

# Gold card Insurances.

### BNZ Gold credit card

### Important Document - please retain for reference

Cigna Life Insurance New Zealand Limited Phone: 0800 269 872, If calling from overseas, please call +64 (9) 359 1675 and reverse the charges

All enquiries in New Zealand please call freephone 0800 269 872

Before **you** head off overseas, make sure **your** International Gold Assistance Card is the first thing **you** pack.

**Your** International Gold Assistance Card from BNZ replaces all previous Gold Travel Assistance cards, so make sure **you** cut it out and put this new card in **your** wallet or travel file now.

35 Day Gold International Leisure Travel Insurance is provided to **you** by Cigna Life Insurance New Zealand Limited pursuant to an agreement with BNZ, under which BNZ makes this policy available to **you**.

BNZ is neither the insurer nor agent of Cigna Life Insurance New Zealand Limited in relation to 35 Day Gold International Leisure Travel Insurance and does not guarantee the obligations of Cigna Life Insurance New Zealand Limited under the policy.

Your Guide to 35 Day Gold International Leisure Travel Insurance

Emergency and Medical Assistance Service - provided by First Assistance

Period of Insurance: 4pm 29 July 2013 - until further notice.

Subject to the terms, conditions, provisions and exclusions of the policy, the bearer of this card is covered under 35 Day Gold International Leisure Travel Insurance. In the event of an emergency overseas simply call (reverse charge) anytime from any place in the world:

- 1. Ring the operator in your current locality.
- 2. Book a reverse charge call to New Zealand +64 9 359 1675.

# Contents

35 Day Gold International Leisure Travel Insurance, Accidental Death and Disablement (Common Carrier) Insurance, Purchase Protection Insurance, Extended Warranty Insurance and PriceGuard is provided to **you** by Cigna Life Insurance New Zealand Limited pursuant to an agreement with BNZ, under which BNZ makes these policies available to **you**.

BNZ is neither the insurer nor agent of Cigna Life Insurance New Zealand Limited in relation to 35 Day Gold International Leisure Travel Insurance, Accidental Death and Disablement (Common Carrier) Insurance, Purchase Protection Insurance, Extended Warranty Insurance and PriceGuard and does not guarantee the obligations of Cigna Life Insurance New Zealand Limited under these policies.

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### 1. 35 Day Gold International Travel Insurance

### Schedule of Benefits

The compensation, Sum Insured and limit of liability applicable under each section of this policy, for insured persons for each **journey**.

		The maximum amount payable	
Benefits		Sum Insured (For persons under 75 years of age)	Sum Insured (For persons aged 75-90 years)#
Section I.1.*	Cancellation, Overseas Medical and Additional Expenses	Unlimited	Cancellation cover only for a maximum of \$5,000 per person. There is no cover under this section for: • Medical expenses. • Medical related expenses (including but not limited to medical repatriation/ evacuation or <b>accompanying</b> person expenses); and/or extra travel expenses arising from <b>your</b> injury or illness.
	Travel agent's cancellation fees	\$500 per <b>journey</b>	\$500 per <b>journey</b>
	Ongoing Medical Expenses in New Zealand	\$1,000 per person	Not covered
	Bed Care Patient Benefit (\$50 per continuous 24 hour period)	\$5,000 per person	Not covered
	Burial Expenses/ Return of Mortal Remains	Reasonable costs	Not covered
	Travel delay (\$250 for per person, \$500 for <b>families</b> per continuous 12 hour period)	\$750 per person \$1,000 per family	\$750 per person \$1,000 per <b>family</b>
Section I.2.*	Luggage, Personal Effects and Travel Documents	\$10,000 per person \$20,000 per <b>family</b>	\$10,000 per person \$20,000 per <b>family</b>
	Limit any one item	\$2,000	\$2,000
	Increased Limit any one item - Laptops only	\$6,000	\$6,000
	Emergency replacement of luggage	\$300 per person \$600 per <b>family</b>	\$300 per person \$600 per <b>family</b>

		The maximum amount payable	
Benefits		Sum Insured (For persons under 75 years of age)	Sum Insured (For persons aged 75-90 years)#
Section I.3.*	Personal Liability	\$2,500,000 per person	\$2,500,000 per person
Section I.4.*	Rental Vehicle Collision Damage and Theft Excess Cover	\$2,000 per <b>journey</b>	\$2,000 per <b>journey</b>
Section I.5.	Accidental Death	\$100,000 for the BNZ Gold Cardholder \$50,000 for the BNZ Gold Cardholder's accompanying spouse	\$100,000 for the BNZ Gold Cardholder \$50,000 for the BNZ Gold Cardholder's accompanying spouse
Section I.6.	Loss of Income	Up to \$1,000 per week for BNZ Gold Cardholder and accompanying spouse who are income earners	Not covered
Section I.7.	Hijack and Detention (\$100 per continuous 24 hour period)	\$6,000 per person	\$6,000 per person
Section I.8.	Missed Connection	\$2,000 per person	\$2,000 per person
Section I.9.	Kidnap and Ransom	\$250,000 per person	\$250,000 per person

- \* There is a \$200 excess for each and every claim arising from the same event under this section.
- # Refer clause B. Application for cover for the Mature Traveller Each and Every Journey.

### A. Your Duty of Disclosure

You have a duty to disclose to us every matter that you know, or could be 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 providing you with insurance, and if so on what terms.

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**.

Any matter that **you** are required to disclose to **us** will not be covered unless **we** have agreed to provide cover in writing prior to the departure date of the **journey**. If **you** fail to comply with this duty of disclosure, **we** may be entitled to reduce or avoid **our** liability under this policy in respect of a claim.

Matters that  $\boldsymbol{we}$  consider should be disclosed include but are not limited to:

- (a) Travel to locations designated as "extreme risk" by the New Zealand Ministry of Foreign Affairs and Trade;
- (b) Travelling for missionary or humanitarian purposes;
- (c) Extreme or hazardous activities or pursuits; and

(d) Sporting activities, including trekking or competitive team sports.

If **you** are in doubt regarding any aspect of **your** planned **journey** please tell **us**.

#### **Privacy Statement**

This policy is issued/insured by Cigna Life Insurance New Zealand Limited ("Cigna"). Cigna collects information necessary to underwrite and administer this policy, to maintain and improve customer service, and to advise **you** of **our** products. In the course of administering this policy, Cigna may exchange or disclose **your** personal information and that of any other person insured by this policy to:

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

#### Your Access to Personal Information

**You** may gain access to or request correction of **your** personal information by writing to:

The Privacy Manager Cigna Life Insurance New Zealand Limited PO Box 24031 Manners Street Wellington 6142 New Zealand While access to this personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some limited circumstances.

#### **Consent Acknowledgement**

By completing the application form for a **BNZ Gold Card**, completing claim forms or application forms for cover for **pre-existing medical conditions** or Mature Age Assessments and paying any applicable premium, **you** consent to the use of **your** personal information as stated in the Privacy Statement above.

### B. Application for Cover for the Mature Traveller Each and Every Journey

- There are limitations to the amount and cover provided to you if you are aged 75 years to 90 years. Please refer to the Schedule of Benefits. There is no automatic cover under this policy if you are aged 90 years or older.
- 2. If you are aged:
  - (a) Between 75 and 90 years and wish to apply for medical-related cover under this policy; or
  - (b) 90 years or older and wish to apply for cover under this policy, you can do so by contacting the BNZ Helpline on 0800 269 872 and completing a Mature Age Assessment.
- A Mature Age Assessment must be completed for <u>each and every</u> journey if you wish to have medical related cover under this policy.
- When you call, you will be requested to provide full details of your travel plans, the state of your health, and if applicable, your accompanying spouse.
- If your application for cover is granted then a premium for the cover is payable and this will be charged to your BNZ Gold Card.
- A letter will be sent to you confirming the policy cover, as well as any special acceptance terms that are to apply.
- 7. If within seven (7) days of receipt of our letter and before your departure date (providing you have not claimed against the policy), you can write to us to cancel your requested cover from inception and receive a full credit against your BNZ Gold Card for the insurance premium that you have paid.

### C. Insurance Activation Clause

#### 1. Eligibility for Cover

The person activating must be a **BNZ Gold Cardholder** (which includes joint and additional cardholders) at time of activation and satisfy the requirements set out in this clause C.

