TSB Credit Mastercard® Insurance Terms and Conditions



Effective 21 November 2022

An overview of our Credit Mastercard® Insurance terms and conditions

These Credit Mastercard Insurance terms and conditions cover both the Everyday Insurance and TSB Platinum Mastercard Travel Insurance policy wordings. Please read each policy carefully.

| Type of cover | Insurance Provider | TSB Platinum Mastercard | TSB Low Rate Mastercard | Page Number |
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| Everyday Insuranc | e | | | |
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| Price Protection Insurance | AIG | ~ | ~ | 16 |
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Everyday Insurance

These insurance covers are provided by AIG Insurance New Zealand Limited ("AIG"), under an agreement with Mastercard Asia/Pacific Pte Limited (Mastercard).

How to make an Everyday Insurance claim

To file a claim, log on to nz.mycardbenefits.com, contact AIG by emailing APAC.Mastercard@aig.com, or call the AIG Customer Service team on 0800 231 234 between 8.30am and 5pm, Monday to Friday (except public holidays). Please email all claims correspondence and details required to AIG at APAC.Mastercard@aig.com.

TSB Platinum Mastercard Travel Insurance

TSB Platinum Mastercard Travel Insurance is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622 and underwritten by The Hollard Insurance

Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), ("Hollard"), Level 26, 188 Quay Street, Auckland 1010.

How to make a Travel Insurance claim

Please contact one of the Allianz Partners Claims Consultants on 0800 800 357 between 8.30am and 5pm Monday to Friday or email Allianz at claims@allianz-assistance.co.nz.

Emergency Travel Assistance

If you are overseas and require emergency assistance, please contact Allianz Partners Emergency Assistance. Skilled professionals are available 24 hours 7 days a week. Call collect on +64 9 486 6868.

General Travel Insurance policy enquiries

If you have general enquiries, please contact one of the Allianz Partners Customer Care Team on 0800 800 357 between 8.30am and 5pm Monday to Friday.

You can also check our Frequently Ask Questions by visiting www.tsb.co.nz/faqs.

Everyday Insurance

Effective 21 November 2022



Introduction

These terms and conditions explain your rights and obligations under the insurance covers that comes with the TSB Platinum Mastercard and the TSB Low Rate Mastercard.

The type of insurance cover provided with each card can be summarised as follows:

| Type of cover | TSB Platinum Mastercard | TSB Low Rate Mastercard | |
|--------------------------------------|-------------------------|--------------------------------|--|
| Purchase Protection Insurance | ~ | ~ | |
| Price Protection Insurance | ~ | ~ | |
| Mobile Phone Protection Insurance | ~ | ~ | |

Please read these terms and conditions carefully. For each type of insurance cover, they explain what is covered, what is not covered, and what you need to do in order to make a claim.

The insurance covers are provided by AIG Insurance New Zealand Limited ("AIG"), under an agreement with Mastercard Asia/Pacific Pte Limited (Mastercard). The agreement requires AIG to pay valid claims that comply with these terms and conditions and gives you the legal right to enforce that requirement directly against AIG.

AIG's current financial strength rating by an approved rating agency can be found at https://www.aig.co.nz/about-us/solvency-financial-strength.

TSB and Mastercard are not the insurers and are not liable for any claims made under these terms and conditions. TSB is not the agent of AIG in relation to the insurance covers and does not guarantee the obligations of AIG.

TSB, AIG or Mastercard do not provide financial advice or recommendations on the suitability of the insurance cover for your personal circumstances. If you require this service, you should obtain your own independent professional advice.

These terms and conditions are governed by and construed according to New Zealand law. The Courts of New Zealand have exclusive jurisdiction to settle any dispute arising or connection with the terms and conditions if the dispute cannot be resolved with you through our complaints resolutions process.

Certain words have special meanings for Everyday Insurance

Certain words and phrases have special meanings when used in these terms and conditions for Everyday Insurance. We have included a glossary below to explain their meanings. Keep a lookout for these as you read through.

Accidental damage

Damage to an item due to an accident, which means the item can no longer perform the function it was intended for due to broken parts or material or structural failures.

Business

(i) a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or (ii) any other activity engaged in for money or other compensation.

Collectable item(s)

An object suitable for a collection, originally a work of fine art or an antique, including also any of a wide variety of items collected as a hobby, for display, or as an investment whose value may appreciate that may include but not limited to antiques, toys, coins, comic books and stamps.

Customised/personalised items

Items that may have been specially ordered for the eligible cardholder e.g., shoes/shirts with printed name on etc.

Eligible card

Any current and valid TSB Platinum Mastercard or TSB Low Rate Mastercard issued by TSB.

Eligible cardholder

Each cardholder with an eligible card, including the primary cardholder and additional cardholders.

Eligible mobile phone

The postpaid or prepaid mobile phone associated with the eligible cardholder.

Excess

The amount we deduct from claims before the insurance benefits become payable as set out in the summary of benefits and cover sections below.

Goods

New retail items of personal property which are paid for by an eligible cardholder in full using an eligible card.

In-store printed promotion

A sales promotion taking place in a retail store which shows: (i) the authorized dealer or store's name; (ii) item (including model number); (iii) item price; and (iv) the dates in which the item's price is effective on a printed poster, leaflet or is shown on the product shelf.

Lower price

The price that is below the original price paid for the same item, identified by the same brand, make, model name and model number, as shown in a printed advertisement, in-store printed promotion or a no auction internet advertisement.

Mysteriously disappear

The vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

No-auction internet advertisement

An advertisement posted on the internet by a non-auction merchant with a valid tax identification number.

Postpaid

A mobile phone subscription where the eligible cardholder enters into a contract with a mobile provider with a monthly billing arrangement.

Prepaid

A mobile phone subscription for which credit is purchased in advance of using the mobile provider's services.

Primary cardholder

The person in whose name the eligible card is opened.

Printed advertisement

An advertisement appearing in a newspaper, magazine or store circular which states: (i) the authorized dealer or store's name; (ii) item (including model number); (iii) item price; and, (iv) the dates in which the item's price is valid.

Public place

Any place accessible to the public, including but not limited to shops, airports, bus depots, streets, hotel foyer (and hallways and grounds), restaurants, beaches, public toilets, unlocked hostel and hotel rooms.

Theft

Means the illegal act of taking a covered purchase or an eligible mobile phone depending on the coverage belonging to an eligible cardholder without their consent, with intent to deprive him/her of its value.

Unattended

Means, but is not limited to, when an item is not on your person at the time of loss, left with a person other than your travelling companion, left in a position where it can be taken without your knowledge, including on the beach or beside the pool while you swim, leaving it at a distance where you are unable to prevent it from being unlawfully taken.

War

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 or AIG

AIG Insurance New Zealand Limited.

You, your

An eligible cardholder.

How to make a claim

To file a claim, log on to nz.mycardbenefits.com or contact us by sending an email to APAC.Mastercard@aig.com or calling the AIG Customer Service team on 0800 231 234 between 8.30am and 5pm, Monday to Friday (except public holidays). Please forward all claims correspondence and details required by emailing to APAC.Mastercard@aig.com.

Cancellation

All or part of the insurance covers may be cancelled by us at any time by giving you not less than thirty (30) days' prior notice. This will not affect any claim arising from card transactions made before the effective date of cancellation.

We can give you notice of cancellation by any one or more of the following methods:

- A letter sent by TSB to the primary cardholder's last known address.
- Inserts in the TSB statement for your card.
- An email sent by TSB to the primary cardholder's last known email address.
- Displaying a notice on TSB's website (www.tsb.co.nz) and in all TSB's branches.
- Statements by TSB in the media (including public notices).

If the eligible card is cancelled by either the eligible cardholder or TSB, your cover will cease immediately. This will not affect any claim arising from card transactions made before the effective date of cancellation.

Changes

We may change any part of these terms and conditions at any time by giving you not less than thirty (30) days' prior notice.

We can give notice of the change by any one or more of the following methods:

- A letter sent by TSB to the primary cardholder's last known address.
- Inserts in the TSB statement for your card.
- An email sent by TSB to the primary cardholder's last known email address.
- Displaying a notice on TSB's website (www.tsb.co.nz) and in all TSB's branches.
- Statements by TSB in the media (including public notices).

If we change any part of these terms and conditions, this will not affect any claim by you arising from card transactions made before the effective date of the change.

