

## G2G Domestic Travel Insurance Policy

THIS POLICY IS ISSUED/INSURED BY CHARTIS INSURANCE NEW ZEALAND LIMITED.

**Insurer Financial Strength Rating** Insurance Companies (Rating and Inspections) Act 1994 - Chartis Insurance New Zealand Limited has an A- (Strong) insurer financial strength rating given by Standard & Poor's (Australia) Pty Ltd on 1 December 2011. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak
AA	Very Strong	BB	Marginal	CC	Extremely Weak
A	Strong	B	Weak	R	Regulatory Action

Plus (+) or minus (-): 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.

## Policy Schedule of Benefits – Domestic

SECTION		BENEFITS	
		Single	Family
	<b>Section 1</b>		
1A	Loss of Deposits	\$5,000	\$10,000
1B(i)	Curtailment of Travel	\$5,000	\$10,000
1B(ii)	Interruption to Travel	Included in 1B(i)	Included in 1B(i)
	<b>Section 2</b>		
2	Personal Bodily Injury	\$10,000	\$20,000
	<b>Section 3</b>		
3	Luggage and Personal Effects	\$2,500	\$5,000
	Limit Any One Item	\$500	\$500
	<b>Section 4</b>		
4	Personal Liability	\$10,000	\$20,000
	<b>Section 5</b>		
5	Rental Vehicle Excess	\$1,000	\$1,000

### IMPORTANT NOTES:

1. This is a summary of cover only and the Policy is subject to terms and conditions, limits and exclusions that may not suit Your requirements. We recommend You read the full Policy wording. Values shown are maximum amounts payable (in New Zealand Dollars).
2. Not all Policy benefits and benefit amounts are shown above. In some cases sub-limits apply or the benefits may not be available to You. Please refer to the applicable Policy wording.

## THE POLICY

### COVER

Coverage under the Policy does not commence until You have completed the Application Form, paid the premium and the Policy Schedule is issued.

This Policy does not cover any Pre-Existing Medical Condition(s).

## ELIGIBLE PERSONS

To be covered under this Policy You must be either a New Zealand citizen or New Zealand permanent resident. This Policy is only available to eligible persons Travelling within New Zealand.

## TYPES OF POLICIES

**“Family Policy”** means a Policy which covers either one or two adults, Your Dependant Children or grandchildren and a maximum of two other Children Travelling with You. Where there is more than one person wishing to claim under the same Section of the Policy, the maximum amount payable for all claims is the amount specified as the Family Policy benefit irrespective of the number of claims.

**“Single Policy”** means a Policy that covers one adult and Your Dependant Children or grandchildren. Where there is more than one person wishing to claim under the same Section of the Policy, the maximum amount payable for all claims is the amount specified as the Single Policy benefit irrespective of the number of claims.

A Family Policy must be purchased where an adult wishes to Travel with Children who are not his or her own.

## COVER FOR DEPENDANTS

Cover is granted for Your Dependant Children and a maximum of two other Children who are Travelling with You provided that each Child is specified by You in the Application Form.

## YOUR DUTY OF DISCLOSURE

Before You enter into this Policy You have a duty to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision (or the decision of a prudent insurer in the circumstances) of whether to accept the risk of the insurance and if so on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate this Policy.

Your duty does not extend to matters;

- that diminish the risk to be undertaken by Us.
- that are of common knowledge.
- that We know or in the ordinary course of Our business ought to know.

- where compliance of Your duty is waived by Us.

If You fail to comply with this duty of disclosure, We may be entitled to reduce Our liability under this Policy in respect of a claim, or may cancel this Policy.

If Your non-disclosure is fraudulent, We may also have the option of avoiding this Policy from the inception date.

## **IMPORTANT POLICY MATTERS PRIVACY STATEMENT**

This policy is issued/insured by Chartis Insurance New Zealand Limited.