#### 2. BNZ Gold Cardholders Travelling Alone

- At least \$500 (or \$250 if travelling only to Australia and/or a South Pacific Island) of **your pre-paid travel costs** have been paid for by using one of the following methods:
  - (a) Charged to your BNZ Gold Card; or
  - (b) A cash advance from your BNZ Gold Card, in which

case the entire amount (i.e. \$500 or \$250 if travelling to Australia and/or a South Pacific Island) must be taken out as a cash advance on the same day that the payment for **your pre-paid travel costs** is made and receipted; or

- If you earn frequent flyer points or Fly Buys points, you
  can activate cover by redeeming such points to pay for the
  full return air-fare. If you activate in this way, any airport,
  departure and transportation taxes and surcharges that you
  are required to pay at the time of booking your travel must be
  charged to your BNZ Gold Card.
- 3. BNZ Gold Cardholders Travelling with Accompanying Spouse and/or Dependent Children
  - If cover is required for spouse and/or dependent children that are accompanying the BNZ Gold Cardholder on the journey, then the following additional requirements shall apply:
    - (a) The pre-paid travel costs to be charged to your BNZ Gold Card or paid for by a cash advance from your BNZ Gold Card (where receipted on the same day) for you, your spouse and any dependent children:
      - (i) For travel solely to Australia and/or a South Pacific Island is \$500 in total; or
      - (ii) For travel to other destinations is \$1,000 in total; or
    - (b) If using frequent flyer points or Fly Buys points as stated under clause C. 2. 2. above, then the full airfares for you, your spouse and any dependent children must be paid for using such frequent flyer points or Fly Buys points. If you activate in this way, any airport, departure and transportation taxes and surcharges that are required to be paid at the time of booking the travel must be charged to your BNZ Gold Card.
  - 2. If family members (i.e. BNZ Gold Cardholder, accompanying spouse and/or dependent children) are having their journey paid for separately by way of either the BNZ Gold Cardholder's BNZ Gold Card or frequent flyer points or Fly Buys points, then in order to activate cover for the entire family, you will need to comply with the following requirements:
    - (a) Where only one **family** member is activating using the **BNZ Gold Cardholder's BNZ Gold Card:** 
      - (i) The dollar amount to be charged on the BNZ Gold Card for pre-paid travel costs is either \$250 for travel to Australia and/or a South Pacific Island or \$500 for all other destinations. The insurance activation requirements for this family member shall be the same as those specified in clause C. 2. 1; and
      - (ii) The remainder of the **family** members must activate using the **BNZ Gold Cardholder's** frequent flyer points or Fly Buys points. The insurance activation requirements for each of the remainder of the **family** members shall be the same as those specified in clause C. 3. 1.(b).
    - (b) Where two or more family members are activating using

the **BNZ Gold Cardholder's BNZ Gold Card**, then the amount of **pre-paid travel costs** for the **family**, charged using the **BNZ Gold Cardholder's BNZ Gold Card**, must be \$500 for travel to Australia and/or a South Pacific Island or \$1,000 for all other destinations. The insurance activation requirements for the **family** shall be the same as those specified in clause C. 3. 1.(a).

## 4. Insurance Activation Rules and Conditions (applying to the entire policy)

- 1. Maximum Duration of Cover
  - (a) To be eligible for cover under this policy, the total period of the overseas portion of **your journey** must not exceed thirty-five (35) days and **you** must hold a return travel ticket for **your journey** before **you** depart New Zealand;
  - (b) Day one of your journey commences at the date and time you depart New Zealand to commence the overseas travel (e.g. scheduled flight departure time) and concludes at the date and time you arrive back in New Zealand (e.g. scheduled air flight arrival time);
  - (c) Your cover will be automatically extended to accommodate the late arrival of your transport, providing this was your original scheduled transport; and
  - (d) An additional 24 hours is allowed each way for direct travel between the point of departure/arrival in New Zealand and your place of residence. You do not need to include these days when working out the journey period.

#### 2. Pre-paid Travel Costs

- "Pre-paid travel costs" mean the following expenses:
- (i) Return overseas travel tickets;
- (ii) Airport, departure and transportation taxes and/or surcharges;
- (iii) Pre-paid overseas accommodation; and/or
- (iv) Pre-paid international tour and/or transport costs (excluding rental vehicle hireage).
- Incorrect Activation for accompanying spouse and/or dependent children If the BNZ Gold Cardholder is travelling with his/her spouse and/or dependent children, but activates cover only for one person, there is no cover under this policy for the spouse and/ or dependent children.

4. Joint and Additional BNZ Gold Cardholders

- A joint or additional **BNZ Gold Cardholder** who is a **spouse** or **dependent child** travelling with the **BNZ Gold Cardholder**, who has activated cover for the **family** under clause C.3. will be covered under the policy as an **accompanying** insured person. If **you** are a joint or additional **BNZ Gold Cardholder** who is not a **spouse** or **dependent child**, **you** will be covered under the policy in **your** own right, provided **you** have satisfied the requirements in this clause C. Insurance Activation Clause.
- Business/Work Overseas
   You (and/or your accompanying spouse and/or dependent children) are not eligible for cover under this policy if one of the reasons for the overseas travel is to engage in business and/or work-related activities.
- 6. Switching Between Cards

If **you** switched to a **BNZ Gold Card** from a BNZ Platinum Card account after **you** purchased **your** travel and **you** have no further **pre-paid travel costs** to pay then **you** are eligible for cover under this policy provided **you** had satisfied clause C.1. of the 90 Day Platinum International Leisure Travel Insurance policy before **you** switched.

If you switched to a BNZ Gold Card from a BNZ Platinum Card account after you purchased your travel and you have insufficient pre-paid travel costs to activate cover as specified under clause C.2. or C.3. above then you are eligible for cover under this policy provided you had satisfied clause C.1. of the 90 Day Platinum International Leisure Travel Insurance policy before you switched and provided any remaining pre-paid travel costs are charged to your BNZ Gold Card.

No or Insufficient Pre-paid Travel Costs
 Other than as provided in C.4.6 above, if you have no pre-paid travel costs or they do not equal or exceed the monetary

**travel costs** or they do not equal or exceed the monetary values specified in the relevant clause C.2. or C.3. above, then **you** are not eligible for cover under this policy.

### D. Important Points to Note

#### 1. Age Limit

This policy covers current **BNZ Gold Cardholders** and **accompanying spouses** who are under 90 years of age, subject to the terms, conditions, provisions and exclusions of this policy. There are limitations to the amount and cover provided if **you** are aged 75 years to 90 years. Please refer to the Schedule of Benefits. There is no cover under this policy for persons aged 90 years or older. If **you** are aged 75 years or older refer to clause B. Application for Cover for the Mature Traveller Each and Every Journey.

#### 2. Pre-Existing Medical Conditions

This policy does not automatically provide any cover for **pre-existing medical conditions**. Please refer to section G.10. for the definition of **pre-existing medical condition**. **You** may apply for **your** (including **accompanying spouse** and/or **dependent children's**) **pre-existing medical conditions** to be covered by contacting the BNZ Helpline on **0800 269 872** and completing a Pre-Existing Medical Assessment. If **your** application for cover is granted then a premium for the cover is payable.

#### 3. Limits of Liability

**Our** liability is limited to the sums insured set out in the Schedule of Benefits.

#### 4. Luggage

The maximum sum insured is \$2,000 per item, set or pair of items, and \$6,000 for laptop computers (inclusive of all accessories).

#### 5. Safety of Your Belongings

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

#### 6. Losses

All losses under section I. 2. (Luggage, Personal Effects and Travel Documents) must be reported to the appropriate authority within twenty-four (24) hours and a written acknowledgment obtained. The appropriate cancellation measures must also be taken.

#### 7. Keep Receipts

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

#### 8. New Zealand Ministry of Foreign Affairs and Trade

You are not covered for travel into and within a location that is listed as an "extreme risk" location on the Ministry of Foreign Affairs and Trade website (www.safetravel.govt.nz). You may be covered for cancellation costs under section I. 1. 1. (Cancellation) if you decide to cancel or curtail your journey because the location(s) in your planned itinerary are upgraded or added to the Ministry of Foreign Affairs and Trade list of "extreme risk" locations after you have activated cover under this policy.

#### 9. Exclusions and Conditions

**You** should take special note of the General Policy Conditions, General Policy Exclusions, and the conditions and exclusions included in sections I. 1.- 9.

### E. Continuation of Cover

If your return to New Zealand is delayed by reason of either:

- (a) Travel delay; or
- (b) Your illness/injury, and the reason is a covered event under your policy, you are automatically insured under this policy up to a further ninety (90) consecutive days provided:
- (c) You have obtained approval from First Assistance, as soon as is possible, for this extension;
- (d) You return to New Zealand as soon as the reason for the travel delay is removed or you have recovered from your illness/ injury; and
- (e) You follow the direction/advice of First Assistance.

### F. General Policy Conditions

#### 1. General

At the time of this insurance becoming effective **you** must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the **journey**.

#### 2. Health Changes

You must notify us of any change in health or medical condition that occurs prior to departure from New Zealand, otherwise the new condition or consequences of your change in health may not be covered under the policy once your journey commences. We reserve the right to review the cover granted including withdrawing or amending cover previously approved for the journey.

#### 3. Excess

**You** must pay the first \$200 of each and every claim arising from the same event under:

- (a) Section I. 1. Cancellation, Overseas Medical and Additional Expenses;
- (b) Section I. 2. Luggage, Personal Effects and Travel Documents;
- (c) Section I. 3. Personal Liability; and
- (d) Section I. 4. Rental Vehicle Collision Damage and Theft Excess Cover.

#### 4. Loss

If you have a loss, you must:

- (a) Do what you can to prevent any further loss or expense; and
- (b) Not admit liability for the loss.

#### 5. First Assistance Requirements

If **you** require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want **us** to pay, **you** must contact **First Assistance** 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 **First Assistance** and where required, **our** advice and instructions.

#### 6. Currency

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

#### 7. New Zealand Law

This policy is governed by New Zealand law. Any dispute or difference concerning this policy must be dealt with in New Zealand, pursuant to New Zealand law. Cigna is a member of the Insurance and Savings Ombudsman (ISO) scheme, a free, independent service which can help settle any dispute you are unable to resolve with us.

#### 8. Cancellation

- (a) Pursuant to BNZ's agreement with us, this policy may be cancelled at any time, provided that BNZ shall give you thirty (30) days' written notice of any cancellation to your last known address.
- (b) If **your BNZ Gold Card** account is cancelled by either **you** or BNZ, **your** cover will cease immediately.

#### 9. Changes to this Policy

Pursuant to its agreement with **us**, and subject to agreement from **us**, BNZ may change, add to, delete or replace the terms and conditions of this policy at any time by giving **you** thirty (30) days' written notice to **your** last known address.

#### 10. Subrogation

You must provide us immediately with full particulars of any claim made against you by any other person, all legal documents served on you and allow us the sole option to negotiate settlement of, or defend the claim in your name.

