



# Rental Vehicle Excess and Luggage Insurance (New Zealand) Policy Wording



Effective 1 April 2025

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# ABOUT THIS POLICY WORDING

This Policy Wording sets out the available cover and the terms and conditions which apply. You need to read it carefully to make sure You understand it and that it meets Your needs.

This Policy Wording, together with the Certificate of Insurance and any written document We tell You forms part of Your Policy, make up Your contract of insurance. Please retain these documents in a safe place.

This policy is issued and managed by **AWP Services New Zealand Limited** trading as **Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622** and underwritten by **Mitsui Sumitomo Insurance Company, Limited (NZBN 9429039809810, FSP Number 20661) (Incorporated in Japan), ("MSI"), Level 8, 139 Quay Street, Auckland Central, Auckland, 1010, New Zealand** (referred to as "Us", "We" or "Our").

## About the available covers

You can choose one of these five (5) plans:

**Plans A and B – Nil Excess** includes Policy Sections 1.1 and 2.1

**Plans C and D – \$300 Excess** includes Policy Sections 1.1 and 2.1

**Plan E – \$500 Excess** includes Policy Sections 1.1 and 2.1

## Understanding your policy and its important terms and conditions

To properly understand this Policy's significant features, benefits and risks You need to carefully read:

- About the benefit limits provided under each Plan in the **"Table of benefits"** on page 4, when *We will pay a claim* under each Policy Section applicable to the cover You choose (**"Your policy cover"** pages 5 to 6; remember certain words have special meanings – see **"Words with special meanings"** pages 3 and 4);
- **"Important matters"** (pages 4 to 5) – this includes important information on applicable Excesses, the period of cover and extensions of cover, the cooling-off period and Our privacy notice and dispute resolution process;
- When *We will not pay a claim* under each Policy Section applicable to the cover You choose (**"Your policy cover"** pages 5 to 6) and **"General exclusions applicable to all sections"** page 6 (this restricts the cover and benefits); and
- **"Claims"** (pages 6 to 7) – this sets out certain obligations that You have and We have. If You do not meet them We may refuse to pay a claim.

## Applying for cover

When You apply for the Policy, We will confirm with You details such as the period of cover, Your premium, what cover options and Excess will apply and whether any standard terms are to be varied (this may be by way of a written notice We give You). These details will be recorded on the Certificate of Insurance issued to You.

This Policy Wording sets out the cover We are able to provide You with. You need to decide if the benefit limits, type and level of cover are appropriate for You and will cover Your potential loss.

If You have any queries, want further information about the Policy or want to confirm a transaction, please use the contact details on the back cover of this Policy Wording.

## Your duty of disclosure

When You apply for insurance or alter this Policy, You have a duty at law, to disclose to Us all material facts. A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

Examples of information You may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction, subject to the Criminal Convictions (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Us.

If You fail to comply with Your duty of disclosure it may result in:

- this Policy being avoided retrospectively with the effect that the Policy never existed;

- this Policy being cancelled;
- the amount We pay if You make a claim being reduced; or
- Us refusing to pay a claim.

## About your premium

You will be told the premium payable for the Policy when You apply. It is based on a number of factors such as the length of Your Journey and Your age. The higher the risk, the higher the premium may be.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST) in relation to Your Policy. These amounts are included on Your Certificate of Insurance as part of the total premium.

## Cooling-off period

Even after You have purchased Your Policy, You have cooling-off rights (see page 4 of **"Important matters"** for details).

## Change of circumstances

During the period of insurance, You must tell Us immediately of any material change in the circumstances surrounding the subject matter of this insurance that:

- increases the risk We are insuring, or
- alters the nature of the risk We are insuring.

Once You have told Us, We may immediately change the terms of this Policy, or cancel it. If You fail to tell Us, We may apply these changes retrospectively from the date You ought to have reasonably told Us.

# WORDS WITH SPECIAL MEANINGS

Some words used in this Policy Wording have a special meaning. When these words are used, they have the meaning set out below.

**"Arise", "Arises" or "Arising"** means directly or indirectly arising from or in any way connected with.

**"Concealed Storage Compartment"** means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a sedan, station wagon, hatchback, van or motorhome.

**"Epidemic"** means the sudden development and rapid spreading of a contagious disease in a region where it developed in an endemic state or within a previously unscathed community.

**"Excess"** means the amount which You must first pay for each claim Arising from the one event before a claim can be made under Your Policy.