Chartis collects information necessary to underwrite and administer Your Policy, to maintain and improve customer service, and to advise You of Our products. In the course of administering Your Policy, Chartis may exchange or disclose Your personal information and that of any other person insured by this Policy to:

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

### **Access to Your Information**

You may gain access to or correction of Your personal information by writing to:

The Privacy Manager  
Chartis  
PO Box 1745, Shortland Street  
Auckland 1140  
New Zealand

Whilst access to Your personal information may generally be provided free of charge, We reserve the right to charge for access requests in some limited circumstances.

### **Consent acknowledgement**

By completing the Application Form and any associated form and paying the premium, You consent to the use of Your personal information stated in the privacy statement above.

## **FAIR INSURANCE CODE**

Chartis is a signatory to the Fair Insurance Code. This Code aims to raise the standards of practice and service in the insurance industry, and it includes the following:

- When you lodge a claim we will tell you in plain language what information we need and how you should go about making a claim.
- We will respond promptly to any request you make for assistance with a claim and it will be considered and assessed promptly.

## **OTHER COVER**

We will not cover You for loss or an Event or liability to the extent that it is covered by any other insurance policy, medical or health scheme or Act of Parliament or any benefit which We are legally prohibited to pay by law. We will however pay the difference between what is payable under that other insurance policy, medical or health scheme or the relevant Act of Parliament and what You would have been entitled to recover under this Policy to the extent permitted by law.

## **COOLING OFF PERIOD:**

You may return the Policy to Us within seven days of purchasing, provided no claim has arisen and Your Travel has not commenced. We will cancel the Policy and give You a full refund of premium

## **WHAT YOU ARE REQUIRED TO DO**

You must not deliberately or recklessly:

- cause loss to any property covered by the Policy; or
- cause loss for which You could be held legally liable - either by doing something You should not do or failing to do something You should do.

If You think You are covered under this Policy for a claim made against You, You must immediately give Us full details of that claim and all legal documents served on You. If You are covered, We have the right to negotiate or defend the claim in Your name and We will require Your co-operation.

## IF YOU HAVE A LOSS YOU MUST

- (a) do what You can to prevent any further loss or expense.
- (b) not admit liability for the loss.
- (c) lodge a written claim against the person or organisation that may be legally liable for Your loss, illness or injury.

If We agree to cover Your loss, You must let Us take over and pursue any legal right of recovery You may have and You must co-operate with Us in any recovery action.

If You require hospitalisation or emergency transportation services or need to return home early for any reason and want Us to pay, You must contact Travel Guard™ and obtain approval before arrangements are made. Failure to do so may affect Your claim. You are expected to follow the advice and instruction of Travel Guard™ and where required, Our advice and instructions.

## CLAIM

If You need to make a claim, We will require You to:

- (a) provide Us with original invoices, receipts and other vouchers relating to Your loss or expenses. It is the responsibility of the Insured Person to provide proof of ownership of any lost, stolen or damaged items and We are under no obligation to make payment without this proof of ownership.
- (b) produce this Policy and Your Policy Schedule.
- (c) provide Us with all information We require.

For Claim Forms or any enquiries in relation to entitlement to claim under this Policy, contact Travel Guard™ on (09) 359-1645 for assistance, or go to Our website and download a Claim Form from the Making a Claim page.

## NEW ZEALAND LAW APPLIES

This Policy is governed by New Zealand law. Any dispute or difference concerning this Policy will be conducted and determined in New Zealand.

## NEW ZEALAND CURRENCY

All amounts are denominated in New Zealand dollars. All claims will be paid in New Zealand dollars. 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 applying at the time the expense is incurred.

## EXCESS STATEMENT

"Excess" is defined as "the amount which the Policy provides that You have to pay in the event of a claim".

The following Excess options apply to this Policy:

- (a) If You have not selected the Excess Discount option, Your Policy Excess will default to \$100.
- (b) If You have selected the Excess Discount option Your Policy Excess will be increased to \$150, \$250 or \$500 depending on Your selection, and the Premium will be discounted accordingly.