#### 11. Other Cover

There is no cover under this insurance for a loss or event or liability which is covered under any other insurance policy, health or medical scheme, Act of Parliament or to the extent that free health care or treatment is available in New Zealand or under any reciprocal health agreement between the Government of New Zealand and the Government of any other country. **We** will however, pay the difference between what is payable under the other insurance policy, health or medical scheme, Act of Parliament or reciprocal health agreement and what **you** would otherwise be entitled to recover under this insurance.

#### 12. Fraudulent Claims

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

### G. Definitions

- Accompanying means departing and returning with, and following the same general itinerary as the BNZ Gold Cardholder during a journey, however allowing for overnight or day excursions (not exceeding a maximum of five (5) nights or 20% of your journey, whichever is the lesser) during the journey that the BNZ Gold Cardholder and their family may not undertake together.
- 2. Bed care means where you are necessarily confined to bed (such confinement must commence during the journey) for a continuous period of not less than twenty-four (24) hours and your confinement is certified as necessary by a legally qualified and registered medical practitioner (other than you or a member of your family) and you are under the continuous care of a registered nurse (other than you or a member of your family). Bed care does not include where you are a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or external care facility or a place for the care or treatment of alcoholics or drug addicts.
- BNZ Gold Card means a current and valid BNZ Gold card account and includes joint and/or additional cards of that BNZ Gold card account. For the avoidance of doubt, business/corporate Gold cards are not included.
- BNZ Gold Cardholder means the holder of a current and valid BNZ Gold Card.
- 5. Dependent children means your unmarried children who are under 19 years of age and living with you or under 25 years of age while they are full time students at an accredited institution of higher learning and who are primarily dependent upon you for maintenance and support. Dependent children includes your step or legally adopted children.
- Family(ies) means your spouse and/or your dependent children that are accompanying you on a journey covered by this policy.
- 7. 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.
- First Assistance means the emergency and medical assistance service provided by First Assistance which can be obtained by calling the local operator and booking a reverse charge to New Zealand +64 9 359 1675.

 Journey - means the period commencing from the time you leave your place of residence in New Zealand to travel directly to your place of departure from New Zealand for the overseas travel, and shall continue until the time you return to your place of residence in New Zealand.

The maximum duration for the overseas portion of the journey, commencing at the date and time **you** depart New Zealand and ending at the date and time **you** arrive in New Zealand, must not exceed thirty-five (35) consecutive days.

Travel between **your** point of departure and arrival in New Zealand and **your** place of residence in New Zealand must be by direct route and shall be limited to a maximum cover period of twentyfour (24) consecutive hours each side of the overseas travel.

- 10. Kidnapping/kidnapped means the seizing, detaining or carrying away of **you** by force or fraud for the purpose of demanding **ransom**.
- 11. Pre-existing medical condition means:
  - (a) Any physical defect, condition, disease or symptom, diagnosed or otherwise, of which you are aware or for which you have received medical treatment, medical advice or for which you have taken prescribed medication, in the thirty (30) day period before you purchased the travel for the journey and up until your departure from New Zealand; and
  - (b) Any physical defect, condition, disease or symptom, diagnosed or otherwise, for which any **relative**, travelling companion or any other person whose state of health will affect **your journey**, has to **your** knowledge received medical treatment, medical advice or taken prescribed medication, in the thirty (30) day period before the time **you** purchased the travel for the **journey** and up until **your** departure from New Zealand;
- 12. **Pre-paid travel costs** has the meaning given to that term in clause C. 4. 2. of the Insurance Activation Clause.
- 13. Public place means any place to which the public has access and includes but is not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches and public toilets.
- Ransom means any monetary loss, which you incur in the provision and delivery of cash, marketable goods, services or property to secure your release.
- 15. Relative means your spouse, parent, parent-in-law, son, daughter, sister, brother, grandchild, sister-in-law, brother-inlaw, daughter-in-law, son-in-law, guardian, fiancé, fiancée, halfbrother, half-sister, niece or nephew, resident in New Zealand and under 80 years of age at the time you activate your cover under this policy for your journey.
- 16. Rental vehicle means a motor vehicle rented or hired by you from a recognised motor vehicle rental company for the carriage of passengers and does not include any vehicle designed to be used for the carriage of commercial goods.
- Spouse means your spouse, or de facto partner with whom you have continuously cohabited for a period of three (3) consecutive months or more immediately preceding the commencement of your journey.

- 18. Terrorist act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.
- Transport means an aircraft, vehicle, train, vessel or other public transportation that is licensed to carry fare-paying passengers.
- Ultimate net loss means the final amount of ransom cost less any recoveries.
- 21. War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- We, our, us means Cigna Life Insurance New Zealand Limited the Insurer.
- You, your means the BNZ Gold Cardholder and includes family members.

### H. General Policy Exclusions

**We** will not pay under any section of this policy for claims arising directly or indirectly out of:

- 1. **War**, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- The intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act;
- 3. Any terrorist act.
- Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.
- Riot or civil commotion unless you have already left New Zealand or you have paid for your travel and accommodation and your cover under this policy was activated for the journey prior to the riot or civil commotion.
- 6. Circumstances where **you** can recover **your** loss or costs from any other source.
- 7. Consequential loss, or loss of enjoyment.
- 8. Any professional sporting activities.
- 9. Hazardous sports or activities including but not limited to racing (other than on foot), mountaineering involving use of ropes or guides, rock-climbing, ocean yachting, underwater activities involving use of underwater breathing apparatus (unless you hold an open water diving certificate or are diving with a qualified instructor), motorcycling (unless you are riding a motorcycle with an engine capacity of 200cc or less and hold a motorcycle licence as required by the country you are in, but always excluding motorcycle racing), skydiving, hang-gliding, hunting.

- 10. Deliberate exposure to exceptional danger unless in an attempt to preserve life, **your** own or others.
- Suicide, attempted suicide, intentional self-injury, any psychological, psychiatric, psychosomatic, nervous condition, or insanity of **you** or of any other person on whom **your** travel depends.
- A sexually transmitted disease of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV).
- 13. **You** being under the influence of alcohol or any drug other than a drug administered or prescribed by a legally qualified medical practitioner.
- 14. Any pre-existing medical condition of yours, unless you have applied to us and we have agreed in writing to cover your preexisting medical condition; and you have paid the additional premium surcharge.
- Any pre-existing medical condition of any relative, travelling companion or any other person whose state of health will affect your journey.
- Pregnancy or childbirth (except for an unexpected medical complication or emergency when **you** are no more than twentysix (26) weeks pregnant at the time the unexpected medical complication or emergency occurs).
- You travelling against medical advice or when you ought reasonably to know that you are unfit to do so.
- Any potentially fatal condition which has been diagnosed or any condition for which you are travelling to seek medical or other treatment.
- 19. You or your family engaging in any illegal conduct or criminal act.
- 20. Confiscation or destruction by customs or any other authorities.
- 21. Any interference with **your** travel plans by a government, government regulation or official authority including but not limited to refusal of a visa or permit to **you** or to any **relative** or travelling companion or restriction of access to any locality.
- 22. 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.
- 23. Any loss as a result of **you** being a crew member or pilot of any **transport** or private aircraft.
- 24. You not taking precaution to avoid a claim after there was warning in the mass media.
- 25. An event that occurs in a location listed as "extreme risk" by the New Zealand Ministry of Foreign Affairs and Trade, unless the location was upgraded or added to the list after the commencement of **your journey**.

### I. Policy Sections

# Section I. 1. - Cancellation, Overseas Medical and Additional Expenses

#### 1. Cancellation

- (a) We will pay the non-refundable unused portion of travel or accommodation arrangements paid for in advance by you following cancellation, alteration, curtailment, or incompletion of your journey due to:
  - The unforeseeable death, accidental injury, or illness of your relative, business partner or travelling companion;
  - (ii) Your unforeseeable death, accidental injury or illness provided that a claim is not also paid in respect of your death under section I. 5. or the Accidental Death or Disablement (Common Carrier) Insurance policy; or
  - (iii) Any other unforeseeable circumstances (other than death, accidental injury, or illness) outside your control; and
- (b) We will also pay travel agents' cancellation fees of up to \$500 if incurred.
- (c) The following provisions shall apply to section I. 1. 1:
  - Cancellation insurance will commence from the time you activate cover under this policy for your journey in accordance with clause C. Insurance Activation clause.
  - (ii) If you redeemed frequent flyer points or Fly Buys points in exchange for an airline ticket for your journey, we will pay you for the points lost following cancellation of your ticket. If this subsection I. 1. 1(c)(ii) applies then:
    - A. Before you submit a claim to us for a loss of points, you must first request your frequent flyer points or Fly Buys points be refunded by the provider; and
    - B. If the provider will not refund your points we will pay you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, or replace your points, at our sole discretion; or
    - C. If the provider will only refund a portion of your points, we will pay you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of your points refunded back to you, or replace the portion of your points not refunded by the provider, at our sole discretion.

#### 2. Overseas Medical and Associated Expenses

(a) We will pay your reasonable medical, surgical, hospital, ambulance, and nursing home expenses and the cost of other treatment, including emergency dental costs for the relief of sudden and acute pain, given or prescribed by a legally qualified medical practitioner (other than you or a member of your family) and necessarily incurred outside New Zealand, as a result of you suffering an accidental injury or illness during the journey. If you are hospitalised you must contact First Assistance as soon as possible. Ring the operator in your current locality to book a reverse charge call to +64 9 359 1675.