**"Journey"** means Your journey from the time when You collect the Rental Vehicle from the Rental Vehicle company, and ends when You return the Rental Vehicle to the Rental Vehicle company, or on the End Date specified on Your Certificate of Insurance, whichever happens first.

**"Luggage and Personal Effects"** means Your suitcases, trunks and similar containers including their contents and articles worn or carried by You. It does not mean or include any bicycle, business samples or items that You intend to trade, Valuables, snow sport equipment, passport or travel documents, cash, bank notes, currency notes, cheques, negotiable instruments, electronic data, software, intangible asset, watercraft of any type (other than surfboards), furniture, furnishings, household appliances, hired items or any other item listed as excluded on Your Certificate of Insurance.

**"Medical Adviser"** means a qualified doctor of medicine or dentist registered in the place where You received the services.

**"Nominated Driver"** means the person(s) whose names(s) are set out on the Rental Vehicle agreement.

**"Pandemic"** means a form of an Epidemic that extends throughout an entire continent.

**"Policy"** means Your travel insurance policy with Us covering You and is made up of this Policy Wording, Your Certificate of Insurance and any other document We tell You forms part of this Policy. Together these documents make up Your contract with Us.

**"Public Place"** means any place that the public has access to, including but not limited to planes, trains, trams, cruise ships, taxis, buses, air or bus terminals, stations, wharves, streets, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private carparks, public toilets and general access areas.

**"Rental Vehicle"** means a campervan/motorhome that does not exceed 4.5 tonne, a sedan, hatchback or station-wagon, four wheel drive or mini bus/people mover rented from a licensed motor vehicle rental company.

**“Unsupervised”** means leaving Your Luggage and Personal Effects:

- with a person You did not know prior to commencing Your Journey; or
- where it can be taken without Your knowledge; or
- at such a distance from You that You are unable to prevent it being taken.

**“Valuables”** means jewellery, antiques, curios or works of art, watches, precious metals or semi precious stones/precious stones and items made of or containing precious metals or semi precious stones/precious stones, furs, binoculars, telescopes, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), tablets, MP3/4 players and PDAs.

**“We”, “Our” and “Us”** means Mitsui Sumitomo Insurance Company, Limited acting through AWP Services New Zealand Limited trading as Allianz Partners.

**“You” and “Your”** means the person(s) whose name(s) are set out on Your Certificate of Insurance.

## TABLE OF BENEFITS

The following is a table of the benefits and their maximum limits.

Refer to **“Your policy cover”** pages 5 to 6 for details of what *We will pay* and what *We will not pay*, and which types of cover are provided under each Plan. Importantly, please note that exclusions do apply, as well as limits to the cover.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

All benefit limits and Excesses throughout this Policy Wording are in New Zealand Dollars (NZD).

Policy section and benefit description	Plan A - Nil Excess	Plan B - Nil Excess	Plan C - \$300 Excess	Plan D - \$300 Excess	Plan E - \$500 Excess
	Sum insured	Sum insured	Sum insured	Sum insured	Sum insured
1.1 Rental Vehicle Excess	\$4,000	\$6,000	\$4,000	\$6,000	\$1,500
*2.1 Luggage and Personal Effects	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

\*sub-limits apply - refer to the “Your policy cover” section of this Policy Wording for details (pages 5 to 6).

### All Plans

- Single Journey Policy;
- Cover begins when You collect the Rental Vehicle from the Rental Vehicle company; and
- Cover ends when You return the Rental Vehicle to the Rental Vehicle company, or on the End Date specified on Your Certificate of Insurance, whichever happens first.

## IMPORTANT MATTERS

Under Your Policy there are rights and responsibilities which You have and We have. You must read this Policy Wording in full for more details, but the following are some You should be aware of.

### Who can purchase this policy?

Cover is available irrespective of residency, however:

- You must purchase Your Policy prior to commencing Your Journey; and
- You only have cover for travel within New Zealand.

### Geographical regions

Cover is only provided for losses suffered by You that occur in New Zealand. There is no cover for stopovers outside of New Zealand.

### Period of cover

You are not covered until We issue a Certificate of Insurance. That Certificate forms part of Your Policy. The period You are insured for is set out on the Certificate of Insurance.

Cover begins when You collect the Rental Vehicle from the Rental Vehicle company.

Cover ends when You return the Rental Vehicle to the Rental Vehicle company, or on the End Date specified on Your Certificate of Insurance, whichever happens first.