For your benefit, a copy of the most recent terms and conditions can be accessed by visiting www.tsb.co.nz/credit-mastercard.

Sanctions Exclusion

AIG will not be liable to provide any insurance cover or make any payment to you if to do so would be in violation of any sanctions law or regulation which would expose AIG, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

Fair Insurance Code

AIG, as a member of the Insurance Council of NZ Incorporated, subscribes to the Fair Insurance Code.

Complaints and Feedback

Learning about your experiences with us and our service partners helps to improve the way we do business with you. If you have feedback, or an issue you would like resolved we encourage you to make contact. Below is information on how to contact us and how we will work together to resolve any concerns you have.

How to provide feedback or make a complaint

You can provide feedback or make a complaint by emailing us at customerfeedbacknz@aig.com and/or in writing to:

AIG Insurance New Zealand Limited

PO Box 1745

Shortland Street

Auckland 1140

Or by submitting an online form on our website at www.aig.co.nz/contact/feedback-and-complaints-form

If you are not satisfied with our response to your complaint, you can request to have the matter reviewed by our Internal Dispute Resolution Committee ("Committee") by contacting the person who signed your complaint response letter or by contacting:

The Chairperson IDRC

AIG Insurance New Zealand Limited

PO Box 1745

Shortland Street

Auckland 1140

Or by email at customerfeedbacknz@aig.com

If your complaint cannot be resolved to your satisfaction through the Committee within two (2) months of when you first lodged it with us, we will provide you with a 'deadlock' letter so you can take your matter to the Financial Services Complaints Limited (FSCL). FSCL is a free and independent body approved by the Ministry of Consumer Affairs.

We will comply with any decision made by FSCL. Contact details for FSCL are:

Financial Services Complaints Limited

PO Box 5967

Wellington, 6101

0800 347 257

info@fscl.org.nz http://www.fscl.org.anz

Privacy Notice

We comply with the Privacy Act 2020 and the Information Privacy Principles under that Act. Further information about our Privacy Policy is available at www.aig.co.nz or by contacting us at privacy.officerNZ@aig.com.

Purchase Protection Insurance

This insurance cover is only available to TSB Platinum Mastercard and TSB Low Rate Mastercard cardholders.

1. Summary of benefits and cover

Purchase Protection Insurance provides one hundred and eighty (180) consecutive days of cover against theft or accidental damage over new personal items that you purchase with your eligible card unless not covered by us as set out below.

Limit per claim: NZ\$675

Limit for all claims combined in any 12-month period: NZ\$675

Excess per claim: Nil

To make a claim under this cover, you will be required to provide details and proof of theft or accidental damage, including the sales receipt and eligible card statement showing the relevant purchases. If you don't do this, we may decline your claim.

The above is a summary only. The details and terms and conditions of this insurance cover are explained in more detail below.

2. Terms for Purchase Protection Insurance and what we do not cover

- 1. This cover provides insurance protection for goods.
- The goods are insured for one hundred and eighty (180) consecutive days from the date of purchase against theft, or accidental damage anywhere in the world.
 We will not pay any claim for theft or damage that occurs after the end of that period.
- 3. You cannot make more than one claim in relation to any single purchase.
- 4. The maximum we will pay any eligible cardholder is NZ\$675 for all claims combined in any 12-month period.
- 5. Our liability will not exceed the actual purchase price of the goods that you paid in full using an eligible card.
- 6. Where the insured item is part of a pair or set, we are not liable for more than the value of the particular part or parts stolen or accidentally damaged, regardless of any special value that the item may have by way of being part of a pair or set. In any case, we are not liable for more than a proportional share of the aggregate purchase price of the pair or set for example, one quarter of the purchase price, where one item in a four-piece set is lost).

- 7. We may, at our option, pay the reasonable costs to repair, rebuild, replace or reinstate damaged or stolen goods or pay cash for the goods subject to the other terms and conditions and limits for this cover.
- 8. We will not be liable to pay any claim resulting from:
 - a. Flood, storm or earthquake.
 - b. War or war-like hostilities.
 - c. Radioactive contamination.
 - d. Damage caused by fire, 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. Disappearance of the goods in circumstances which cannot be explained by the eligible cardholder to our reasonable satisfaction.
 - g. Lawful confiscation by authorities, such as police, government agencies, or courts, or other empowered authorities.
 - h. Fraud or illegal acts or abuse to or in respect of the goods.
 - i. Consequential loss or damage, punitive damages.
 - j. Laundering (including washing, ironing and dry cleaning) whether by professional persons or otherwise.
 - k. Non-receipt of the goods from the person who sold them to you, or damage or theft occurring while the goods are being transported under a freight agreement, or by postal or courier services.
 - I. Goods being left unattended in a public place, or in an unlocked car, or in an unattended car overnight.
- 9. We will not be liable to pay any claim for theft or damage to:
 - a. Jewellery and watches being carried in baggage unless hand-carried and under either your personal supervision or that of your travelling companion.
 - b. Animals or plant life.
 - c. Cash, bullion, negotiable instruments, traveller's cheques, or tickets of any description.
 - d. Computer software or non-tangible items.
 - e. Consumable or perishable items (including but not limited to food, alcohol, medicine, cosmetics, fuel or oil).
 - f. Motor vehicles, motorcycles or motor scooters, watercraft, aircraft and their integral parts and installed accessories.
 - g. Goods purchased for the purpose of re-supply or re-sale.
 - h. Goods used in a commercial or professional setting including items or tools of trade or profession, acquired for transformation, or use in carrying on a business.

- Goods which will or have become landlord's fixtures and fittings, real estate and fixed or movable fixtures or fittings which are intended to or have formed part of any real estate.
- j. Sporting equipment while being used.
- k. Second-hand items including antiques.
- 10. We will not pay any claim where you knowingly instigate, assist or encourage, or deliberately cause, the theft or damage.
- 11. In the event of theft of or damage to goods giving rise to a claim, you must:
 - a. Notify us no later than thirty (30) days from the date of theft or damage. Reports must be completed and returned within thirty (30) days of receipt. Failure to report the event or to fully complete and submit the report within the times stated above may result in your claim not being accepted.
 - b. Maintain and forward, when requested, copies of all relevant purchase receipts and other documents as well as detailed particulars and proof of your theft or damage as we may require.
 - c. Disclose to us details of any other insurance cover under which you are entitled to claim.
 - d. Retain damaged goods for inspection by our representatives.
 - e. Co-operate and provide us with all necessary information and assistance to take proceedings against other parties for the purpose of enforcing any rights or remedies that are or would become available to us on making payment or making good any loss due to theft or damage under this cover.
 - f. Give written notice to the police as soon as reasonably practicable after goods are stolen or wilfully damaged, and promptly obtain and provide us with a police report and/or crime number. This must be done within twenty-four (24) hours starting from when the goods were stolen or damaged. The report must list and describe the missing or damaged goods and a copy of this report must be obtained. The authority must sign the copy and write on it that it is a true and accurate copy of the original.
- 12. The eligible cardholder must take all reasonable care to protect and maintain the goods insured under this cover against theft or damage.
- 13. Your interest under this cover may not be assigned or transferred.

Price Protection Insurance

This insurance cover is only available to TSB Platinum Mastercard and TSB Low Rate Mastercard cardholders.

1. Summary of benefits and cover

Price Protection Insurance reimburses you for the price difference between the original price of the item you purchased with your eligible card and the lower price for the exact same item as shown in a printed advertisement, in-store printed promotion or no-auction internet advertisement published within thirty (30) days of your original purchase.

Limit per claim: NZ\$500

Limit for all claims combined in any 12-month period: NZ\$1,000

Excess per claim: Nil

To make a claim under this cover, you will be required to provide details and proof of the lower price, including the sales receipt and eligible card statement showing any purchases.

The above is a summary only. The details and terms and conditions of this cover are explained in more detail below.

2. Terms for Price Protection Insurance and what we do not cover

- This cover provides insurance protection compensating you for the difference in price where you purchase goods on your eligible card, and within thirty (30) days of your original purchase the same item is offered at a lower price in a printed advertisement, in-store printed promotion or a no-auction internet advertisement.
- Our liability will not exceed the difference of the actual purchase price of the goods which are paid for using an eligible card and the lower price for the same item, identified by the same brand, make, model name and model number, as shown in a printed advertisement, in-store printed promotion or a no-auction internet advertisement.
- 3. We will not pay more than NZ\$500 for any one claim. You cannot make more than one claim in relation to any single purchase.
- 4. The maximum we will pay to any eligible cardholder is NZ\$1,000 for all claims in any 12-month period.