- (b) We will pay your reasonable extra travel and accommodation expenses (including the costs of meals over and above the amount you had already budgeted for less any refund received for the unused pre-paid travel and accommodation arrangements) actually and necessarily incurred on the written advice of a legally qualified medical practitioner (other than you or a member of your family), as a result of you suffering an accidental injury or illness during the journey.
- (c) We will pay the reasonable extra travel and accommodation expenses (less any refund received for the unused pre-paid travel and accommodation arrangements) actually and necessarily incurred on the written advice of a legally qualified medical practitioner (other than you or a member of your family) and with our written agreement, for one person to travel to, remain with, or accompany you back to your residence in New Zealand, as a result of you suffering an accidental injury, or illness during the journey.
- (d) We will pay for ongoing medical expenses you incur within the three (3) months after you return to New Zealand up to a maximum of \$1,000, provided that the expenses relate to a condition which first manifested itself and for which medical treatment was first received during the journey.

#### 3. Interruption and Curtailment

- (a) We will pay your reasonable extra travel and accommodation expenses (including the cost of meals over and above the amount you had already budgeted for less any refund received for the unused pre-paid travel and accommodation arrangements) actually and necessarily incurred due to:
- (b) The unforeseeable death, accidental injury, or illness of **your** relative, business partner or travelling companion; or
- (c) Any other unforeseeable circumstances (other than death, accidental injury, or illness) outside your control.

#### 4. Bed Care Patient Benefit

We will pay \$50 for each continuous twenty-four (24) hour period you are confined in a hospital as a **bed care** patient overseas, as a result of you suffering an accidental injury or illness during your journey up to a maximum of \$5,000 per person. Claims must be supported by written confirmation from the hospital of the length of your stay.

#### 5. Burial Expenses/Return of Mortal Remains

In the event of **your** death, **we** will pay the reasonable cost of returning **your** remains to **your** residence in New Zealand, or for the funeral or cremation costs if **your** body is buried or cremated at the place of **your** death.

#### 6. Travel Delay

(a) If your scheduled transport is delayed for six (6) hours or more for reasons outside your control and you cannot claim the expenses from anyone else, we will pay for your expenses up to \$250 for a single person and \$500 for families for the first day of delay. For each additional twelve (12) hour period, we will pay up to \$250 for a single person and \$500 for families. The maximum we will pay for any one continuous delay period is \$750 for a single person and \$1,000 for families. (b) If you claim the benefit set out in subsection I. 1. 6.(a) above, we will not pay for any accommodation, meals or other travelling expenses under any other subsection of section I. 1.

#### **Exclusions Applicable to Section I. 1.**

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

- The non-refundable unused portion of travel or accommodation arrangements where alternative travel or accommodation is paid for by **us** as part of a claim under this policy.
- Costs arising out of your failure to return to New Zealand after the date when in the opinion of our medical advisor, you may have safely been repatriated to New Zealand at our expense, or after the time when you failed to follow our instructions or those of First Assistance.
- Medical, surgical, hospital, ambulance, and nursing home expenses, and other costs of treatment, including dental treatment, incurred more than twenty-four (24) months after the accidental injury, or illness which is the subject of the claim, first occurred;.
- 4. Expenses incurred for continuing treatment including any medication commenced prior to the date the travel was purchased, and which you have been advised to continue during the journey, unless such medication was stolen during your journey.
- Costs for private medical treatment overseas where public care or treatment is available in any country under any reciprocal health agreement between the New Zealand and foreign governments.
- 6. Expenses incurred for dental treatment due to normal wear and tear, or the normal maintenance of dental health.
- Claims arising from delays caused by carriers or re-scheduling. This exclusion does not apply to travel delay covered under subsection I. 1. 6.(a).
- 8. Claims arising from any business commitment, financial or contractual obligation, including those of any travelling companion or person on whom the travel depends, or from when **you** or any person with whom **you** are travelling choose to change **your** dates of travel or travel itinerary, or choose not to travel, except for **your** being retrenched from **your** usual full time employment in New Zealand.
- Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey.

# Section I. 2. - Luggage, Personal Effects and Travel Documents

#### 1. Lost or Damaged Property

- (a) We will pay for the accidental loss of, theft or damage to your accompanied luggage and personal effects during your journey. We may choose to replace, repair, or pay for the loss in cash, after making allowance for depreciation, and wear and tear.
- (b) The maximum amount we will pay for any one item, set or pair of items is \$2,000, except for laptop computers (inclusive of all accessories), which is \$6,000.
- (c) Specified Items:
  - (i) You may, by calling the BNZ Helpline on 0800 269 872, specify an item (or set or pair of items) to be covered for an amount that exceeds the applicable limit of any one item as shown on the Schedule of Benefits.

- (ii) This increased limit may be up to the nominated item's (or set or pair of items) current value or \$10,000, whichever is the lesser. An additional premium of 2% of the item's value will be payable and this will be charged to **your BNZ Gold Card. You** must provide receipts or a valuation to support **your** application for cover at time of claim. Bicycles, surfboards and sporting equipment cannot be nominated as specified items.
- (iii) Please note that specified items are an extension to your item limit, not the section I. 2. (Luggage, Personal Effects and Travel Documents) limit, which remains at \$10,000 per person (\$20,000 per family).

#### 2. Emergency Replacement of Luggage

We will pay for the emergency replacement of luggage up to \$300 for a single person and \$600 in total for a **family** if **your** total luggage is delayed, misdirected or temporarily misplaced by any carrier for more than twelve (12) hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items **you** needed to purchase.

#### 3. Replacement of Travel Documents

We will pay for the non-recoverable cost of replacing personal travel documents, credit cards and travellers cheques taken with **you** on the **journey**.

#### 4. Unauthorised Use of Travel Documents

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

#### Conditions Applicable to Section I. 2.

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

- All loss or damage attributable to theft or vandalism must be reported to the appropriate authority within twenty-four (24) hours after the discovery of the loss or damage and written acknowledgement obtained.
- Any loss of credit cards, travellers cheques and travel documents must be reported as soon as possible to the issuing authority and written acknowledgement obtained. The appropriate cancellation measures must also be taken.

#### Exclusions Applicable to Section I. 2.

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

- Damage or loss arising from electrical or mechanical breakdown of any item, or loss of data, or replacement or fulfillment of mobile phone contracts.
- Scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
- Damage or loss arising from wear and tear, deterioration, or losses caused by atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, repairing, restoring or alteration.

- 4. Items of value that have been checked in as luggage (rather than being carried on to the **transport** as carry on luggage). For the purposes of this subclause, "items of value" include but are not limited to specified items, video camera(s), mobile telephone(s), photographic equipment, personal computer(s), jewellery or watches, as well as any accessories to such items.
- 5. Luggage, personal effects or travel documents left unattended in any **public place**.
- Luggage, personal effects or travel documents left in an unlocked and unattended vehicle or building.
- Unaccompanied luggage, or unaccompanied personal effects, or unaccompanied travel documents.
- Luggage, or personal effects or travel documents shipped under any freight agreement, or items sent by postal or courier services.
- Loss or damage to 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.
- 10. Any goods that are intended for sale or trade.
- 11. Losses due to devaluation or depreciation of currency.
- 12. Loss or theft of cash.

#### Section I. 3. - Personal Liability

We will pay all damages and compensation, including legal expenses incurred with **our** written consent, but not exceeding the sum insured shown in the Schedule of Benefits, **you** are legally liable to pay as a result of **your** negligence during the **journey** causing:

- (a) Bodily injury including death or illness; or
- (b) Loss of or damage to property.

#### Conditions Applicable to Section I. 3.

In addition to the General Policy Conditions, the following condition also applies:

 It is a condition of payment under this section I. 3. that you must not admit fault or liability to any other person without our prior written consent.

#### **Exclusions Applicable to Section I. 3.**

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

- Bodily injury to you or any member of your family ordinarily residing with you.
- 2. Bodily injury to any of **your** employees arising out of or in the course of employment.
- Loss of or damage to property owned by, or in the control of, you or any member of your family ordinarily residing with you.
- Loss of or damage to property owned by, or in the control of, your employees arising out of or in the course of employment.
- Loss of or damage to property or bodily injury, arising out of your ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft.
- Loss of or damage to property, or bodily injury arising out of, your business, trade or profession including professional advice given by you.

- 7. Any contract unless such liability would have arisen in the absence of that contract.
- Judgments which are not established by a court in the country in which the event occurred giving rise to your legal liability.
- 9. Punitive, aggravated or exemplary damages.
- 10. Any fine or penalty.
- 11. Loss which would be covered under the Accident Compensation Act 2001, or an industrial award.

#### Section I. 4. - Rental Vehicle Collision Damage and Theft Excess Cover

We will reimburse you for any excess or deductible, which you become legally liable to pay during the journey in respect of damage to or theft of a rental vehicle during the rental period if:

- (a) The hiring arrangement incorporated comprehensive motor insurance against damage to or theft of the **rental vehicle** during the rental period; and
- (b) **You** complied with all requirements of the rental organisation under the hiring agreement and of the insurer under such insurance.

#### Exclusions Applicable to Section I. 4.

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

- For damage or theft arising from the operation of the rental vehicle in violation of the terms of the rental agreement or damage or theft which occurs beyond the limits of any public roadway.
- 2. For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.

#### Section I. 5. - Accidental Death

- 1. If **you** die within twelve (12) calendar months as a result of an injury caused by an accident occurring during **your journey**, then:
  - (a) If **you** are a **BNZ Gold Cardholder**, **we** will pay \$100,000 to **your** estate; and
  - (b) If you are a spouse, we will pay \$50,000 to your estate.