### Cooling-off period

If You decide that You do not want this Policy, You may cancel it within 14 days after You are issued Your Certificate of Insurance and Policy Wording. You will be given a full refund of the premium You paid, provided You have not started Your Journey and You do not want to make a claim or to exercise any other right under the Policy.

After this period You can still cancel Your Policy but We will not refund any part of Your premium if You do.

### Extension of cover

You may extend Your cover free of charge if You find that Your Journey has been delayed because of one or more of the following:

- A bus line, airline, shipping line or rail authority You are travelling on, or that has accepted Your fare or Luggage and Personal Effects, is delayed; or
- The delay is due to a reason for which You can claim under Your Policy (subject to Our written approval).

If the delay is for any other reason, We must receive Your request to extend cover at least 7 days before Your original Policy expires if You send Your request by post. All other requests to extend cover must be received prior to Your original Policy expiry date. Cover will be extended subject to Our written approval, and Your payment of the additional premium.

Where We have agreed to extend cover, We will issue You with a new Certificate of Insurance. The period of cover on Your new Certificate cannot exceed 12 months.

Extensions of cover are not available where You have not first extended the Rental Vehicle agreement.

### Jurisdiction and choice of law

This Policy is governed by and construed in accordance with the law of New Zealand and You agree to submit to the exclusive jurisdiction of the courts of New Zealand. You agree that it is Your intention that this “Jurisdiction and Choice of Law” clause applies.

### Limitation of cover

Notwithstanding anything contained in this policy wording We will not provide cover nor will We make any payment or provide any service or benefit to any person or party where providing such cover, payment, service or benefit would expose Us to or violate any applicable trade or economic sanction or any law or regulation.

### Fair Insurance Code

Mitsui Sumitomo Insurance Company, Limited is a member of the Insurance Council of New Zealand and adheres to the Fair Insurance Code, which provides You with assurance that we have high standards of service to Our customers. A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website: [www.icnz.org.nz/fair-insurance-code](http://www.icnz.org.nz/fair-insurance-code).

### Dispute resolution

If You have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or its representatives, please call Allianz Partners on 0800 800 048 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33 133, Takapuna, Auckland 0740, or email Your complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz).

We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedure. To obtain a copy of this please contact Us.

We are registered by law with an independent, external dispute resolution scheme. To obtain a copy of our External Dispute Resolution process, please contact Us.

If Your complaint or dispute is not satisfactorily resolved, we will provide You with information on Our external dispute resolution provider.

### Privacy notice

To arrange and manage your insurance and provide you with our services, we (in this Privacy Notice section “we”, “our” and “us” means Allianz Partners, and our agents) collect, store, use and disclose your personal information including sensitive information. We will usually collect it directly from you but may also collect it from others (including those authorised by you such as your family members, travelling companions, your doctors, hospitals, and other persons whom we consider necessary including our agents). We are the “data controller” and are responsible for ensuring your personal information is used and protected in accordance with applicable laws and regulations. Personal information we collect includes, for example, your name, address, date of birth, phone number, email address, medical information, passport details, bank account details, as well as other information we collect when you visit our website such as your IP address and online preferences, where that information is necessary for us to provide insurance and our services to you. Any personal information we collect is used by us and our agents to evaluate and arrange your insurance. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to the insurance services, including managing, processing, investigating claims and screening to comply with economic sanctions obligations. We may also collect, use and disclose it for

product development, marketing (where permitted by law or with your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations and for other purposes with your consent or where authorised or required by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

You authorise us to disclose your personal information to recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the above processes, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage (including "cloud storage") and data handling providers, transportation providers, legal and other professional advisers, your agents, broker and travelling companions, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you have bank credit card insurance, the Insurance Claims Register and our related and group companies and Mitsui Sumitomo Insurance Company, Limited. Some of these third parties may be located in other countries including in Australia, Europe, United Kingdom and Ireland, Asia, Canada or the USA. We will use reasonable endeavours to ensure people we disclose your personal information to outside New Zealand are required to protect it in a way that provides comparable safeguards to those set out under New Zealand privacy law, such as via contractual data protection obligations, our group binding corporate rules or because they are subject to laws of another country with comparable protections. However, you acknowledge that sometimes overseas recipients of your personal information may not be required to protect it in a way that provides comparable safeguards to those provided under the New Zealand privacy law.

Where permitted by law or with your consent, we may contact you with offers of products or services (from us, our related companies, as well as offers from our business partners) that we consider may be relevant and of interest to you (including insurance products). This could be via telephone, post, email, electronic messages online or via other means such as SMS. You can withdraw your consent at any time if you no longer wish to receive marketing material or promotional offers from us or our related companies and business partners by calling our Customer Care Team on 0800 800 048.