*Important: - the increased Excess level also applies to additional covers such as Rental Vehicle Excess.*

Your selected Excess level is shown on Your Policy Schedule

## DEFINITIONS

1. "Bodily Injury" means injury caused solely by accidental violent external and visible means, all of which happen at the same time, (but not as a result of illness, sickness or disease), within 12 calendar months of the date of the injury.
2. "Child" or "Children" means any person aged 21 years and under, in full-time education.
3. "Close Family Member" means Spouse, De Facto Partner, son, daughter, step-child, parent, parent-in-law, grandparent, step-parent, brother, sister, brother or sister-in-law, fiancé, fiancée, or legal guardian.
4. "Conveyance" means an aircraft, vehicle, train, vessel or other public transportation that is licensed to carry fare-paying passengers.
5. "De Facto Partner" means a person with whom You have continuously cohabited for a period of three consecutive months or more immediately preceding the Period of Cover.
6. "Default" "Error" "Omission" means where the Travel agent, tour operator, wholesaler, accommodation provider, transport provider or any other person acting on Your behalf who has organised Your Travel arrangements has failed to fulfil their obligation to You for Your Travel arrangements.

7. *"Dependant Child"* means Your Child who is dependent upon You or any other person for financial support and is Travelling with You.
8. *"Event"* means a happening which is totally beyond Your control and is sudden, unforeseeable, unexpected and unintended.
9. *"Excess"* means the amount which the Policy provides that You have to pay in the event of a claim.
10. *"Financial Default"* means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
11. *"Insured Person"* means a person specified in Your Policy Schedule.
12. *"Limb"* means the entire limb between the shoulder and the wrist or between the hip and the ankle.
13. *"Paraplegia"* means total paralysis of both legs and part or whole of the lower half of the body.
14. *"Permanent"* means lasting 12 calendar months from the date of occurrence and at the end of that period being beyond hope of improvement.
15. *"Pre- Existing Condition"* means, in relation to You or any other person on whom Your Travel depends:
  - (a) within the six months prior to and including any time following the completion of Your Application Form for this Policy until the date of Your departure for Travel any physical defect, condition, illness or disease:
    - (i) for which treatment, medication or advice has been received or prescribed by a medical or dental practitioner;
    - (ii) is aware of or for which symptoms are such that a reasonable person would have sought medical or dental attention;
  - (b) any allergic, chronic or ongoing (whether chronic or otherwise) medical or dental condition, illness or disease medically documented prior to the issue of this Policy; or
  - (c) any medical or dental concern under investigation or recorded on a hospital or surgical waiting list for further treatment or investigation.
16. *"Public Place"* includes but is not limited to shops, airports, train stations, bus stations, streets, restaurants, beaches, hotel foyers and grounds, public toilets and any place to which the public has access.
17. *"Quadriplegia"* means total paralysis of both legs and both arms.
18. *"Rental Vehicle"* means a passenger class hatchback, sedan, station wagon, SUV or minivan rented from a licensed motor vehicle rental agency, for the sole purpose of carrying You and/or Your Travelling companions on Public roadways. It shall not include any other type of vehicle or vehicle use.
19. *"Terrorist Act"* means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.
20. *"Total Loss"* means:
  - (a) for any Limb, the Permanent and total physical loss of use of a Limb or Limb(s);
  - (b) for an eye, entire and irrecoverable loss of sight in that eye;
  - (c) for an ear, entire and irrecoverable loss of hearing in that ear; or
  - (d) in relation to speech, entire and irrecoverable loss of speech.
21. *"Travel"* means the journey to, within and from the destination(s) specified in Your planned itinerary.
22. *"Travel Guard™"* means Our assistance provider.
23. *"Unattended"* means, but is not limited to, not on Your person at the time of loss, left with a person other than Your Travelling companion, left in a position where it can be taken without Your knowledge including on the beach or beside the pool while You swim, or leaving it at a distance where You are unable to prevent it from being unlawfully taken.
24. *"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.
25. *"We", "Us" and "Our"* means Chartis Insurance New Zealand Limited.