#### **Exclusions Applicable to Section I. 5.**

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

- 1. Death caused by illness, disease, suicide or self inflicted injury.
- 2. Accidental death of dependent children.
- 3. More than one claim per person, if **you** hold duplicate or multiple cards, from any one accident.
- 4. Accidental death that is covered under the Accidental Death and Disablement (Common Carrier) Insurance policy.

#### Section I. 6. - Loss of Income

We will pay the loss of **your** usual income, up to \$1,000 per week, if **you** are injured overseas during the **journey** as a result of an accident, and within ninety (90) days of being injured **you** lose all **your** income because **you** cannot do **your** normal work when **you** return to New Zealand.

#### **Exclusions Applicable to Section I. 6.**

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

- 1. The first thirty (30) days after **you** planned to resume **your** job.
- 2. Any further benefit after **we** have paid **you** for three (3) months.
- Any injury which is covered by any legislation which provides compensation and/or rehabilitation for injury or death caused by accident.

- 4. Any inability to work as a result of sickness or disease.
- 5. Loss of income for BNZ Gold Cardholders aged 75 years or over.

#### Section I. 7. - Hijack and Detention

If **you** are hijacked or detained illegally against **your** will, **we** will pay \$100 for each consecutive twenty-four (24) hours that **you** are held captive. The most **we** will pay is \$6,000 per person.

#### Section I. 8. - Missed Connection

If **your** trip is for the purpose of attending a wedding, funeral, conference or sporting event which cannot be delayed due to **your** late arrival and the **journey** is delayed because of something unexpected and outside **your** control, **we** will pay **you** the reasonable additional cost of using alternative public **transport** to arrive at **your** destination on time. The most **we** will pay is \$2,000 per person.

#### Section I. 9. - Kidnap and Ransom

- We will reimburse you the ultimate net loss of ransom paid by you following your kidnapping during the journey. In addition, we will pay your reasonable expenses, actually and necessarily incurred following receipt of a ransom demand after your kidnapping during the journey, for:
  - (a) Fees and expenses of any independent security consultants retained by **you** as the result of such a demand provided **we** have given **our** consent to the appointment;
  - (b) Interest paid on monies borrowed from a financial institution for the purpose of paying ransom. The amount of interest we will pay will be for a term not exceeding from thirty (30) days prior to the payment of the ransom until the first business day after you receive settlement from us, on a principal sum not exceeding \$250,000, and for a rate of interest not exceeding 2% above the current overdraft interest rate charged by BNZ; and/or
  - (c) Any other expenses which are incurred for the purpose of investigating, negotiating, or paying a ransom demand or costs in recovering **you**, but excluding any expenses, fees or damages incurred as a result of any proceeding brought against **you** arising out of the **kidnapping** or the way it was handled, expenses, losses or damages caused by interruption to any business.
- The maximum amount we will pay under this section I. 9. is limited to \$250,000.

#### Conditions applicable to Section I. 9.

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

- 1. You must take all reasonable precautions to keep this insurance cover confidential.
- We will not act as an intermediary or negotiator for you, nor will we offer direct advice to you on dealing with the kidnapper.
- If anyone receives advice that you have or may have been kidnapped, they must make every reasonable effort to:
  - (a) Determine whether you have been kidnapped;
  - (b) Notify the appropriate law enforcement agency and comply with their recommendations and instructions;
  - (c) Give us immediate notification of the kidnapping or suspicion of it; and
  - (d) Record the serial numbers or other identifying characteristics of any currency or goods delivered to secure the release of the kidnapped person.

- If investigation establishes collusion or fraud by you or any other person, you must reimburse us for any payment we have made under this section.
- If following our payment to you, part or all of the ransom is recovered you are required to reimburse us the value of the amount so recovered.

#### **Exclusions Applicable to Section I. 9.**

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

- 1. If you have:
  - (a) Had kidnap insurance declined, cancelled or issued with special conditions in the past;
  - (b) Suffered a kidnapping or attempted kidnapping in the past; or
  - (c) Had an extortion demand made against **you** in the past; or
- 2. For **kidnapping** occurring in Mexico or in any country located in Central or South America.

### J. Administration and Claims Enquiries

### 1. How to Contact Us

You can contact us via the BNZ Helpline - free phone: 0800 269 872

#### 2. What to Do in the Event of a Claim:

- (a) Advise us within thirty (30) days after completion of your journey;
- (b) Submit to us all information we require in support of your claim, such as medical or police reports, declarations, receipts, BNZ Account Statement(s), frequent flyer points or Fly Buys points statements, certified translations or other evidence of ownership at your own expense, and co-operate with us at all times.
- (c) For liability claims, do not make any admission or offer. Request the claim against **you** to be put in writing.
- (d) For claims under section I. 2. (Luggage, Personal Effects and Travel Documents), you must report all incidents to the local authority within twenty-four (24) hours and a written acknowledgment obtained. You must immediately report any luggage loss or damage to the airline or carrier and submit a claim to them. The airline or carrier may be legally liable for the loss or damage.

### K. Emergency and Medical Assistance Service - First Assistance

1. In the event of an emergency overseas, simply call (reverse charge) **First Assistance** any time from any place in the world ring the operator in **your** current locality and book a reverse charge call to New Zealand +64 (9) 359 1675. The number underlined is the country code and the number in brackets is the area code.

- The overseas assistance service in this section is provided by First Assistance in conjunction with your policy.
- 3. If you require hospitalisation or emergency transportation services or need to return to New Zealand early for any reason and want us to pay, you must contact First Assistance 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 First Assistance and where required, our advice and instructions.
- In the event of an emergency whilst you are outside New Zealand, First Assistance is only a telephone call away anywhere in the world - 24 hours a day. The First Assistance telephone number is listed above in clause K. 1.
- 5. The First Assistance service is a worldwide team of highly skilled doctors and medical professionals who are available by telephone 24 hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside New Zealand.
- 6. First Assistance provides the following services free of charge:
  - (a) Access to a Registered Medical Practitioner for emergency assistance and advice;
  - (b) Emergency transportation to the nearest suitable hospital;
  - (c) Emergency evacuation back home if necessary;
  - (d) Your family back home will be advised of your medical condition and be kept informed of the situation;
  - (e) Payment guarantees to hospitals and insurance verification;
  - (f) Second opinions on surgery;
  - (g) Case management if hospitalised and cost containment and control; and
  - (h) Urgent message service and emergency travel planning.

### L. Frequently Asked Questions

If **you** have any questions or queries, please contact the BNZ Helpline on **0800 269 872** or alternatively read the Frequently Asked Questions on the Travel Insurance pages on bnz.co.nz

### 2. Accidental Death and Disablement (Common Carrier) Insurance Introduction

Accidental Death and Disablement (Common Carrier) Insurance, a feature of **your BNZ Gold Card**, provides a lump sum benefit if **you** die or suffer a specified disablement within twelve (12) calendar months as a result of an injury caused by an accident whilst **you** are travelling in or on a **transport**, including boarding and alighting during **your journey**.

This **policy** document outlines the terms, conditions and exclusions, including the requirements that must be satisfied to activate this cover. If **you** need to make a claim or have any enquiries about the insurance cover provided by this **policy**, **you** can contact **us** via the BNZ helpline on **0800 269 872**.

### A. Your Duty of Disclosure

You have a duty to disclose to us every matter that you know, or could be 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 providing you with insurance, and if so on what terms.

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**.

Any matter that **you** are required to disclose to **us** will not be covered unless **we** have agreed to provide cover in writing prior to the departure date of the **journey**. If **you** fail to comply with this duty of disclosure, **we** may be entitled to reduce or avoid **our** liability under this **policy** in respect of a claim.

Matters that  $\boldsymbol{we}$  consider should be disclosed include but are not limited to:

- (a) Travel to locations designated as "extreme risk" by the New Zealand Ministry of Foreign Affairs and Trade;
- (b) Travelling for missionary or humanitarian purposes;
- (c) Extreme or hazardous activities or pursuits; and
- (d) Sporting activities, including trekking or competitive team sports.

If **you** are in doubt regarding any aspect of **your** planned **journey** please tell **us**.

#### **Privacy Statement**

This **policy** is issued/insured by Cigna Life Insurance New Zealand Limited ("Cigna"). Cigna collects information necessary to underwrite and administer this **policy**, to maintain and improve customer service, and to advise **you** of **our** products. In the course of administering this **policy**, Cigna may exchange or disclose **your** personal information and that of any other person insured by this **policy** to:

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

#### Your Access to Personal Information

**You** may gain access to or request correction of **your** personal information by writing to:

The Privacy Manager Cigna Life Insurance New Zealand Limited PO Box 24031 Manners Street Wellington 6142, New Zealand While access to this personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some limited circumstances.

#### **Consent Acknowledgement**

By completing the application form for a **BNZ Gold Card**, completing claim forms or application forms for cover for pre-existing medical conditions or Mature Age Assessments and paying any applicable premium, **you** consent to the use of **your** personal information as stated in the Privacy Statement above.

### **B.** Important Points to Note

#### 1. Activation

To be eligible for cover under this **policy you** must have paid for **your** (and any **accompanying spouse** and/or **dependent children's**) **transport** ticket with **your BNZ Gold Card** and must have satisfied the eligibility criteria set out in clause C of the 35 Day Gold International Leisure Travel Insurance.

#### 2. Other Cover

There is no cover under this insurance for a loss or event or liability which is covered under any other insurance policy (including any automatic travel insurance or transport accident insurance), health or medical scheme or Act of Parliament. **We** will however, pay the difference between what is payable under the other insurance policy, health or medical scheme, Act of Parliament or reciprocal health agreement and what **you** would otherwise be entitled to recover under this insurance.