The collection of information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory. If you do not agree with the matters set out in our Privacy Notice or will not provide us with personal information, we may not be able to provide you with our services or products, process your application, issue you with a policy or process your claims. We will not retain your personal data for longer than is necessary for the purposes for which it may be lawfully used.

You can: (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed; (2) correct and update your personal information (subject to the provisions of applicable privacy legislation), and (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time.

In cases where we cannot comply with your request concerning your personal information, we will give you reasons why. You may not access or correct personal information of others unless you have been authorised by their express consent or are otherwise permitted by law. When you provide personal information to us about other individuals, we rely on you to have first obtained each of those individuals' consent, and have made them aware of the matters set out in this Privacy Notice.

If you have a request or complaint concerning your personal information or about our Privacy Notice, please contact: Privacy Officer Allianz Partners, P.O. Box 33 313, Takapuna, Auckland 0740 or email us at [AzPNZ.Privacy@allianz-assistance.co.nz](mailto:AzPNZ.Privacy@allianz-assistance.co.nz). For urgent assistance please call our Customer Care Team on 0800 800 048. You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at [www.allianzpartners.co.nz](http://www.allianzpartners.co.nz) and click on the Privacy Policy link.

### Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register (ICR), PO Box 474, Wellington.

This policy is issued to You on the condition that You authorise us to place details of any claims made against this policy on the database of ICR, where they will

be retained and be available for other insurance companies to inspect. You also authorise us to obtain from ICR personal information about You that is (in our view) relevant to this policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of applicable privacy legislation.

### Excess

#### Plans A and B

A nil Excess applies to all sections of this Policy.

#### Plans C and D

We will not pay the first \$300 for any one event under all sections of this Policy.

#### Plan E

We will not pay the first \$500 for any one event under all sections of this Policy.

If any additional Excess applies to Your Policy, the amount is shown on the Certificate of Insurance or advised to You in writing before the Certificate of Insurance is issued to You.

### In the event of a claim

Immediate notice should be given to Allianz Partners (see contact details on the back cover of this Policy Wording).

**PLEASE NOTE:** For claims purposes, evidence of the value of the property insured or the amount of any loss must be kept.

### Claims processing

Your claim will be processed within 10 business days of receiving a completed claim form and all necessary documentation. If We need additional information, a written notification will be sent to You within 10 business days.

### Safeguarding your luggage and personal effects

You must take all reasonable precautions to safeguard Your Luggage and Personal Effects. If You leave Your Luggage and Personal Effects Unsupervised in a Public Place, then We will not pay Your claim.

For an explanation of what We mean by "Luggage and Personal Effects", "Unsupervised" and "Public Place", see "Words with special meanings" on pages 3 and 4.

## YOUR POLICY COVER

The maximum amount *We will pay* for all claims combined under each section is shown in the "**Table of benefits**" for the Plan You have selected. You must also check "**General exclusions applicable to all sections**" for reasons why *We will not pay*.

### SECTION 1.1 RENTAL VEHICLE EXCESS

#### WHAT YOU ARE COVERED FOR

Subject to the terms, conditions, limits and exclusions in this Policy Wording, cover is only provided under this section if Your Rental Vehicle agreement specifies an Excess, deductible or damage liability fee that is payable in the event the Rental Vehicle is damaged or stolen while in Your custody. This section also covers items such as, but not limited to, tyres and/or windscreens, roof and underbody if they are not covered by the indemnity provided by the Rental Vehicle company or agency under the Rental Vehicle agreement to which the Excess, deductible or damage liability fee applies.

The maximum amount We will pay under this section is the amount of the Excess, deductible or damage liability fee that is specified in Your Rental Vehicle agreement up to the limit shown in the "**Table of benefits**" for the Plan You have selected.

#### 1.1.1 WE WILL PAY

a] If, during Your period of cover, a Rental Vehicle You have rented from a Rental Vehicle company or agency is:

- involved in a motor vehicle accident while You are driving it; or
- damaged or stolen while in Your custody,

then We will pay You the lesser of:

- the specified Excess, deductible or damage liability fee that You are liable to pay under Your Rental Vehicle agreement; or
- property damage for which You are liable.