- 5. We will only cover the eligible cardholder under the following conditions:
 - a. The item must be paid entirely with the eligible card.
 - b. Purchase can be made in-store or from online retailers.
 - c. The price difference must be for items offered within same channel (i.e., in-store or online) as your original purchase. If your original purchase was in-store, you cannot claim for a lower price offered online, or vice versa.
 - d. The lower price must be in a printed advertisement, in-store printed promotion or no-auction internet advertisement.
 - e. The lower price must be from a retailer that operates in the same city or region where your original purchase is made.
 - f. The printed advertisement, in-store printed promotion or no-auction internet advertisement must be published within thirty (30) days of your original purchase.
- 6. If the lower priced item is the result of, or is further reduced due to any of the following:
 - a. An advertised rebate.
 - b. A redeemable manufacturer's coupon.
 - c. A refund of any sort.

We will add back such advertised rebate amount, redeemable manufacturer's coupon, or refund of any sort to the calculation of the lower price item by the applicable amount and refund any net difference in price.

- 7. We will not be liable to pay any claim:
 - a. If an item's original purchase price is below NZ\$70.
 - b. For items purchased from an internet auction site.
 - c. For items advertised as "limited quantity", "going out-of-business sales", "cash only" or "close out" sales.
 - d. Resulting from package offers, manufacturer's coupons, employees discount, or, where the advertised price includes bonus or free offers, special financing, installation, rebate, one-of-a-kind or other limited offers.
 - For cash, cheques, securities and other negotiable instruments, bullion, stamps, tickets of any kind including lottery tickets or tickets to events or admission tickets.
 - f. For art, antiques, firearms and collectable items.
 - g. For furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones).
 - h. For consumables or perishable items including but not limited to food, alcohol, medicine, cosmetics, fuel or oil.
 - i. For used, recycled, previously owned, rebuilt, or remanufactured items,

- whether or not you knew the item was used, previously owned, rebuilt, or remanufactured at the time of purchase.
- j. For pharmaceutical, optical or medical products or equipment.
- k. For customised/personalised items, unique and one-of-a-kind items.
- I. For any item acquired illegally.
- m. For animals and plants.
- n. For any motor vehicles, including but not limited to, automobiles, drones, motorcycle, boats, airplanes, and any equipment and/or parts necessary for their operation and/or maintenance.
- o. For land, permanent structures and fixtures including, but not limited to, buildings, homes, dwellings, and building and home improvements.
- p. For services 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.
- q. For items purchased by a person not resident of New Zealand.
- r. For shipping and/or transportation costs, handling costs and sales tax.
- s. For items advertised outside New Zealand or in a duty-free zone.
- t. Resulting from special deal(s) available only to the members of specific organisations, or, in a place not open to the public, such as clubs and associations.
- u. For items purchased for resale, professional, or commercial use.
- v. For items purchased before this cover started, or after it has ended.
- w. That results from, or are related to, business pursuits including your work or profession.
- x. For any merchant's credit, discount and/or manufacturer's rebates.
- y. For instances where the amount charged for the purchased item is greater than the actual amount displayed.
- 8. To make a claim under this cover, you must:
 - a. Contact us within five (5) days of the printed advertisement or the in-store printed promotion or no-auction internet advertisement.
 - b. Ensure your claim is submitted within thirty (30) days of your original purchase. Failure to give notice within the time stated above may result in your claim not being accepted.
 - c. Maintain and forward, when requested, copies of all relevant purchase receipts and other documents as well as detailed particulars and proof of your loss as we may require.
 - d. Disclose to us details of any other insurance cover under which you are entitled to claim.

- e. Cooperate and provide us with all 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 us making payment or making good any loss or damage under this cover.
- 9. Your interest under this cover may not be assigned or transferred.

Mobile Phone Protection Insurance

This insurance cover is only available to TSB Platinum Mastercard and TSB Low Rate Mastercard cardholders.

1. Summary of benefits and cover

Mobile Phone Protection Insurance provides you with cover against accidental damage or theft of your eligible mobile phone if you pay your postpaid monthly bill or prepaid top-up using your eligible card.

Limit per claim: NZ\$800

Limit for all claims combined in any 12-month period: NZ\$1,350

Excess per claim: NZ\$55

To make a claim under this cover, you will be required to provide details and proof of any loss, including relevant receipts and eligible card statement showing that the eligibility requirements of this cover have been met.

The above is a summary only. The details and terms and conditions of this cover are explained in more detail below.

2. Terms for Mobile Phone Protection Insurance and what we do not cover

- 1. This cover provides insurance protection for your eligible mobile phone.
- 2. We will pay for loss due to accidental damage or theft of your eligible mobile phone up to the limits stated below if:
 - a. For postpaid, the mobile provider's monthly billing statement for the billing cycle preceding the month in which the accidental damage or theft occurred is paid using the eligible card.
 - b. For prepaid, the eligible cardholder's eligible card monthly billing statement shows a top-up value related to the mobile provider's services preceding the month in which the accidental damage or theft occurred.
- 3. The maximum we will pay any eligible cardholder is NZ\$800 for any one claim. You cannot make more than one claim in relation to any single incident of accidental damage to or theft of your eligible mobile phone.
- 4. The maximum we will pay any eligible cardholder is NZ\$1,350 for all claims combined in any 12-month period.
- 5. We will not be liable to pay any claim for the following:
 - a. Mobile phone accessories other than the standard battery and/or standard antenna provided by the manufacturer.
 - b. Eligible mobile phones that are lost or mysteriously disappear.

- Eligible mobile phones under the care and control of a common carrier, including, but not limited to, the postal service, airplanes, courier or delivery service.
- d. Eligible mobile phones stolen from baggage unless hand-carried and under the eligible cardholder's supervision or under the supervision of the eligible cardholder's travelling companion who is previously known to the eligible cardholder.
- e. Eligible mobile phones stolen from a construction site.
- f. Cosmetic damage such as a cracked screen, dent or scratch to the eligible mobile phone or accidental damage that does not impact the eligible mobile phone's operation and functions (including minor screen cracks and fractures less than five (5) centimetres in length that does not prevent the ability to make or receive phone calls or to use other operations and functions of the eligible mobile phone).
- g. Accidental damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.
- h. Accidental damage or theft resulting from mis-delivery or voluntary parting from the eligible mobile phone.
- i. Replacement mobile phone purchased from other than a mobile provider's retail or internet store; or taxes, delivery or transportation charges or any fees associated with the service provided.
- 6. Valuation where we are liable to pay a claim, we will not be liable for more than the actual cost to repair or replace the eligible mobile phone after the excess has first been applied to the cost to repair or replace the eligible mobile phone.
- 7. Initial effective date of cover this cover begins on the first day of the calendar month following the payment of your postpaid monthly mobile phone bill or prepaid top-up using your eligible card. Coverage will be valid until last day of the calendar month following the payment of your postpaid monthly mobile phone bill or prepaid top-up using your eligible card.
- 8. Suspension of cover this cover will be suspended on the first day of the following calendar month if an eligible cardholder fails to make an eligible mobile phone postpaid bill payment or prepaid top-up using your eligible card while coverage is in effect in the previous month.
- 9. Resumption of cover if this cover is suspended, coverage will resume after a fifteen (15) day waiting period following the date of any future eligible mobile phone postpaid bill payment or prepaid top-up using your eligible card.

- 10. If at the time of a claim there is another insurance policy or benefit that covers the eligible cardholder for the same expense or loss, our liability under this cover will be limited to the amount that is not covered under the other insurance policy or benefit.
- 11. Individual Termination Date this cover will end on the earliest of:
 - a. The date the eligible cardholder no longer qualifies as an eligible cardholder.
 - b. The date the eligible card is cancelled by the eligible cardholder or TSB.
 - c. The date the cover is cancelled or withdrawn.
- 12. The suspension or ending of cover will not affect claims where the theft or accidental damage occurred while cover was in force. We will not pay any claim where the theft or accidental damage occurred before cover started, after it ended, or while it was suspended.