26. "You" and "Your" means each of the Insured Persons as shown on the Policy Schedule.

## PERIOD OF COVER

This Policy starts when You leave Your usual place of residence in New Zealand to commence Your Travel on the departure date shown on Your Policy Schedule except for:

- (a) Section 1A (Loss of Deposits), where cover starts on the day the premium is paid and the Application Form is accepted by Us with the issue of the Policy Schedule.

Cover ends when You return to Your home in New Zealand, within 24 hours following Your arrival to Your usual place of residence in New Zealand or on the expiry date shown in the Policy Schedule, whichever happens first.

## REINSTATEMENT AFTER LOSS

If You suffer a loss from a single Event which entitles You to payment of the total Sum Insured for that loss then:

- (a) Section 3A (Luggage and Personal Effects) - the Sum Insured is automatically reinstated without extra payment of premium
- (b) All other Sections - We may at Our discretion reinstate that Section for an extra premium and require special terms.

You will need to advise Us in writing if You want the Sum Insured reinstated.

## POLICY LIMITS

The Policy Schedule of Benefits specifies the benefits of the Policy You have chosen. However, in respect of any one individual Insured Person the maximum amount payable is as shown in the Single Policy column unless otherwise stated in the Policy.

Please note that maximum claim limits including family limits apply. You should refer to the Section entitled Types of Policies for further information on Single and Family Policies.

**YOU ARE INSURED FOR THE FOLLOWING PROVIDED THE EVENT OCCURS DURING THE PERIOD OF COVER AND WHERE YOU CANNOT RECOVER YOUR COSTS FROM ANY OTHER SOURCE BUT ALWAYS SUBJECT TO THE POLICY EXCLUSIONS.**

## What You are Covered For

### SECTION 1: LOSS OF DEPOSITS, CURTAILMENT, AND INTERRUPTION TO TRAVEL

#### Section 1A: Loss of Deposits

If You have to cancel Your Travel arrangements because of an Event We will pay for loss of deposits paid or for amounts You have contracted to pay in respect of transport, accommodation and other such charges.

In respect of Travel Agents' cancellation fees We will pay up to a maximum of 10% of Your total prepaid Travel costs or NZ\$500 per Insured Person who is an adult, whichever is the lesser.

Where an airline ticket was purchased using frequent flyer or similar air points, We will at Our absolute discretion arrange for the replacement of such points, or pay You an equivalent value for the frequent flyer or similar air points lost following cancellation of Your airline ticket. In the latter case, the amount payable will be calculated as follows:

- (a) The cost of an equivalent class airline ticket, based on the quoted retail price at the time the ticket was issued, less Your financial contribution towards the airline ticket;

#### Multiplied by

- (b) The total value of points lost divided by the total value of points used to obtain the airline ticket.

#### For this benefit to be payable:

- The reason for cancellation must be covered under this Section of the Policy; and
- The loss of such points cannot be recovered from any other source.

*An Excess applies to each loss under this Section of the Policy. The applicable Excess amount is specified on the Policy Schedule.*

**Section 1B(i): Curtailment of Travel – where You need to return to Your usual place of residence.**

If due to an Event, You cannot complete Your Travel arrangements and have to return to Your usual place of residence in New Zealand earlier than planned, provided You already hold a return ticket and have received prior approval from Travel Guard™ We will pay Your reasonable extra Travel and accommodation costs directly associated with Your early return. This does not include costs relating to completion of Your original Travel arrangements.

If You do not hold a return ticket at the time of suffering any accidental injury or illness covered by this Policy, or at the time of the happening of any circumstances covered by this Section of the Policy, We will deduct from any claim which includes the cost of Your return to Your usual place of residence in New Zealand, an amount equal to Your original carrier's published one-way economy class fare for the route used for Your return.