You must provide a copy of:

- Your Rental Vehicle agreement;
- the incident report that was completed;

- repair account;
  - an itemised list of the value of the damage; and
  - written notice from the Rental Vehicle company or agency advising that You are liable to pay the specified Excess, deductible or damage liability fee.
- b] If You are injured or become sick and Your attending Medical Adviser certifies in writing that You are unfit to return Your Rental Vehicle to the nearest depot during Your Journey, then We will pay up to \$500 for the cost of returning Your Rental Vehicle.

### 1.1.2 WE WILL NOT PAY

To the extent permitted by law, We will not pay a claim involving the theft or damage to Your Rental Vehicle if the claim Arises from, or is for:

- a] You using the Rental Vehicle in breach of the Rental Vehicle agreement;
- b] You using the Rental Vehicle without a licence for the purpose that You were using it; or
- c] administrative charges or fees of the Rental Vehicle company that are not a component of the Excess, deductible or damage liability fee specified in Your Rental Vehicle agreement.

## SECTION 2.1 LUGGAGE & PERSONAL EFFECTS

This benefit only applies to a Nominated Driver and any accompanying passengers.

### 2.1.1 WE WILL PAY

- a] If, during Your Journey, Your Luggage and Personal Effects or Valuables are stolen, accidentally damaged or are permanently lost (except when: left in a motor vehicle; is sporting equipment in use; or are Valuables checked in to be transported in the cargo hold of any aircraft, ship, train, tram or bus) We will pay the lesser of:

- the repair cost;
- the replacement cost;
- the amount it would cost Us to repair or replace the item(s) allowing for any trade discounts We are entitled to;
- the original purchase price; or
- the depreciated value after allowing for age, and wear and tear.

We have the option to repair or replace the Luggage and Personal Effects instead of paying You.

The maximum amount We will pay is \$500 per person for all Luggage and Personal Effects combined.

- b] Luggage and Personal Effects left in a motor vehicle are only covered during daylight hours and must have been left in a Concealed Storage Compartment of a locked motor vehicle, and forced entry must have been made.
- c] No cover is provided for Valuables left in a motor vehicle at any time or Valuables checked in to be transported in the cargo hold of any aircraft, ship, train, tram or bus including any loss from the point of check in until collection by You from the baggage carousel or collection area at the end of Your flight, voyage or trip.
- d] No cover is provided for the loss or damage to, or of, sporting equipment while in use (including surfboards).

### 2.1.2 WE WILL NOT PAY

To the extent permitted by law, We will not pay a claim in relation to Your Luggage and Personal Effects if:

- a] You do not report the loss, theft or misplacement within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority You were travelling on when the loss, theft or misplacement occurred. You must prove that You made such report by providing Us with a written statement from whoever You reported it to;
- b] the loss, theft or damage is to, or of, electronic data, software or any other intangible asset;
- c] the loss, theft or damage is to, or of, items left behind in any hotel or motel room after You have checked out, or items left behind in any aircraft, ship, train, tram, taxi or bus;
- d] the loss, theft or damage is to, or of, watercraft of any type (other than surfboards);
- e] the Luggage and Personal Effects were being sent unaccompanied by You or under a freight contract;
- f] the loss or damage Arises from any process of cleaning, repair or alteration;
- g] the loss or damage Arises from ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin;
- h] the Luggage and Personal Effects were left Unsupervised in a Public Place;

- i] the Luggage and Personal Effects have an electrical or mechanical breakdown;
- j] the Luggage and Personal Effects are fragile, brittle or an electronic component is broken or scratched - unless either:
- k] it is the lens of spectacles, binoculars or photographic or video equipment; or
- l] the breakage or scratch was caused by a crash involving a vehicle in which You are travelling;
- m] the loss, theft or damage is to, or of, furniture, furnishings or household appliances.

# GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

We will not pay under any circumstances if:

1. You do not act in a responsible way to protect yourself and Your property and to avoid making a claim.
2. You do not do everything You can to reduce Your loss as much as possible.
3. Your claim is for consequential loss of any kind, including loss of enjoyment.
4. At the time of purchasing the Policy, You were aware of something that would give rise to You making a claim under this Policy.
5. Your claim Arises because You act illegally or break any government prohibition or regulation including visa requirements.
6. Your claim Arises from a government authority confiscating, detaining or destroying anything.
7. Your claim Arises from any act of war, whether war is declared or not or from any rebellion, revolution, insurrection or taking of power by the military.
8. Your claim Arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
9. Your claim Arises from biological and/or chemical material, substance, compound or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
10. Your claim Arises from an act or threat of terrorism.
11. Your claim Arises from Your self-inflicted illness or injury, or Your suicide or attempted suicide.
12. You were under the influence of any intoxicating liquor or drugs at the time the loss occurred, except a drug prescribed to You by a Medical Adviser, and taken in accordance with their instructions.
13. Your claim Arises from motor sports of any kind.
14. Your claim Arises from, is related to or associated with:
  - an actual or likely Epidemic or Pandemic; or
  - the threat of an Epidemic or Pandemic.