TSB Platinum Mastercard Travel Insurance



Effective 21 November 2022

Important phone numbers

General policy enquiries

If you have general enquiries, please contact one of the Allianz Partners Customer Care Team on 0800 800 357 between 8.30am and 5pm Monday to Friday.

You can also check our Frequently Ask Questions by visiting www.tsb.co.nz/faqs.

Emergency assistance

If you are overseas and require emergency assistance, please contact Allianz Partners Emergency Assistance. Skilled professionals are available 24 hours 7 days a week. Call collect on +64 9 486 6868.

Claim enquiries

Please contact one of the Allianz Partners Claims Consultants on 0800 800 357 between 8.30am and 5pm Monday to Friday or email us at claims@allianz-assistance.co.nz.

Lost or stolen card

If your TSB Platinum Mastercard has been lost or stolen, call 0800 406 406, or +64 6 968 3700 from overseas to report this as lost or stolen to TSB.

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Important matters

As a TSB Platinum Mastercard cardholder, you and your family receive:

- International Travel Insurance
- Domestic Travel Insurance within New Zealand under Section 1.1 Cancellation of Journey and Section 1.3 Travel Delay

If you meet all of the criteria set out under the headers 'Eligibility for cover' and 'How you can activate this insurance policy for your travel', your cover is automatic and you do not need to contact us.

TSB Platinum Mastercard Travel Insurance is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622 and underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), ("Hollard"), Level 26, 188 Quay Street, Auckland 1010 (referred to as 'us', 'we' or 'our').

This document is *our* TSB Platinum Mastercard Travel Insurance policy wording. This policy wording sets out the cover available and the terms and conditions which apply. *You* need to read it carefully to make sure *you* understand it and that it meets *your* needs.

We provide the cover specified in this policy wording subject to its terms, conditions, limits, sub-limits and exclusions. You need to decide if the benefit limits, type and level of cover are appropriate for you and will cover your potential loss.

This policy wording, together with any written document we tell you forms part of your policy, makes up your insurance policy. Please retain these documents in a safe place.

This policy has been arranged for you by TSB and is available to you as part of your TSB Platinum Mastercard.

TSB is not the insurer and is not liable for any claims made under this policy. TSB is not the agent of Allianz Partners or Hollard in relation to the insurance covers and does not guarantee the obligations of Allianz Partners or Hollard.

This policy wording is effective from 21 November 2022 and supersedes any previous policy documentation issued to *you* in relation to the **TSB Platinum Mastercard Travel Insurance**.

Amendments to the terms and conditions and cancellation of this policy

We may change or withdraw this policy at any time, for all *TSB Platinum Mastercard* cardholders, by giving not less than thirty (30) days' notice. We will give notice of the change or withdrawal by the following methods:

An email or letter sent by TSB to the primary cardholder's last known address;
 and

Displaying a notice on TSB's website (www.tsb.co.nz).

If we change or withdraw this policy for all *TSB Platinum Mastercard* cardholders, this will not affect any claim arising in relation to any *journey* that starts before the effective date of the change or withdrawal.

Your cover under this policy will end immediately if you cancel your TSB Platinum Mastercard for any reason, or if TSB cancels your TSB Platinum Mastercard for your breach of its terms and conditions or other wrongdoing. If TSB cancels your TSB Platinum Mastercard for any other reason, this will not affect cover for any journey that started prior to the date the card is cancelled, but your cover for any journey not yet started will end immediately.

Eligibility for cover

Who is eligible for this cover?

You are eligible for this policy if *you* ordinarily reside in New Zealand and meet all the following criteria:

- a. You are a TSB Platinum Cardholder at the time you book your travel and for the entire duration of the relevant journey; and
- b. You qualify for cover because you meet all the criteria described under the heading 'How you can activate this insurance policy for your travel'; and
- c. You are a New Zealand Citizen or resident.

If you are travelling internationally your journey must commence in New Zealand and you must intend to return to New Zealand after your journey.

If requested by *us*, *you* will need to prove *your* eligibility for this policy by providing *us* with documentation including but not limited to copies of *your* passport or residency visa, *your* travel booking receipts and documents relating to *your TSB Platinum Mastercard* account.

How you can activate this insurance policy for your travel

To have cover under this policy, you must purchase at least 50% of your pre-paid travel expenses for your journey on your TSB Platinum Mastercard. At the time of purchase, your TSB Platinum Mastercard must be current for the entire period of insurance.

Your pre-paid travel expenses include, but are not limited to air tickets, other transport tickets, accommodation, car rental, pre-paid tours, cruises, taxes and any other pre-paid travel costs which *you* purchased prior to the start date of *your journey* (as shown on *your* itinerary).

If you have no pre-paid travel expenses such as airfares or accommodation because the trip was gifted, won or purchased for you, and provided that your trip is not a

business trip paid for by *your* employer or business, cover under this policy is still available to *you*. At the time *your* trip is booked, *your TSB Platinum Mastercard* must be current for the entire *period of insurance*. Please call *our* Customer Care Team on 0800 800 357 between 8.30am and 5pm Monday to Friday.

In the event of a claim, *you* must provide *us* with proof that *you* qualify for cover under this policy.

Important information about this cover

Your period of insurance will never commence earlier than 12 calendar months prior to the start date of *your journey* even if *you* meet any of the above activation criteria in advance of that period.

Maximum duration of cover

The maximum period of cover available for each *journey* covered under this policy is 90 consecutive days.

Extending the maximum duration of cover

If you are travelling for more than 90 consecutive days, you may apply for cover under this policy for the full duration of your travel (i.e. from day one of your intended trip, to the date you intend to return to New Zealand) as long as the period of your travel does not exceed 180 consecutive days in total.

Extensions to cover under this policy are issued at *our* discretion and *our* written approval. If *we* agree to extend *your* cover, *you* must pay *us* an additional premium which will be charged to *your TSB Platinum Mastercard*.

To apply to extend *your* cover, please contact *our* Customer Care Team on 0800 800 357

When cover starts and ends

Cover under 'Section 1.1: Cancellation of journey' commences:

- a. 12 calendar months prior to the start date of your journey; or
- b. on the date *you* purchase *your* trip and qualify for cover in one of the ways expressly set out in this policy wording,

whichever happens later.

Cover under all other sections of this policy commences on the date *you* commence *your journey*.

Cover ends:

a. At 11:59PM NZST on the 90th consecutive day following the date *you* commenced *your journey*, or if applicable, 11:59PM NZST on the date *we* have

- agreed in writing if you have extended your maximum duration of cover;
- b. On the date you return to your home directly following your journey; or
- c. On the day *you* arrive at a medical facility in New Zealand for further care if *you* end *your journey* due to a medical reason,

whichever happens first.

If you are travelling on a domestic *journey* within New Zealand you only have cover under 'Section 1.1 Cancellation of journey' and 'Section 1.3: Travel delay'.

Please refer to the policy definition of 'period of insurance'. You do not have cover under any section of this policy unless you hold an active and valid TSB Platinum Mastercard account at the time you book your travel and for the entire duration of your period of insurance.

Automatic extension of the period of insurance

If there is a delay outside of your control within your period of insurance:

- a. Where you are required to suspend your journey on the advice of a registered medical practitioner; or
- b. To any vehicle, vessel or aircraft in which *you* are travelling as a ticket holding passenger which results in *your* homeward *journey* not being completed during *your period of insurance*;

this policy is extended by up to six months to allow *you* to complete *your journey* by the next available and convenient transportation.

If you qualify for an automatic extension of cover this overrides any time limitations set out in the maximum duration of cover section, and the extending the Maximum duration of cover section.

What we will pay

Provided that you meet the eligibility criteria and you have activated your cover in one of the ways described, we agree to indemnify you in the manner and to the extent set out in this policy wording.

This policy wording and any written confirmation issued by *us* extending or limiting cover form *your* insurance policy.

We will pay claims up to the Maximum Benefit amounts shown in the Schedule of benefits.

Please read this policy wording carefully and note the exclusions in each section along with the General exclusions to ensure that *you* understand the cover provided by *us.* If *you* need any clarification on *your* cover or the policy wording please contact *our* Customer Care Team on 0800 800 357.