You will need to provide Travel Guard™ with such documentation as required by Us to prove that it is necessary for You to curtail Your Travel.

**Section 1B(ii): Interruption to Travel - which exceeds 36 hours and where You do not need to return to Your usual place residence**

Once Your Travel has begun, if Your Travel arrangements are necessarily interrupted due to an Event for a period exceeding 36 hours and You do not need to return to Your usual place of residence in New Zealand, subject to Your obtaining approval from Travel Guard™, We will pay Your reasonable extra Travel and accommodation costs (including additional meal costs) directly associated with Your planned itinerary. Receipts must be produced when making a claim.

*An Excess applies to each loss under this Section of the Policy. The applicable Excess amount is specified on the Policy Schedule.*

**SECTION 2: PERSONAL BODILY INJURY**

**Section 2: Personal Bodily Injury**

If You suffer a Bodily Injury which directly results in any of the following:

- (a) Death;
- (b) Permanent total Paraplegia/Quadriplegia;
- (c) Permanent Total Loss of Limb;
- (d) Permanent Total Loss of sight in an eye; or
- (e) Total Loss of hearing or speech.

We will pay the amount shown below:

<b>YOUR AGE (inclusive)</b>	<b>MAXIMUM AMOUNT PAYABLE</b>
0-15 YEARS	\$10,000
16-80 YEARS	\$10,000

*No Excess applies under this Section of the policy.*

**SECTIONS 1 AND 2 EXCLUSIONS: WHAT YOU ARE NOT COVERED FOR**

You are not covered for any costs or losses arising from:

- (a) cancellation of or changes to Your Travel arrangements because of financial, business and/or contractual reasons, or because Your employer requires You not to Travel or You or Your Travelling companion choose to change Your dates of Travel, Travel itinerary or not to Travel.
- (b) pregnancy or childbirth.
- (c) Your failure to check-in according to Your planned itinerary or times advised to You.
- (d) Financial Default:
  - (i) the Financial Default of any Travel agent or anyone acting as Your agent.
  - (ii) 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.
- (e) the Default, Error or Omission of a Travel agent or any one acting on Your behalf, any tour operator/tour wholesaler (except under Section 1A(ii)) and accommodation or transport provider.
- (f) the operation of legal processes, law enforcement officers or immigration officials acting in the course of their duties.
- (g) manual work in connection with a business or trade.
- (h) Your failure to follow Our instructions or those of Travel Guard™.
- (i) suicide, intentional self-injury, psychiatric, psychological, psychosomatic, mental

disorders, depression, stress, anxiety, insanity, dementia.

- (j) sexually transmitted disease, Acquired Immunodeficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV).
- (k) any Pre-Existing Condition of Yours or of any other person where this may affect Your Travel plans, unless otherwise agreed by Us.
- (l) services for which We are prohibited by legislation from providing cover.
- (m) any personal injury, medical misadventure or work injury to the extent where You are covered or entitled to be covered under the laws of New Zealand.

### SECTION 3: LUGGAGE AND PERSONAL EFFECTS

You are covered for accidental loss of, damage to, or theft of Your luggage or personal effects, including the reasonable cost of replacing Your Travel tickets, passports, driver's licence and similar non-transferable documents.

We will not pay more than NZ\$500 for any item, or any set of items.

Note: We have the option, at Our absolute discretion, to replace or repair an item, or make a cash payment after taking into account depreciation, wear and tear.

A set of items means two or more items required to perform a specific task and includes but is not limited to a set of golf clubs including trolley and bag; camera and lens etc.