Refer to [www.who.int](http://www.who.int) for further information on Epidemics and Pandemics.

# CLAIMS

## How to make a claim

You must give Us notice of Your claim as soon as possible by calling Us on 0800 630 117. If there is a delay in claim notification, or You do not provide Us with sufficient detail to process Your claim, We can reduce Your claim by the amount of prejudice We have suffered because of the delay.

You must:

- give Us any information We reasonably ask for to support Your claim at Your expense, such as, but not limited to, police reports, valuations, medical reports, original receipts or proof of ownership.
- co-operate with Us at all times in relation to the provision of supporting evidence and such other information as We may reasonably require.
- for loss or theft of Your Luggage and Personal Effects – report it immediately to the police and obtain a written notice of Your report.
- for damage or misplacement of Your Luggage and Personal Effects caused by the airline or any other operator or accommodation provider – report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- submit full details of any claim in writing within 30 days of Your return.

### Claims are payable in New Zealand dollars to you

We will pay all claims in New Zealand dollars. We will pay You unless You tell Us to pay someone else.

### You must not admit fault or liability

In relation to any claim under this Policy You must not admit that You are at fault, and You must not offer or promise to pay any money, or become involved in litigation, without Our approval.

### Depreciation

Depreciation will be applied to claims for Luggage and Personal Effects at such rates as reasonably determined by Us. No depreciation will be applied to goods purchased duty free prior to Your departure, or goods purchased during Your Journey.

### You must help us to recover any money we have paid

If We have a claim against someone in relation to the money We have to pay under this Policy, You must do everything You can to help Us do that in legal proceedings. If You are aware of any third party that You or We may recover money from, You must inform Us of such third party.

### If you can claim from anyone else, we will only make up the difference

If You can make a claim against someone in relation to a loss or expense covered under this Policy and You do not get paid the full amount of Your claim, We will make up the difference. You must claim from them first.

### Other insurance

If any loss, damage or liability covered under this Policy is covered by another insurance policy, You must give Us details. We will only make any payment under this Policy once the other insurance policy is exhausted. If We have paid Your claim in full first, We may seek contribution from Your other insurer. You must give Us any information We reasonably ask for to help Us make a claim from Your other insurer.

### Subrogation

We may, at Our discretion undertake in Your name and on Your behalf, control and settlement of proceedings for Our own benefit, to recover compensation or secure indemnity from any party in respect of anything covered by this Policy.

You are to assist and permit to be done, all acts and things as required by Us for the purpose of recovering compensation or securing indemnity from other parties to which We may become entitled or subrogated, upon Us paying Your claim under this Policy regardless of whether We have yet paid Your claim and whether or not the amount We pay You is less than full compensation for Your loss.

These rights exist regardless of whether Your claim is paid under a non-indemnity or an indemnity clause of this Policy.

### Recovery

We will apply any money We recover from someone else under a right of subrogation in the following order:

1. To Us, Our administration and legal costs Arising from the recovery.
2. To Us, an amount equal to the amount that We paid to You under the Policy.
3. To You, Your uninsured loss (less Your Excess).
4. To You, Your Excess.

Once We pay Your total loss We will keep all money left over. If We have paid Your total loss and You receive a payment from someone else for that loss or damage, You must pay Us the amount of that payment up to the amount of the claim We paid You.

If We pay You for lost or damaged property and You later recover the property or it is replaced by a third party, You must pay Us the amount of the claim We paid You.

### Fraud

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud.

You can help by reporting insurance fraud by calling Allianz Partners on 0800 778 109. All information will be treated as confidential and protected to the full extent under law.

## CLAIMS

Phone: **0800 630 117**

## 24 HOUR EMERGENCY ASSISTANCE

Phone: **0800 778 103** or

**+61 3305 7499** (reverse charge)

This policy is issued and managed by **AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622** and underwritten by **Mitsui Sumitomo Insurance Company, Limited (NZBN 9429039809810, FSP Number 20661) (Incorporated in Japan), ("MSI"), Level 8, 139 Quay Street, Auckland Central, Auckland, 1010, New Zealand.**