How benefit limits and sub-limits are applied

The policy limits apply per *insured adult* and are stated in New Zealand Dollars. Where referred to in this policy, *insured adult* means the *TSB Platinum Cardholder* and the *TSB Platinum Cardholder*'s spouse, de facto partner or civil union partner who is travelling with the *TSB Platinum Cardholder* on the *journey* and who qualify for cover under this policy for the relevant *journey*.

Policy benefits for *dependent children* will be shared within the policy limits of the *insured adult(s)* unless expressly stated otherwise in this policy wording.

For example, the maximum total limit per *insured adult* for *personal baggage* is \$4,000. If one *insured adult* is travelling with two *dependent children*, the maximum amount claimable for all is \$4,000.

If two insured adults are travelling with two *dependent children* the maximum amount claimable for *personal baggage* will be \$8,000.

Pre-existing medical conditions

Pre-existing medical conditions are excluded under this policy. Cover for pre-existing medical conditions may be available for a premium payable by you following a medical assessment.

If you have any queries on this, please contact our Customer Care Team on 0800 499 666.

Emergency assistance

If during *your journey you* are to be hospitalised, require evacuation or repatriation services, need to make alternative travel or accommodation arrangements or have lost *your personal baggage* or personal money, please notify *us* as soon as possible.

We provide our customers with easy access to our 24 hour emergency assistance service.

A phone call will put *you* directly in touch with a medical or travel specialist who will be able to assist *you* and confirm cover available under *your* policy. *You* will be advised of any steps *you* will need to follow in claiming under *your* policy.

You can call collect from anywhere in the world for emergency medical and travel assistance:

Reverse charge call through telephone operator: +64 9 486 6868

Refund policy

In some cases you may pay us a premium for additional coverage.

If you decide that you do not want the additional coverage you have paid for, you may cancel it within 14 days after you paid us the premium.

You will be given a full refund of the premium you paid, provided you have not started your journey and you do not want to make a claim or to exercise any other right under your policy.

After this period *you* can still cancel the cover but *we* will not refund any part of *your* premium if *you* do.

Correctness of statements and fraud

If any claim under this policy is in any respect fraudulent, or if any false declaration is made or false or incorrect information is used in support of any claim, then we can, at *our* sole discretion, not pay *your* claim and cancel *your* cover under this policy from the date that the incorrect statement or fraudulent claim was made.

Duty of disclosure

By activating this insurance policy, you have a duty at law, to disclose to us all material facts. A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

Examples of information you may need to disclose include:

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

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

If you fail to comply with your duty of disclosure it may result in:

- a. this policy being avoided retrospectively with the effect that the policy never existed;
- b. this policy being cancelled;
- c. the amount we pay if you make a claim being reduced; or
- d. us refusing to pay a claim.

Change of circumstances

During the *period of insurance*, *you* must tell *us* immediately of any material change in the circumstances surrounding the subject matter of this insurance policy that:

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

Once you have told us, we may immediately change the terms of this policy or cancel it. If you fail to tell us, we may apply these changes retrospectively from the date you ought to have reasonably told us.

Jurisdiction and choice of law

This insurance is governed by and construed in accordance with the laws of New Zealand and *you* agree to submit to the exclusive jurisdiction of the courts of New Zealand. *You* agree that it is *your* intention that this jurisdiction and choice of law clause applies.

Sanctions regulations

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

Fair Insurance Code

Hollard is a member of the Insurance Council of New Zealand and adheres to the Fair Insurance Code, which provides *you* with assurance that *we* have high standards of service to *our* customers. A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website: www.icnz.org.nz/fair-insurance-code.

Dispute resolution process

If you have a complaint or dispute in relation to this insurance, or the services of *Allianz Partners* or its representatives, please call us on 0800 800 357 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33–313, Takapuna, Auckland 0740, New Zealand, or email *your* complaint to DisputeResolution@allianzassistance.co.nz. *Allianz Partners* will attempt to resolve the matter in accordance with its Internal Dispute Resolution procedure.

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

Privacy notice

To arrange and manage *your* insurance and provide *you* with *our* services, *we* (in this Privacy Notice "we", "our" and "us" means AWP Services New Zealand Limited trading as *Allianz Partners* of Level 3, 1 Byron Avenue, Takapuna, Auckland 0622, and *our* agents) collect, store, use and disclose *your* personal information including sensitive information. *We* usually collect it directly from *you* but also from others (including those authorised by *you* such as *your family* members, travelling companions, *your* doctors, hospitals, and other persons whom *we* consider

necessary including *our* agents). We are the "data controller" and are responsible for ensuring *your* personal information is used and protected in accordance with applicable laws and regulations. Personal information we collect includes, for example, *your* name, address, date of birth, phone number, email address, medical information, passport details, bank account details, as well as other information we collect when *you* visit *our* website such as *your* IP address and online preferences.

Any personal information provided to *us* is used by *us* and *our* agents to evaluate and arrange *your* insurance. *We* also use it to administer and provide the insurance services and manage *your* and *our* rights and obligations in relation to the insurance services, including managing, processing, investigating claims and screening to comply with economic sanctions obligations. *We* may also collect, use and disclose it for product development, marketing (where permitted by law or with *your* consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations and for other purposes with *your* consent or where authorised by law. *We* do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

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

Where permitted by law or with *your* consent, *we* may contact *you* with offers of products or services (from *us*, *our* related companies, as well as offers from *our* business partners) that *we* consider may be relevant and of interest to *you* (including insurance products). This could be via telephone, post, electronic messages (including email) online or via other means. *You* can withdraw *your* consent at any

time if *you* no longer wish to receive marketing material or promotional offers from *us* or *our* related companies and business partners by calling *our* Contact Centre on 0800 800 357.

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

You can:

- 1. seek access to *your* personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed;
- 2. correct and update *your* personal information (subject to the provisions of applicable privacy legislation); and
- 3. ask for a copy of *your* personal data in an electronic format for yourself or for someone *you* nominate. *You* may in some circumstances restrict the processing of *your* personal data, and request that it be deleted.

Where *your* personal information is used or processed with *your* specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), *you* may withdraw *your* consent at any time. In cases where *we* cannot comply with *your* request concerning *your* personal information, *we* will give *you* reasons why. *You* may not access or correct personal information of others unless *you* have been authorised by their express consent or are otherwise permitted by law.

When you provide personal information to us about other individuals, we rely on you to have first obtained each of those individuals' consent, and have made them aware of the matters set out in this Privacy Notice.

If you have a request or complaint concerning your personal information or about this Privacy Notice, please contact: Privacy Officer, Allianz Partners, P.O. Box 33-313, Takapuna, Auckland 0740 or email us at AzPNZ.Privacy@allianz-assistance.co.nz. For urgent assistance please call our Contact Centre on 0800 800 357. You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if you have a complaint.

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

Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington. *Your* rights under this policy are granted on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect.

By using or claiming any of the benefits under this policy, *you* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of applicable privacy legislation.

Definitions

Words and phrases, and any form of the words and phrases appearing in italics in this policy wording have a special meaning. The special meanings are detailed in this section.

Accident

Means any sudden and unexpected external physical force which occurs while *you* are on *your journey*.

Allianz Partners

Means AWP Services New Zealand Limited trading as *Allianz Partners*, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622.

Close relative

Means *your* spouse, de facto partner, civil union partner, fiancé(e), parent, parent-in-law, step parent, child, step child, foster child, son and daughter- in-law, sibling, brother and sister-in-law, half or step brother or sister, grandparent, or grandchild.

Complications

Means any secondary diagnosis, occurring prior to, during the course of, concurrent with, or as a result of, pregnancy which may adversely affect the pregnancy outcome, or, in relation to any *pre-existing medical condition*.

Computer system

Means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device),

server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

Dependent children

Means your natural, step or legally adopted unmarried children accompanying you on the journey and for whom cover under this policy has been activated, who are aged under 19 and not in fulltime employment, or, who are aged under 26 if they are a fulltime student at an accredited institute of higher learning and primarily dependent on you for maintenance and support.

Epidemic

Means contagious disease recognised or referred to as an *epidemic* by a representative of the World Health Organization (WHO) or an official government authority.

Family

Means your spouse, de facto partner or civil union partner and your dependent children who are accompanying you on your journey.

Fatal injury

Means loss of life which is:

- a. caused by an accident during your journey; and
- b. resulting independently of any other cause (including but not limited to any *pre-existing medical condition*, illness, or disease).