#### 3. Compliance with Policy Terms

We may decline to pay a claim if, amongst other reasons, you have not complied with the terms and conditions of the **policy**.

#### 4. Fraudulent Claims

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

#### 5. Exclusions and Conditions

You should be aware that cover provided under this **policy** is subject to certain terms, conditions and exclusions that are detailed in full in this **policy** document. You should take special note of these terms, conditions and exclusions.

### C. Conditions

#### 1. Active Cardholder

You must be a **BNZ Gold Cardholder** at the time **your** cover is activated in accordance with the terms and conditions of this **policy**, and at the time of the accident giving rise to a claim under this **policy**.

#### 2. Benefit Payable

The benefit payable under this **policy** will be paid to **you**, or in the event of **your** death, to **your** estate or legal representatives.

#### 3. Keep Receipts

Original receipts and documentation must be provided to substantiate **your** claim. Photocopies will not be accepted. Full evidence (including translations) is to be provided on request at **your** expense.

#### 4. Currency

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

#### 5. New Zealand Law

This **policy** is governed by New Zealand law. Any dispute or difference concerning this **policy** must be dealt with in New Zealand, pursuant to New Zealand law.

#### 6. Cancellation

- (a) Pursuant to BNZ's agreement with us, this policy may be cancelled at any time, provided that BNZ shall give you thirty (30) days' written notice of any cancellation to your last known address.
- (b) If **your BNZ Gold Card** account is cancelled by either **you** or BNZ, **your** cover will cease immediately.

#### 7. Changes to this Policy

Pursuant to its agreement with **us**, and subject to agreement from **us**, BNZ may change, add to, delete or replace the terms and conditions of this **policy** at any time by giving **you** thirty (30) days' written notice to **your** last known address.

### **D.** Definitions

- Accompanying means departing and returning with, and following the same general itinerary as the BNZ Gold Cardholder during a journey, however allowing for overnight or day excursions (not exceeding a maximum of five (5) nights or 20% of your journey, whichever is the lesser) during the journey that the BNZ Gold Cardholder and their family may not undertake together.
- BNZ Gold Card means a current and valid BNZ Gold card account and includes joint and/or additional cards of that BNZ Gold card account. For the avoidance of doubt, business/ corporate Gold cards are not included.
- BNZ Gold Cardholder means the holder of a current and valid BNZ Gold Card.
- 4. Dependent children- means your unmarried children who are under 19 years of age and living with you or under 25 years of age while they are full time students at an accredited institution of higher learning and who are primarily dependent upon you for maintenance and support. Dependent children includes your step or legally adopted children.
- Journey means a journey as described in the 35 Day Gold International Leisure Travel Insurance policy document for which you have activated cover in accordance with the terms and conditions of that insurance.
- Loss means with reference to hand or foot means complete severance through the wrist or ankle joint, and with reference to eye means irrecoverable loss of the entire sight thereof.
- Policy means the agreement between BNZ and us, under which BNZ makes Accidental Death and Disablement (Common Carrier) Insurance available to you.
- Spouse means your spouse or de facto partner with whom you have continuously cohabited for a period of three (3) consecutive months or more immediatley preceding the commencement of your journey.

- 9. Terrorist act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.
- Transport means an aircraft, vehicle, train, vessel or other public transportation that is licensed to carry fare-paying passengers.
- 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.
- 12. We, our, us means Cigna Life Insurance New Zealand Limited the Insurer.
- 13. You, your means the BNZ Gold Cardholder and includes family members.

### E. Description of Cover

- Provided you have charged the relevant transport travel ticket to your BNZ Gold Card and you die or suffer disablement within twelve (12) calendar months as a result of an injury caused by an accident whilst you are travelling on or in the transport, including boarding and alighting during your journey:
  - (a) On your accidental death if you are the BNZ Gold Cardholder or an accompanying spouse, we will pay your and/or your accompanying spouse's estate an accidental death benefit of \$200,000;
  - (b) On your accidental death if you are an accompanying dependent child, we will pay your estate an accidental death benefit of \$50,000 (per dependent child);
  - (c) On the **loss** of either both hands or both feet or **loss** of the entire sight of both eyes, **we** will pay 100% of the accidental death benefit as is applicable, set out in subsection E.1.(a) or (b) above;
  - (d) On the **loss** of one hand and one foot, or one hand and the entire **loss** of sight of one eye, or one foot and the entire **loss** of sight of one eye, **we** will pay 50% of the accidental death benefit as is applicable, set out in subsection E.1.(a) or (b) above; or
  - (e) On the loss of one hand, or one foot, or the entire loss of sight of one eye, we will pay 25% of the accidental death benefit as is applicable, set out in subsection E.1.(a) or (b) above.
- 2. The most we will pay for all claims under this policy resulting from one (1) accident is \$4,000,000, regardless of the number of insured persons who suffer an injury as a result of the accident. Where there are a number of insured persons who each suffer an injury in the same accident, we will reduce our payment to each insured person proportionately up to a total of \$4,000,000.

### F. Exclusions

We will not pay under this **policy** for any claims arising directly or indirectly out of:

- Death or disablement caused by any illness, disease, suicide or self-inflicted injury;
- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- The intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act;
- 4. Any terrorist act;
- Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise;
- 6. Consequential loss or damage;
- You, your spouse, dependent children or your designated beneficiary, executor(s), administrator(s), legal heirs or personal legal representatives engaging in any illegal conduct or criminal act;
- For more than one of the events specified in section E.1 (a)-(e) per person;
- More than one claim per person, if you hold duplicate or multiple cards, from any one accident;
- Accidental death where we have already paid a claim under section I.5. of the 35 Day Gold International Leisure Travel Insurance policy.

### G. Claims Procedure

If you need to make a claim you can contact us via the BNZ helpline – 0800 269 872 during normal business hours. A claim form will be sent to you.

### 3. Purchase Protection Insurance

Purchase Protection Insurance, a feature of **your BNZ Gold Card**, is ninety (90) days of insurance against loss, theft or damage for new items **you** purchase with **your BNZ Gold Card**. This is **your policy** outlining the terms, conditions and exclusions of Purchase Protection Insurance. Read it and keep it handy, should **you** need to make a claim in the future.

#### Cancellation

- Pursuant to BNZ's agreement with us, this policy may be cancelled at any time, provided that BNZ shall give you thirty (30) days written notice of any cancellation to your last known address.
- If your BNZ Gold Card account is cancelled by either you or BNZ, your cover will cease immediately.

#### **Changes to this Policy**

Pursuant to its agreement with **us**, and subject to agreement from **us**, BNZ may change, add to, delete or replace the terms and conditions of this **policy** at any time by giving **you** thirty (30) days written notice to **your** last known address.

### A. Definitions

- BNZ Gold Card means a current and valid BNZ Gold credit card issued by BNZ in connection with a credit card account (and includes joint and/or additional cards issued on such an account).
- BNZ Gold Cardholder means a person to whom BNZ has issued a BNZ Gold Card and includes the principal cardholder and any joint and/or additional cardholder to whom a BNZ Gold Card has been issued unless otherwise stated.
- 3. Insurer means Cigna Life Insurance New Zealand Limited.
- Policy means this BNZ Gold Purchase Protection Insurance document and the terms, conditions and exclusions contained within this BNZ Gold Purchase Protection Insurance document.
- We, our, us means Cigna Life Insurance New Zealand Limited the insurer.
- 6. You, your means a BNZ Gold Cardholder.

### B. Terms and Conditions

- Purchase Protection Insurance provides automatic insurance protection for new retail items of personal property which are paid for by a BNZ Gold Cardholder in full with a BNZ Gold Card subject to the terms, conditions and exclusions of this policy.
- The goods are insured for ninety (90) consecutive days from the date of purchase in the event of loss, theft, or damage anywhere in the world, in excess of other applicable insurance.
- 3. Our liability shall not exceed:
  - (a) In respect of a single claim, the actual purchase price of the goods which is paid for using a **BNZ Gold Card** provided that no payment shall exceed NZ\$2,500 for any item; or
  - (b) In respect of all claims in any twelve (12) month period, payments to any BNZ Gold Cardholder shall, in aggregate, not exceed NZ\$100,000.
- 4. Where the insured item is part of a pair or set, the BNZ Gold Cardholder will receive no more than the value (as described in point 3 above) of the particular part or parts stolen, lost or damaged regardless of any special value that the item may have of such pair or set, nor more than the proportional part of an aggregate purchase price of such pair or set.
- 5. We may, at our option, pay the reasonable costs to repair, rebuild, replace or reinstate damaged or stolen or lost goods, or pay cash for said goods subject to point 3 above and to the exclusions, terms and limits of liability as stated in this policy. Payment to the BNZ Gold Cardholder for replacement or reinstatement of the goods will mean that the original damaged goods (whether in part or whole) become our property.
- We will only pay an amount in excess of any insurance cover to which the BNZ Gold Cardholder is entitled to claim under any other policy of insurance as a result of theft or loss of or damage to the goods.