*An Excess applies to each loss under this Section of the Policy. The applicable Excess amount is specified on the Policy Schedule.*

### YOUR OBLIGATIONS UNDER SECTION 3

You are required to:

- (a) act responsibly and use reasonable care for the safety, supervision and security of Your property.
- (b) minimise loss and not leave Your property Unattended or abandon Your damaged property.
- (c) promptly advise the local police or appropriate authorities, or Your relevant carriers of the loss and provide Us with copies of written confirmation from them

that such notification of the loss has been made.

- (d) if You have to leave Your property in a motor vehicle You must ensure all Your property is placed out of sight in a locked boot.

Failure to follow these obligations may result in Your claim not being paid.

### SECTION 3 EXCLUSIONS: WHAT YOU ARE NOT COVERED FOR

You are not covered for any loss or damage or theft to:

- (a) property left Unattended:
  - (i) in a Public Place;
  - (ii) in any unlocked and unattended building or vehicle; or
  - (iii) in public view in a locked receptacle, building or vehicle.
- (b) property left in a vehicle overnight.
- (c) items of value, including but not limited to video camera(s), mobile telephone(s), photographic equipment, personal computer(s), jewellery or watches as well as any accessories to such items, which have been checked in as luggage.
- (d) unaccompanied luggage (unless Your airline carrier decides to transfer Your luggage to a different carrier or flight for reasons other than the luggage being over the allowable weight limit).
- (e) luggage transported under any freight agreement or items sent by postal or courier services.
- (f) damage by moth, vermin, insects, atmospheric or climatic conditions, process of cleaning, dyeing, ironing, repairing or restoring or like actions.
- (g) mechanical, electrical or hydraulic breakdown or derangement.
- (h) loss of data.
- (i) breaking or scratching of fragile items - (except cameras, camera lenses, spectacles, contact lenses and binoculars).
- (j) sporting equipment and clothing or bicycles whilst in use; household effects, furniture and furnishings, or any means of transport or parts and accessories of that transport.
- (k) bonds, coupons, stamps, negotiable instruments, deeds, manuscripts, securities of any kind, bullion, tools of trade, Traveller's samples, or property of any kind used wholly or partially for business.
- (l) confiscation, detention or requisition by customs or other authorities.
- (m) loss of value of money, or shortages of money, caused by mistakes of any person.

- (n) wear and tear, depreciation in value or gradual deterioration.

#### **SECTION 4: PERSONAL LIABILITY**

We will pay damages and compensation and legal expenses You incur but only on Our written consent and for which You become legally liable to pay as a result of Your negligence during the Period of Cover causing:

- (a) injury and/or Bodily Injury including death or illness, or
- (b) loss of, or damage to property.

*No Excess applies under this Section of the Policy.*

#### **SECTION 4 EXCLUSIONS: WHAT YOU ARE NOT COVERED FOR**

We will not pay a loss relating to any liability directly arising out of or in connection with:

- (a) Your ownership, use or possession of any mechanically propelled vehicle, aircraft, or waterborne craft.
- (b) loss or damage to property owned by or in the control of You, Your family members or Your employees.
- (c) injury and/or Bodily Injury to You, Your family members or Your employees.
- (d) Your business, trade or profession - including professional advice given by You.
- (e) judgments which are not established by a Court in New Zealand.
- (f) liability which You assume by agreement unless You would have had that liability in any event.

Nor will We pay:

- (g) any claim for exemplary, punitive or aggravated damages.

#### **SECTION 5: RENTAL VEHICLE EXCESS**

You are covered up to NZ\$1,000 for any excess or deductible You may become legally liable to pay under Your Rental Vehicle hire agreement of the Rental Vehicle agency if the vehicle is involved in an accident or is stolen during the rental period.

If You have purchased the additional Rental Vehicle Excess Option under this Policy, the standard Rental Vehicle excess cover is increased from NZ\$1,000 to NZ\$4,000. To be

eligible for this additional cover, You must state the applicable dates of the Rental Vehicle hire on Your Application Form and pay the additional premium at the same time as Your Policy Schedule is issued.