Hazardous work

Means any occupation (paid, unpaid or voluntary) which exposes *you* to an increased risk of physical danger, harm or adverse health effects, including but not limited to the following:

- Activities more than 12 nautical miles offshore including commercial fishing.
- Occupations carried out underground or underwater.
- Work with firearms, explosives or weaponry of any kind.
- Forestry or logging.
- Demolition or operating heavy machinery.
- Occupations where you work at heights greater than 2 metres.
- Activities as a member of the defence forces or fire, police and ambulance services.
- Work with wild animals (including wild animals in captivity).
- Working with or around hazardous chemicals and/or materials.

Hospital

Means an established *hospital* registered under any legislation that applies to it, that provides in-patient medical care. It does not include any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a rehabilitation or external care facility or a place for the treatment of alcoholism, drug addiction or substance addiction.

Home

Means your usual place of residence in New Zealand.

Injury

Means an external or internal bodily injury caused solely and directly by violent, accidental, external and discernible means.

Insured adult

Means the TSB Platinum Cardholder and the TSB Platinum Cardholder's spouse, de facto partner or civil union partner who is travelling with the TSB Platinum Cardholder on the journey who qualify for cover under this policy for the relevant journey.

Journey

Means the international or domestic travel covered by this policy which:

- a. commences when *you* leave *your home* on the start date of *your* travel covered by this policy; and
- b. ends on the date *you* return to *your home* or at 11:59PM NZST on the 90th consecutive day following the date *you* commenced *your* travel.

Limb

Means an arm at or above the wrist or a leg at or above the ankle.

Mental illness

Means any illness, condition or disorder listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

Pandemic

Means an *epidemic* that is recognised or referred to as a *pandemic* by a representative of the World Health Organization (WHO) or an official government authority.

Period of insurance

Means the period of cover we provide to you commencing on the later of:

- a. 12 calendar months prior to the start date of your journey; or
- b. the date *you* purchase *your* trip and qualify for cover in one of the ways expressly set out in this policy wording,

and ending on the earlier of:

- c. 11:59PM NZST on the 90th consecutive day following the date *you* commenced *your* travel, or if applicable, 11:59PM NZST on the date *we* have agreed in writing if *you* have extended *your* maximum duration of cover; or
- d. the date *you* return to *your home* (as shown on *your* travel itinerary) directly following *your journey*; or
- e. the day *you* arrive at a medical facility in New Zealand for further care if *you* end *your journey* due to a medical reason.

Permanent total disablement

Means an *injury* that:

- a. the effects of which have lasted for 12 consecutive months and at the end of that time is certified by a registered medical practitioner with the appropriate specialisation to assess the injury, as being beyond any hope of improvement; and
- b. means *your* complete inability to engage in any employment for which *you* are or may become qualified to perform by reason of education, training or experience after rehabilitation.

Personal baggage

Means *your* suitcases, trunks and similar containers including their contents and articles worn or carried by *you*. It does not mean or include any business samples or items that *you* intend to trade, passport or travel documents, cash, bank notes, currency notes, cheques, negotiable instruments, electronic data, software, intangible assets, watercraft of any type (other than surfboards), furniture, furnishings, household appliances, mechanically propelled vehicles, unmanned vehicles including drones, hired items or any other item *we* may have informed *you* in writing is excluded.

Platinum Mastercard

Means a current and valid *TSB Platinum Mastercard* account, at the time of activation of the relevant cover under this policy and that is current for the entire *period of insurance*.

Platinum Cardholder

Means a TSB customer who has been issued with a valid TSB Platinum Mastercard.

Pre-existing medical condition

Means:

- a. Any physical defect, infirmity, existing or recurring illness, *injury*, disability or *mental illness* of which *you*, or the person due to whom *you* are claiming, are aware of.
- b. Any medical condition for which *you*, or the person due to whom *you* are claiming have had or received a medical examination, consultation, treatment, investigation and/or medication in the 12 months prior to the date *you* activated *your* cover under this policy.

Professional sport

Means training for, coaching or competing in any sporting event where *you* are entitled to receive, or are eligible to receive, an appearance fee, wage, salary or prize money in excess of \$1,000.

Public place

Means any area to which the public has access (whether authorised or not) including but not limited to hotel foyers and grounds, restaurants, public toilets, beaches, airports, railway stations, bus terminals, taxi stands and wharves.

Public transport

Means an aircraft, vehicle, train, tram, vessel or other scheduled transport operated under a license for the purpose of transporting passengers. However, it does not mean a taxi, limousine or similar service.

Reasonable

Means:

- a. for medical, *hospital*, dental or funeral expenses, the standard level of care given in the country *you* are in provided it does not exceed the level *you* would normally receive in New Zealand; and
- b. for all other covered expenses, a level comparable to the same nature and class as booked for the rest of *your journey*;

in each case as determined by us.

Registered medical practitioner

Means a qualified doctor or dentist, other than *you*, a *travelling companion*, someone *you* work with, or a *close relative*, holding the necessary certification in the country in which they are currently practising.

Resident

Means someone who holds a valid New Zealand residence class visa.

Terrorist act

Means an act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), which constitutes terrorism as recognised by the government authority or under the laws of New Zealand and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, political risk, or acts of war.

Total loss

Means:

- a. severance or irrevocable *total loss* of power and control of an insured body part; or
- b. irrecoverable loss of the entire sight of in an eye; or
- c. loss of the entire hearing in an ear.

Travelling companion

Means a person with whom you have made arrangements before you activated your cover under this policy, to travel with you for at least 75% of your journey.

TSB

Means TSB Bank Limited.

Unattended

Means leaving your personal baggage and effects:

- a. with a person who is not your travelling companion or your close relative; or
- b. with a person who is *your travelling companion* or who is a *close relative* but who fails to keep *your personal baggage* and effects under close supervision; or
- c. where they can be taken without your knowledge; or
- d. at such a distance from *you* or outside of *your* line of sight, that *you* are unable to prevent them from being taken.

War

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

We, us, our

Means The Hollard Insurance Company Pty Ltd acting through AWP Services New Zealand Limited trading as *Allianz Partners*.

You, your

Means the *TSB Platinum Cardholder* and any members of their *family* travelling with them who qualify for cover for the relevant *journey* under this policy.

Schedule of benefits

The Schedule of benefits sets out a summary only of the cover that is provided under this policy and the most we will pay in total for all claims under each section.

Important information

Where used, 'Unlimited' only means that there is no capped dollar sum insured. Sub-limits may apply to some benefits. All costs and expenses must be *reasonable*. Terms, conditions, limits and exclusions apply as set out in the policy wording. Maximum Benefits (including applicable sub-limits) are applied per *journey*, per *insured adult*. *Dependent children* share the benefit limits of the *insured adult(s)* they are travelling with unless expressly stated otherwise.

If you are travelling on a domestic journey within New Zealand you only have cover under Section 1.1 Cancellation of Journey and Section 1.3 Travel Delay. If you are travelling on an international journey, you have cover under all sections of this policy.

| Section | on | 1: | Cancellation | and | travel | disruption |
|---------|----|----|--------------|-----|--------|------------|
| _ | | | | | | |

| benefits** | Maximum Benefits |
|------------------------------|------------------|
| 1.1 Cancellation of Journey* | \$10,000 |
| 1.2 Additional Expenses* | \$10,000 |
| 1.3 Travel Delay* | \$1,000 |
| 1.4 Resumption of Journey* | \$10,000 |
| 1.5 Epidemics and Pandemics* | \$10,000 |

Section 2: Medical benefits

Maximum Benefits

| | Persons aged under 75 | Persons aged 75+** |
|-----------------------------------------------------------------------------|--------------------------|--------------------|
| 2.1 Medical and Repatriation Expenses* | Unlimited | Nil |
| 2.2 Medical and Repatriation Expenses as a result of a <i>Terrorist Act</i> | \$250,000 | Nil |
| 2.3 Emergency Dental Treatment | Unlimited | Nil |

| 2.4 Hospital Cash* | \$4,000 | Nil |
|------------------------------------------------------------------------------------------------------------------------------|----------|---------------------|
| 2.5 Funeral Expenses | \$25,000 | Nil |
| Section 3: Life benefits | Maxim | num Benefits |
| 3.1 Accidental Death or Permanent Disablement | | \$100,000 |
| dependent children | | \$10,000 |
| 3.2 Accidental Death or Permanent Disablement as a result of a <i>Terrorist Act</i> • dependent children | | \$25,000 \$5,000 |
| Section 4: Baggage, money and travel documents | Maxim | num Benefits |
| 4.1 Personal Baggage – Total Limit | | \$4,000 |
| General item limit Special item limit (portable computers and cameras (including video cameras) | | \$850 \$1,350 |
| 4.2 Emergency Baggage* | | \$1,500 |
| 4.3 Replacement of Travel Documents | | \$500 |
| 4.4 Personal Money | | \$250 |
| Section 5: Personal liability | Maxim | ıum Benefits |
| 5.1 Personal Liability | | \$675,000 |
| 5.2 Defence Costs (including wrongful arrest) | | \$13,000 |
| Section 6: Transport accident | Maxim | ıum Benefits |
| 6.1 Transport Accident | | \$675,000 |

^{*}Sub-limits apply - please read this policy wording in full for details.