### C. Exclusions

- 1. We shall not be liable to pay any claim under this **policy** resulting from:
  - (a) Flood or earthquakes;
  - (b) War or war-like hostilities;
  - (c) Radioactive contamination;
  - (d) Damage caused by atmospheric or climatic conditions, mould or fungus, insects, rodents or vermin;
  - (e) Normal wear and tear, or damage arising from inherent defect in the goods including electrical or mechanical breakdown;
  - (f) Lawful confiscation by police, government agencies, courts or other empowered authorities;
  - (g) Fraud or illegal acts or abuse to or in respect of the goods;
  - (h) Consequential loss or damage, punitive damages; or
  - (i) Damage or loss which is insured under another policy or which would be insured under another policy but for the application of an excess or a limit under the other policy.
- We shall not be liable to pay any claim under this policy for theft or loss of or damage to:
  - (a) Jewellery and watches from baggage unless hand carried and under the personal supervision of the BNZ Gold Cardholder or the BNZ Gold Cardholder's travelling companion;
  - (b) Animals or plant life;
  - (c) Cash, bullion, negotiable instruments, travellers' cheques, or tickets of any description;
  - (d) Consumable or perishable items (including but not limited to food, drugs, cosmetics, fuel or oil);
  - (e) Motor vehicles, motorcycles or motor scooters, watercraft, aircraft;
  - (f) Goods purchased for commercial use including items or tools of trade or profession;
  - (g) Goods which will or have become landlord's fixtures and fittings;
  - (h) Sporting equipment while being used; or
  - (i) Second-hand items including antiques.
- 3. We shall not pay any claim under this **policy** when such theft, loss or damage is procured by, at the instigation of, or deliberately caused by the **BNZ Gold Cardholder**.

### D. Claims procedures

- In the event of loss or damage to goods giving rise to a claim under this **policy**, the **BNZ Gold Cardholder** must:
  - (a) Notify us by telephone 0800 269 872 no later than fifteen (15) calendar days from the date of loss. Loss Reports must be completed and returned within thirty (30) calendar days of receipt at our Claims Department, PO Box 24031, Wellington 6142, New Zealand. Failure to report your loss or to fully complete and submit the Loss Report within the times stated above may result in the denial of your claim;
  - (b) Maintain and forward when requested copies of all relevant receipts and other documents as well as detailed particulars and proof of **your** loss as **we** may reasonably require;

- (c) Disclose to us details of any other insurance cover under which the BNZ Gold Cardholder is entitled to claim and the BNZ Gold Cardholder must first make a claim under that insurance;
- (d) Retain damaged property for inspection by us or its representative;
- (e) Give to us all reasonably necessary information and assistance to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which we shall or would become entitled or subrogated upon our making payment or making good any loss or damage under this **policy**; or
- (f) Give immediate written notice to the police of goods lost or stolen or willfully damaged and obtain a police report and/or crime number.

### E. Important points to note

- The BNZ Gold Cardholder must take all reasonable care to protect and maintain the goods insured under this **policy** against loss, theft or damage.
- The interest of the BNZ Gold Cardholder under this policy may not be assigned or transferred in any way without our prior written consent.
- Cover under this policy is extended to any person who by way of a gift receives any goods purchased by the BNZ Gold Cardholders, subject to the terms, conditions and exclusions of this policy. To assist you with a claim, or for further information contact the Cigna Life Insurance New Zealand Limited Claims Department on 0800 269 872 (9am – 5pm during weekdays).

### 4. Extended Warranty Insurance

This is **your policy** outlining the terms, conditions and exclusions of Extended Warranty Insurance. Read it and keep it handy, should **you** need to make a claim in the future.

#### Cancellation

- Pursuant to BNZ's agreement with us, this policy may be cancelled at any time, provided that BNZ shall give you thirty (30) days written notice of any cancellation to your last known address.
- If your BNZ Gold Card account is cancelled by either you or BNZ, your cover will cease immediately.

#### **Changes to this Policy**

Pursuant to its agreement with **us**, and subject to agreement from **us**, BNZ may change, add to, delete or replace the terms and conditions of this **policy** at any time by giving **you** thirty (30) days written notice to **your** last known address.

### A. Definitions

- Business day is a reference to any day on which all of the major trading banks are open for business in Auckland.
- BNZ Gold Card means a current and valid BNZ Gold credit card issued by BNZ in connection with a credit card account (and includes joint and/or additional cards issued on such an account).

- BNZ Gold Cardholder means a person to whom BNZ has issued a BNZ Gold Card and includes the principal cardholder and any joint and/or additional cardholder to whom a BNZ Gold Card has been issued unless otherwise stated.
- Coverage means the insurance coverage provided under this policy.
- 5. Covered breakdown means the failure of a covered product to operate for the purpose for which it was designed by reason of a breakdown or defect, which would be covered by the terms of the original warranty if not restricted in time.
- 6. Covered product means a new domestic appliance product purchased in New Zealand during the policy term that has an original warranty of at least six (6) months and no greater than four (4) years and which is paid for in full by a BNZ Gold Cardholder with a BNZ Gold Card.
- 7. Extended warranty period means:
  - a. Where the original warranty is between twelve (12) months and four (4) years, the period starting from the date the original warranty expires and ending no later than twelve (12) months after commencement of the extended warranty period; and
  - b. Where the original warranty is six (6) months or more but less than twelve (12) months, then this means the original warranty period is doubled.
- 8. Insurer means Cigna Life Insurance New Zealand Limited.
- 9. Original warranty means the express and implied obligations, rights and duties embodied in the written warranty provided by the manufacturer, which is applicable in New Zealand, of the covered product when it is purchased new. The warranty must have coverage of no less than six (6) months and no more than four (4) years.
- Policy means this BNZ Gold Extended Warranty Insurance document and the terms and conditions contained within this BNZ Gold Extended Warranty Insurance document.
- Repair agent means a dealer or independent service centre authorised by the Insurer to perform assessment and/or repairs of covered products.
- 12. We, our, us means Cigna Life Insurance New Zealand Limited the Insurer.
- 13. You, your means a BNZ Gold Cardholder.

### B. Description of cover

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

### C. Exclusions

We shall not be liable under this policy for:

- Any costs other than parts and/or labour costs resulting from a covered breakdown or any costs relating to a part or circumstance not otherwise covered by the original warranty.
- 2. Any other obligation and costs other than those specifically covered under the terms of the **original warranty** or under a supplier's statutory warranty pursuant to section 12 of the Consumer' Guarantees Act 1993 (or any replacement provision in any legislation) or where the **BNZ Gold Cardholder** has failed to comply with the **original warranty**.
- 3. A breakdown as a direct or indirect result of transportation, delivery or installation of the **covered product**.
- Boats, automobiles, motorboats, aeroplanes or any other motorised vehicles and/or their integral parts.
- 5. Property damage, freight costs, consequential damage.
- 6. Items with a purchase price more than NZ\$10,000.
- Items in respect of which the **original warranty** is less than six
   (6) months or more than four (4) years.
- Items purchased for resale or items which are used goods, damaged goods, seconds or shop-soiled goods at the time of purchase.
- Purchase of real estate and moveable fixtures or fittings which are intended to form part of a real estate purchase.
- 10. Items without the original manufacturer's serial number.
- 11. Items used for, or intended to be used for, commercial, retail, property rental, or other business purposes.
- 12. Any costs relating to damage to covered products caused by accident, neglect, abuse, wilful damage, vermin and insect infestation, misuse, theft, sand, earthquake, lightning, explosion, aircraft impact, water damage, corrosion, battery leakage or Acts of God.
- Any costs related to problems or malfunctions caused by unauthorised modifications or failure to follow the manufacturer's installation, operation or maintenance instructions.
- 14. Any costs of retuning or realigning of any appliance or any adjustment intended by the manufacturer to be carried out by the end-user or their contractors, servants or agents.
- Replacement of any form of consumable item including but not limited to batteries, heads, filters, lamps, belts, bags, cartridges and the like.
- Any cost incurred in servicing, inspection or cleaning of the appliance other than under a covered product claim.
- 17. The cost of any call-out or labour charge where the **repair agent** is unable to find a fault to the **covered product**.
- The cost of repairing cosmetic damage where the function of the appliance is unaffected such as dents, paint and product finish, scratches and rust.
- Breakdown resulting from power outages or surges, inadequate or improper voltage or current or faults in any electrical supply/ connection or plumbing.

- 20. Any costs arising from or relating to the attachment of or incorporation into the **covered product** of additional products or components outside of the ordinary course of operation, unless such attachment or incorporation is carried out with the approval of the manufacturer of the **covered product**.
- 21. Any costs arising out of or relating to reformatting of the hard disk in any product or faulty workmanship occurring during the execution of repairs, maintenance, cleaning, alteration or overhaul of the product and/or loss or damage caused or arising out of, or the cost of, preventative maintenance work and/or any adjustments of any part or assembly of the **covered product**.
- 22. Any costs arising from or relating to any user replaceable batteries, viral contamination, trackball and pointing devices or loss and/or damage directly or indirectly caused by software, battery, fuse or other consumable product.
- 23. Any unexpired portion of the **original warranty** due to the liquidation, closure of business (whether temporary or permanent) or other such interruption affecting the manufacturer or the manufacturer's ability to honour its warranty.
- 24. Any costs arising out of any cost of expenses of modification or recall of the product necessitated by design fault, public safety or otherwise required by law.

### D. Limits of liability

- The maximum limit of liability available under this **policy** is NZ\$10,000 per annum per **BNZ Gold Cardholder** in respect to any one **covered product**.
- The BNZ Gold Cardholder cannot receive more than the purchase price of the covered Product recorded in the BNZ Gold Card receipt.
- 3. Where a covered product is part of a pair or set, the BNZ Gold Cardholder will receive only that portion of the purchase price paid in respect of that part of the covered product regardless of any special value that the covered product may have as part of such pair or set.
- 4. We, at our sole option, may elect to:
- (a) Repair, rebuild or replace the **covered product** with a product of similar quality (whether wholly or in part); or
- (b) Pay cash for the covered product, not exceeding the purchase price thereof and subject to the exclusions, terms and limits of liability as stated in this policy by notifying the BNZ Gold Cardholder of its intention to do so within seven (7) business days following receipt of the required claim form.

