical Breakdown means the inability of a mechanical part(s) to perform the function(s) for which it was designed, due solely to defects in materials or faulty workmanship.

Nautical Dollars means a virtual currency distributed by Interislander, which can be used to purchase Interislander products and services.

Occurrence means an Event which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint.

One Way Trip means a one way:

1. Interislander ferry trip starting at the time You arrive at the Interislander ferry terminal on the Start Date and ending at the time You arrive at the Interislander ferry terminal shown as the destination on Your Interislander booking summary, on the End Date; or
2. KiwiRail Scenic Journeys rail or bus trip starting at the time You arrive at the KiwiRail Scenic Journeys railway station/bus station on the Start Date and ending at the time You arrive at the KiwiRail Scenic Journeys railway/bus station shown as the final destination on Your KiwiRail Scenic Journeys booking summary or for a One Way Trip where there is an accommodation component, ending upon checkout on or before the designated checkout time noted on your KiwiRail Scenic Journeys booking summary on the End Date.

Period of Insurance means:

1. in respect of claims arising from Loss of Deposits and Cancellation Charges under Section 1, the period starting from the Issue Date and ending on the End Date; and
2. in respect of all other cover, the period starting from the Start Date and ending on the End Date.

Personal Effects means personal effects belonging to You or for which You are legally responsible, taken on Your Journey or One Way Trip or acquired during Your Journey or One Way Trip but does not include household furniture or effects or Electronic Equipment.

Personal Injury means:

1. bodily injury (which expression includes death, illness and care resulting therefrom), disability, shock, fright, mental anguish or mental injury;
2. false arrest, detention, false imprisonment, malicious prosecution or humiliation;

3. the publication or utterance of libel, slander or other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - a) when the first such publication or utterance was made prior to the Start Date of the Journey or One Way Trip;
 - b) when any such publication or utterance was made in the course of or is related to advertising, broadcasting or telecasting activities conducted by or on behalf of You;
4. wrongful entry or eviction or other invasion of the right of private occupancy; or
5. assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or eliminating danger to persons or property.

Policy means Your Policy Wording and Certificate of Insurance and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.

Policy Wording means this document.

Pre-Existing Medical Condition means:

1. any physical, condition, or symptoms, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a Doctor prior to the Issue Date; or
2. a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware at the Issue Date.

Professional Sport means any sport for which You receive any fee or monetary reward as a result of Your participation.

Property Damage means:

1. physical injury to or destruction or loss of tangible property including the loss of use thereof at any time resulting therefrom;
2. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

Public Place means shops, airports, streets, hotel foyers and grounds, restaurants, beaches, private car parks and any place the public has access to.

Relative means Your Spouse/Partner, parent, parent-in-law, step-parent, 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, step-child, great-grandparent, grandparent or grandchild.

Rental Vehicle means a rented sedan, hatchback, station-wagon and other non-commercial vehicle rented from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person on public roadways and shall not include any other vehicle or use.

Sickness or Disease means a Sickness or Disease which requires immediate treatment by a Doctor and which is not an Accidental Injury.

Specially Designated List means names of a person, entities, groups or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, New Zealand, United Nations, European Union or United Kingdom.

Start Date means the date showing as the start date on Your Certificate of Insurance, or the date You depart from the Interislander ferry terminal or the KiwiRail Scenic Journeys railway station/bus station (as applicable) to commence Your Journey or One Way Trip, whichever the later.

Travel Documents means passports, visas and entry permits in Your possession.

Travelling Companion means a person travelling with the Insured on the Journey.

Unattended means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

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.

Waterborne Craft means any surfboard, windsurfer, surf ski, paddle board, dinghy, canoe or any other watercraft powered by motor or sail provided it is less than 8 metres in length. This included any parts and accessories.

We, Our, Us means the insurer Chubb Insurance New Zealand Limited (Company No. 104656, FSP No. 35924).

You, Your means the person(s) named as the Insured and the Insured Persons on the Certificate of Insurance.

About Chubb in New Zealand

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

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. It leverages global expertise and local acumen to tailor solutions to mitigate risks for clients ranging from large multinational companies to local corporates.

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

Contact Us

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www.chubb.com/nz

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