^{**}If you are aged 75 or above at the start of your period of insurance, there is no automatic cover under Section 2 Medical Benefits or under Section 1 Cancellation and Travel Disruption Benefits for claims arising from your medical conditions or signs or symptoms, whether or not they are pre-existing or not. Cover may be available to you following application to us. Please refer to the Medical Cover For Ages 75 And Above section for information on how you can apply to have cover under Section 2, and for claims arising from your medical conditions under Section 1.

Pre-existing medical conditions

Important information about pre-existing medical conditions

Pre-existing medical conditions are not covered under this insurance policy for either international travel or domestic travel. Please refer to the definition of *pre-existing medical conditions* in the Definitions section of this policy wording.

Cover for *pre-existing medical conditions* may be available following application to and acceptance by *our* Customer Care Medical Assessments Team.

Our Customer Care Medical Assessments Team can be contacted on 0800 800 357.

If you complete a medical assessment for your pre-existing medical conditions and cover is approved by us, you may be required to pay us a premium and written confirmation of cover will be forwarded to you.

Pre-existing medical conditions that cannot be covered under any circumstances

Some conditions cannot be covered under this policy. These include but are not limited to any medical condition:

- for which surgery is planned or for which you are on a waiting list;
- arising directly or indirectly from any signs or symptoms which you have had, or
 for which you have not sought a medical opinion, or received a diagnosis, or for
 which you are under medical care or are awaiting investigations.

Please refer to the 'General exclusions' if:

- you are travelling against the advice of a registered medical practitioner; or
- you are travelling with the intention of obtaining medical treatment.

Medical, cancellation and travel disruption cover for ages 75 and above

If you are aged 75 or above at the start date of your period of insurance for any journey under this insurance policy, you do not have automatic cover under:

- a. 'Section 2: Medical benefits': and
- b. 'Section 1: Cancellation and travel disruption benefits' for any claims arising directly or indirectly from *your* medical condition(s) or signs or symptoms, regardless of whether or not they are a *pre-existing medical condition*.

This applies to both international and domestic journeys.

If you wish to apply for this cover, you must complete a medical assessment.

During the medical assessment, we will ask you about your medical history and your pre-existing medical conditions.

If we approve your application for cover under Section 2: Medical benefits, you may be required to pay a premium, and written confirmation of your cover will be forwarded to you. Cover will not be in place until you pay any applicable premium and we inform you in writing.

To complete *your* medical assessment, please contact *our* Customer Care Medical Assessments Team on 0800 800 357.

General exclusions

General exclusions apply to each section of this policy. *You* must also check each section of this policy for other exclusions applying specifically to each policy section.

This policy does not cover any loss, damage, liability, death or incapacity directly or indirectly caused by or arising from any of the following:

| 1. | Pre-existing medical conditions | a. Your pre-existing medical conditions, or any complications attributable to those conditions unless the conditions are accepted by us in writing following a medical assessment and payment of any additional premium; b. Pre-existing medical conditions of your travelling companion or any complications attributable to those conditions; c. Pre-existing medical conditions of your close relatives or any complications attributable to those conditions, except as specified under Sections 1.1 d), 1.2 f) and 1.4. |
|----|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | Medical signs and symptoms | Any physical or mental signs or symptoms that you were aware of, or a reasonable person in your circumstances would have been aware of before cover commenced, and: a. you had not yet sought a medical opinion regarding the cause; or b. you were currently under investigation to define a diagnosis; or c. you were awaiting specialist opinion. |
| 3. | Travelling against medical advice | You travelling against the advice of a registered medical practitioner. |

| 4. | Travelling for medical or dental treatment | You travelling with the intention of obtaining medical or dental treatment. |
|-----|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | Elective and cosmetic treatment | Elective or cosmetic treatment received by you or your travelling companion during your journey. |
| 6. | Sexually transmitted diseases | Sexually transmitted diseases contracted during your journey. |
| 7. | Pregnancy and childbirth | Pregnancy or childbirth (except for unforeseen medical <i>complications</i> or emergencies up to and including the first 23 weeks of <i>your</i> pregnancy). |
| 8. | Addiction to drugs or alcohol | A therapeutic or illicit drug or alcohol addiction. |
| 9. | Under the influence of drugs and alcohol | You being under the influence of any intoxicating liquor, drugs or substances except a drug prescribed to you by a registered medical practitioner, and taken in accordance with their instructions. |
| 10. | Medication or treatment started before your journey commenced | The cost of medication <i>you</i> were using at the time the <i>journey</i> began or the cost for maintaining a course of treatment <i>you</i> were on prior to the start of the <i>journey</i> . |
| 11. | Abortion | You undergoing an abortion where it is not deemed medically necessary to do so by a registered medical practitioner. |
| 12. | Suicide and self-inflicted illness or injury | Your self-inflicted illness or injury, or your suicide. |
| 13. | Domestic pets | Your domestic pet or farm/lifestyle animal. |
| 14. | Persons in your accommodation | Any person <i>you</i> have invited into <i>your</i> accommodation premises. |
| 15. | Loss of enjoyment or income | Any consequential loss, loss of enjoyment or loss of income. |
| 16. | Reducing your loss | You not doing everything you can to reduce any loss as much as reasonably possible. |
| | | |

| 17. Risking your safety | You intentionally or irresponsibly acting in a way that poses a risk to your safety or the safety of your personal baggage unless you do so in an attempt to protect the safety of a person or to protect property. |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18. Things you were aware of | Anything which <i>you</i> were aware of, or of which a <i>reasonable</i> person in <i>your</i> circumstances ought to have been aware of at the time <i>you</i> purchased <i>your</i> policy that would give rise to <i>you</i> making a claim. |
| 19. Government regulations and illegal acts | You or your travelling companion breaching any government prohibition or regulation, including visa requirements or intentionally acting illegally, or any travel that is prevented or limited by legislation, government or court order. |
| 20. Government intervention | Government intervention of any kind, including a government authority confiscating, detaining or destroying anything. |
| 21. Acts of war | Any act of <i>war</i> , whether <i>war</i> is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military. |
| 22. Terrorism | Terrorist acts, or the threat of a terrorist act, except as specified under Section 2.2. |
| 23. Nuclear, biological and chemical materials | A nuclear reaction or contamination from nuclear weapons or radioactivity, or, biological and/or chemical materials, substances, compounds or the like including when used directly or indirectly for the purpose of harming or to destroy human life and/or create public fear. |
| 24. Travel warnings | You not following the advice of any government or any other official body's warning and you did not take appropriate action to avoid or minimise any potential claim under your policy (including delay of travel to the country or part of a country referred to in the warning). |
| | Refer to www.safetravel.govt.nz for further |

| 25. Epidemics and pandemics | An actual or likely <i>epidemic</i> or <i>pandemic</i> , or, the threat of an <i>epidemic</i> or <i>pandemic</i> , except under the following sections: | | |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | Section 1.5 (Epidemics and Pandemics) and | | |
| | Section 2.1 (Medical Expenses). | | |
| | Refer to www.who.int and www.safetravel.govt.nz for further information on <i>epidemics</i> and <i>pandemics</i> . | | |
| 26. Trade sanctions | Violation of any applicable trade or economic sanctions, law or regulation. | | |
| 27. Protective clothing and equipment | You not wearing the appropriate protective, equipment, clothing and head protection for the sport or activity you are participating in. | | |
| 28. Safety warnings | You not observing all safety warnings and advice about adverse weather and terrain conditions. | | |
| 29. Occupations | Occupations involving hazardous work. | | |
| 30. Motorcycles and mopeds | You riding a moped or motorcycle in the following circumstances: a. without a helmet (whether as a driver or a passenger); or b. without a valid driver's license as required in the country you are in; or c. where a valid license is not required in the country you are in, you riding if you do not have a full New Zealand license qualifying you to ride the moped or motorcycle you are riding on, as specified by the New Zealand Transport Agency (www.nzta.govt.nz). | | |