### E. Claims procedures

 The BNZ Gold Cardholder must maintain and forward when requested copies of all relevant receipts and other documents reasonably requested by us or our designated claims administrator in order to process a valid claim.

- The BNZ Gold Cardholder must notify us, by telephone 0800 269 872 as soon as practicable after becoming aware of a covered breakdown but no later than twenty (20) calendar days after it has occurred. Failure to give such notice to us within twenty (20) calendar days may result in denial of the claim.
- In addition to sub-clause E.2, the BNZ Gold Cardholder must, within thirty (30) calendar days from the date of notification of a covered breakdown complete, sign and return a claim report to us at Cigna Life Insurance New Zealand Limited, Claims Department, PO Box 24031, Wellington 6142, New Zealand.
- 4. The claim report completed by the BNZ Gold Cardholder must include the original BNZ Gold Card receipt evidencing payment for the covered product with the BNZ Gold Card, and a copy of the original warranty terms and conditions.
- 5 Prior to proceeding with any repair services, the **BNZ Gold Cardholder** must notify and obtain approval from **us**.
- Our payment made in good faith will discharge us in respect of the claim.

### F. Subrogation

- Following our payment of a BNZ Gold Cardholder claim in respect of a covered breakdown, we shall be subrogated to the extent of that payment, to all the rights and remedies of the BNZ Gold Cardholder against any party in respect of the loss, and shall be entitled at our own expense to sue in the name of the BNZ Gold Cardholder.
- The BNZ Gold Cardholder must give us all such assistance as we may reasonably require to secure our rights and remedies including the execution of all documents necessary to enable us to bring suit in the name of the BNZ Gold Cardholder.

### G. Eligibility

Benefit for **BNZ Gold Cardholder** only: The **coverage** extends only to **BNZ Gold Cardholders**. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits of this **policy. BNZ Gold Cardholders** cannot assign their benefits without **our** prior written approval.

### H. Due diligence

The **BNZ Gold Cardholder** must use due diligence and do all things reasonably practicable to avoid a **covered breakdown** occurring in respect of a **covered product**. The **insurer** will not unreasonably apply this provision to avoid claims under this **policy**.

### I. False or fraudulent claims

If a **BNZ Gold Cardholder** makes any claim knowing it to be false or fraudulent in any respect, that **BNZ Gold Cardholder** will no longer be entitled to the benefits under this **policy** or to the payment of any claim made under this **policy**.

To assist **you** with a claim, or for further information contact the Cigna Life Insurance New Zealand Limited claims Department on **0800 269 872** (9am – 5pm during weekdays).

### 5. PriceGuard

We offer you price protection through PriceGuard. If you buy an item with your BNZ Gold Card and find an advertisement for the same item at a lower price, we will give you a refund for the difference. The minimum purchase price for any single item is NZ \$150.

This is **your** policy outlining the terms, conditions and exclusions of PriceGuard. Read it and keep it handy, should **you** need to make a claim in the future.

#### Cancellation

- Pursuant to BNZ's agreement with us, this policy may be cancelled at any time, provided that BNZ shall give you thirty (30) days written notice of any cancellation to your last known address.
- If your BNZ Gold Card account is cancelled by either you or BNZ, your cover will cease immediately.

#### **Changes to this Policy**

Pursuant to its agreement with **us**, and subject to agreement from **us**, BNZ may change, add to, delete or replace the terms and conditions of this policy at any time by giving **you** thirty (30) days written notice to **your** last known address.

### A. Description of Cover

We will reimburse you for the difference between the price you paid for an item entirely paid for with your BNZ Gold Card and a lower advertised price for the same item (same brand, make, model name and/or number) that is actually available in New Zealand from a competing retailer/supplier at the time you seek cover through PriceGuard.

### **B.** Exclusions

We shall not be liable under this policy for:

- 1. Any item less than NZ \$150 or more than NZ \$5000.
- 2. Mobile phones.
- Items for which the printed advertisement containing the lower price was published more than 30 days after the purchase.
- Cash, travellers' cheques, transportation tickets, show tickets, securities and other negotiable instruments, bullion, stamps, or lottery tickets to events or for entertainment.
- 5. Jewellery, gems, art, antiques and collection items.
- 6. Any perishable item including food, beverages, tobacco and fuel.
- Para-pharmaceutical and other medical products, optical or medical products and/or equipment.
- 8. Customised/personalised, unique and one-of-a-kind items.
- 9. Any item acquired illegally.
- 10. Living animals and plants.
- Any motor vehicles including any wheeled vehicles, automobiles, boats and airplanes, and any equipment and/or parts necessary for their operation and/or maintenance.
- Land, permanent structures and fixtures (including but not limited to buildings, homes, dwellings, and building and home improvements).

- Any services or intangible items **you** may purchase (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods or property, or professional advice of any kind).
- 14. Products purchased by a person not resident in New Zealand.
- 15. Purchases made by store employees or using employee discounts.
- Shipping and/or transportation costs or price difference due to shipping, handling costs and sales tax.
- 17. Internet purchase or advertisements.
- Price comparisons to items purchased outside of New Zealand or in a Duty Free zone.
- Used, antique, recycled, previously owned, rebuilt, or remanufactured items, whether or not you knew the item was used, antique, recycled, previously owned, rebuilt, or remanufactured.
- 20. Items advertised in or as result of "limited quantity", ex demo, trade in offers "going out-of-business sales", "cash only" or "close out" advertisements, parallel imported product, items shown on price lists or price quotes, cost savings as a result of package offer, manufacturer's coupons or free items, or where the advertised price includes bonus or free offers, special financing, installation or rebate, or one-of-a-kind or other limited offers.
- 21. Any price difference found in an outlet not open to the public.
- 22. Any price difference found with an item sold as a special deal available only to the members of specific organizations such as clubs and associations, other than those available with **your BNZ Gold Card**.
- 23. Items purchased for resale, professional, or commercial use.
- 24. Items purchased subject to rebate, redeemable manufacturer's coupon, or any refund of any sort, in which case **your** purchase price will be determined by taking into account any such rebate or refund.
- 25. A new item that is part of a whole that is not totally new.

### C. Conditions

- 1. The product must be paid for entirely with **your BNZ Gold Card**.
- The advertisement must be published within 30 days of your purchase.
- 3. You must contact us within 14 days from the advertisement's publication.

### D. Deductible

 $\mathbf{W}\mathbf{e}$  will be responsible for paying the total price difference within the limitation stated below.

### E. Coverage Limitation

- We will pay up to NZ \$1,000 per occurrence with a maximum of NZ \$5,000 per BNZ Gold Card per policy period.
- 2. Multiple purchases of the same item are limited to a NZ \$1,000 maximum claim payment per sales receipt.

- Claim payment on any claim will not include merchant's credit, discount and/or manufacturer's rebates, and shipping and handling fees.
- 4. In no event will we pay more than the actual amount charged for the item.

### F. Duties After An Accident or Loss

In the event of a PriceGuard event or loss you shall:

- 1. Contact us at **0800 269 872** (9am 5pm during weekdays) to obtain a Claim Report form.
- Complete, sign and return the form with the following documents:
   (a) An original receipt showing payment entirely with your BNZ
  - (a) An original receipt showing payment entirely with your Br Gold Card.
    - (b) Any document proving the difference in price between your item and the same, lower priced item; these documents include catalogues, seller's official notification, and advertisements, and should enable us to identify the item, the price and the manufacturer's or distributor's references as well as the validity period of such price.
- 3. The Claim Report form and accompanying documents must be returned to **us** within 14 days from making the original claim.
- Once the required documentation is submitted and your claim is verified, you will receive a cheque for the price difference, up to the limit stated in the Coverage Limitation section.
- In the event that certain required documents are not included, we will notify you and keep the file open for 30 days from the date your claim is received or until all necessary documentation is provided, whichever occurs first.

### G. Definitions

- BNZ Gold Card means a current and valid BNZ Gold credit card issued by BNZ in connection with a credit card account (and includes joint and/or additional cards issued on such an account).
- BNZ Gold Cardholder means a person to whom BNZ has issued a BNZ Gold Card and includes joint cardholders or the principal cardholder and any additional cardholder to whom a BNZ Gold Card has been issued unless otherwise stated.
- Cheque(s) means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature, or drafts that have been endorsed by you before being lost or stolen
- 4. We, our, us means Cigna Life Insurance New Zealand Limited.
- 5. You, your means a BNZ Gold Cardholder.

#### Your Guide to 35 day Gold International Travel Insurance

Emergency and Medical Assistance Service - provided by First Assistance Period of Insurance: 4pm 29 July 2013 - until further notice

Subject to the terms, conditions, provisions and exclusions of the policy, the bearer of this card is covered under BNZ Gold International Travel Insurance. In the event of an emergency overseas simply call (reverse charge) anytime from any place in the world:

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1. Ring the operator in your current locality.

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2. Book a reverse charge call to New Zealand +64 9 359 1675.

### Important Document - please retain for reference

Cigna Life Insurance New Zealand Limited Phone: 0800 BNZ TRAVEL (0800 269 872),

If calling from overseas, please call +64 (9) 359 1675 and reverse the charges

# BNZ Gold credit cards

#### For BNZ Gold Card enquiries

Call **0800 BNZ GOLD (269 4653)**, call **+64 4 470 9201** collect from overseas.

#### For lost or stolen BNZ Gold Cards

Call **0800 735 901**, call **+64 4 473 5901** collect from overseas or report it to any bank displaying Visa or MasterCard, or any American Express Travel Service Office (as applicable).



All enquiries in New Zealand please call freephone



> Call us on **0800 269 872** 