Conditions:

- (a) The Rental Vehicle must be rented from a licensed Rental Vehicle agency.
- (b) As part of the hiring arrangement You must purchase comprehensive motor insurance against loss or damage to the Rental Vehicle during the rental period.
- (c) You must comply with all requirements of the Rental Vehicle organisation under the hiring agreement and of the insurer under their insurance.

*An Excess applies to each loss under this Section of the Policy. The applicable Excess amount is specified on the Policy Schedule.*

#### **SECTION 5 EXCLUSIONS: WHAT YOU ARE NOT COVERED FOR**

You are not covered for any losses arising from:

- (a) the operation of the vehicle in breach of the Rental Vehicle hire agreement;
- (b) loss or damage which occurs beyond the limits of any public roadway or on any roadway inaccessible to two wheel drive cars; or
- (c) wear and tear, gradual deterioration, insects or vermin, inherent vice, latent defect or damage.

#### **SECTION 6 GENERAL POLICY EXCLUSIONS: WHAT YOU ARE NOT COVERED FOR UNDER ALL SECTIONS OF THIS POLICY**

You are not covered for any costs or losses arising from:

- (a) You not acting in a responsible way to protect Yourself and/or Your property or to prevent or reduce Your loss.
- (b) something that at the time of taking out this Policy You were aware of or could reasonably be expected to be aware of, which could bring about You making a claim under this Policy.
- (c) circumstances where You can recover Your loss or costs from any other source.
- (d) consequential loss or loss of enjoyment.
- (e) hazardous activities including but not limited to:

- (i) racing (except on foot);
  - (ii) mountaineering;
  - (iii) rock climbing;
  - (iv) off piste skiing;
  - (v) trekking above 3000 metres;
  - (vi) skydiving;
  - (vii) potholing;
  - (viii) caving;
  - (ix) hunting;
  - (x) ocean yachting (unless We have approved cover);
  - (xi) scuba diving (unless You hold a PADI or similar recognised qualification or You are diving with a qualified instructor, and the maximum depth We will cover up to is as specified by PADI and no deeper than 30 metres provided You do not go scuba diving alone);
  - (xii) motorcycling where the engine capacity is more than 200cc (unless We have approved cover);or
  - (xiii) any other activity where You deliberately expose Yourself to exceptional danger.
- (f) professional sporting activities
  - (g) air Travel, or any aerial activity (except as a passenger on a licensed passenger aircraft operated by a licensed airline or licensed air charter company or paragliding and/or hang-gliding with a tandem specialist and provided by a licensed commercial operator).
  - (h) You or Your Travelling companion being under the influence of alcohol or drugs, or any claim arising from or in any way connected with the consumption or use of alcohol or drugs by You or Your Travelling companion.
  - (i) War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
  - (j)
    - (i) the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
    - (ii) any Terrorist Act.
 Section 6 General Exclusions (j)(i) and (j)(ii) do not apply to Section 2: Personal Bodily Injury resulting from a Terrorist Act.
  - (k) riot or civil commotion – unless You have paid for Your Travel and accommodation and this occurred before the Event.
  - (l) any foreseeable act of any person on behalf of or in connection with any organisation wishing to overthrow the government by force either legally or illegally.
  - (m) loss of any property and any consequential loss or expense directly or indirectly caused by, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
- (n) liability You assume by agreement unless You would have had that liability anyway.
  - (o) You engaging in any activity associated with prostitution or an illegal or criminal act or use of firearms.
  - (p) You acting illegally or breaking any government prohibition or regulation.
  - (q) a government authority seizing, withholding or destroying anything of Yours or any prohibition by or regulation or intervention by the government.
  - (r) the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
- Nor will We provide cover or service for:
- (s) any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an insured person if that insured person is:
    - (i) a terrorist;
    - (ii) a member of a terrorist organisation;
    - (iii) a narcotics trafficker; or
    - (iv) a purveyor of nuclear, chemical or biological weapons.

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