General exclusions continues

31. Activities

Active participation in:

- skiing and snow-boarding outside of ski resort boundaries;
- b. diving underwater using an artificial breathing apparatus unless you hold open water diving license recognized in New Zealand or are diving with an instructor licensed for these activities, or, under any circumstances, diving underwater at a depth greater than 30 metres;
- c. flying hang or tow gliding, microlite flying, parachuting, sky diving and other aerial activities other than the following:
 - hot air ballooning
 - paragliding
 - parasailing
 - bungee jumping
 - as a fare–paying passenger in a power driven aircraft licensed to carry passengers flown by a pilot licensed to carry passengers;
- d. mountain and rock climbing;
- e. professional sport;
- f. racing of any kind (other than on foot) including training;
- g. ocean yachting 25 nautical miles or more from the mainland;
- h. white water rafting, white water kayaking or black water rafting in grade 5 or more rivers;
- i. pot holing;
- j. rodeo activities;
- k. hunting;
- any activity in remote areas except as part of an organised tour group;
- m. extreme versions of any sport.

32. Cyber risk

- Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system;
- Any error or omission involving access to, or the processing, use, or operation of any computer system;
- c. Any partial or total unavailability or failure to access, process, use, or operate any *computer system*; or
- d. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Section 1: Cancellation & travel disruption benefits

Important: If you are aged 75 or above at the start date of your period of insurance, you do not have cover under this Section for any claims arising directly or indirectly from your medical condition(s) or signs or symptoms, whether or not they are pre-existing medical condition(s), unless you have completed a medical assessment and we have agreed in writing to provide you with this cover.

For domestic *journeys* within New Zealand *you* only have cover under Sections 1.1 Cancellation of journey and Section 1.3 Travel delay.

Note: If *your* travel plans are disrupted by a claimable event, a claim can only be lodged under one of the following: Sections 1.1. Cancellation of *Journey*, Section 1.2 Additional Expenses, Section 1.3 Travel Delay or Section 1.4 Resumption of Journey. *You* cannot make a separate claim for the same event under each of these sections.

In all cases the amount claimable will be less any amounts refundable on unused travel vouchers or tickets. *You* will be required to provide proof of any refunds (or lack thereof) with *your* claim.

If you cancel, curtail or incur additional expenses for medical reasons, you must provide written advice from a registered medical practitioner that it was medically necessary.

1.1 Cancellation of journey

If *your journey* is cancelled, rescheduled or shortened because of circumstances that were not expected or intended by *you* and are outside *your* control, *we* will reimburse *you*:

- a. the non-refundable portion of unused travel and accommodation arrangements scheduled to be used by *you* during *your journey*, that *you* have paid in advance of cancellation and cannot recover in any other way, inclusive of *your* travel agent's cancellation fees and any commission or service fees retained by *your* travel agent up to a maximum of 10% of *your* total travel costs or \$500 per *insured adult*, whichever is the lesser.
- b. for the value of frequent flyer points, air miles, loyalty card points, redeemable vouchers or other similar schemes lost by *you* as a result of cancelling the services paid for or obtained with those points, air miles, vouchers or schemes, but only if *you* cannot recover *your* loss in any other way. If the loss of the points cannot be reclaimed from any other source, *we* pay the lesser of:
 - i. the cost of an equivalent ticket based on the same advance booking period as *your* original booking less any payment *you* made toward the booking and less any other refunds or credits available to *you*; or
 - ii. the fee charged by the provider to reinstate the points.
- c. the *reasonable* costs of rescheduling *your journey*. The most *we* will pay for rescheduling *your journey* is the unrecoverable amount that would have been payable under section 1.1 a) had *your journey* been cancelled. *We* will not pay a claim under Section 1.1 c) in addition to a claim under Sections 1.1 a) for the same services/facilities.
- d. If a close relative of yours dies or is hospitalised after your policy is issued as a result of a pre-existing medical condition, or complications attributable to those conditions, and if at the time of policy issue you, or a reasonable person in your circumstances, would have been unaware of the likelihood of such hospitalisation or death, the most we will pay for all claims under sections 1.1 a), 1.1 b) or 1.1 c) is \$2,000 per insured adult up to a maximum of \$4,000.

1.2 Additional expenses

- a. If you cannot continue on your journey because of an injury or illness which needs immediate treatment from a registered medical practitioner who certifies in writing that you are unfit to travel, we will reimburse your reasonable additional accommodation and travel expenses.
- b. If your travelling companion cannot continue the journey because of an injury or illness which needs immediate treatment from a registered medical practitioner who certifies in writing that he or she is unfit to travel, we will reimburse your reasonable additional accommodation and travel expenses for you to be with your travelling companion.
- c. If you are in hospital suffering from a life threatening or other serious condition, or are evacuated for medical reasons we will reimburse the reasonable accommodation and travel expenses of your travelling companion or a close relative to travel to you, stay near you or escort you. They must travel, stay with you or escort you, provided they do so on the written advice of a registered medical practitioner and with the prior approval of Allianz Partners.

- d. If you shorten your journey and return to your home on the written advice of a registered medical practitioner approved by Allianz Partners, we will reimburse the reasonable additional cost of your return to your home. If you did not have a return ticket booked to your home before the injury or illness occurred, we will reduce the amount of your claim by the price of the fare to your home from the place you planned to return from.
- e. If during your journey, your travelling companion, or a close relative of yours or of your travelling companion, dies unexpectedly or is hospitalised as a result of a serious injury or illness (except where the relevant death, injury or illness arises from a pre-existing medical condition), we will reimburse the reasonable additional cost of your early return to your home. If you did not have a return ticket booked to your home before the event occurred, we will reduce the amount of your claim by the price of the fare to your home from the place you planned to return from.
- f. If a close relative of yours dies or is hospitalised as a result of a pre-existing medical condition, or complications attributable to that condition, and if at the time of policy issue you, or a reasonable person in your circumstances, would have been unaware of the likelihood of such hospitalisation or death, we will pay for the reasonable additional cost of your return to your home. The most we will pay for all events under this benefit is \$2,000 per insured adult up to a maximum of \$4,000.
- g. If a disruption to *your journey* arises from any of the following reasons:
 - i. your scheduled or connecting transport is cancelled, delayed, rescheduled or diverted because of a strike, riot, hijack, civil unrest or civil protest, weather, natural disaster or an accident affecting your mode of transport; or
 - ii. *your* travel documents are accidentally lost, damaged or stolen during *your journey* and *your journey* is disrupted because *you* must arrange replacement of *your* travel documents; or
 - iii. you unknowingly break any quarantine rule; or
 - iv. *your home* is rendered uninhabitable by fire, explosion, earthquake or flood; we will reimburse *your reasonable* additional travel and accommodation expenses.

1.3 Travel delay

If circumstances outside *your* control result in a delay to *your journey* for at least 6 hours, we will reimburse the cost of *your reasonable* additional meals and accommodation expenses up to:

- \$250 per insured adult at the end of the initial 6 hour period
- \$250 per insured adult for each full 24 hour period that the delay continues beyond the initial 6 hour delay, up to the Maximum Benefit shown in the Schedule of Benefits.

1.4 Resumption of journey

If you are forced to return to New Zealand due to the serious *injury*, illness or death of a *close relative*, we will pay up to the maximum benefit for your reasonable public transport costs actually incurred by you to resume your journey, in accordance with your original pre-booked itinerary, provided that:

- a. the serious *injury*, illness or death of a *close relative* occurred after *your* departure on *your journey*;
- b. your journey was intended to be a duration of at least 14 days;
- c. you had been away for less than 50% of the duration of your journey;
- d. you have not made a claim relating to the same event under Section 1.2 Additional Expenses; and
- e. you held a return ticket at the time the event which has caused you to return to New Zealand.

If the serious *injury*, illness or death of a *close relative* is as a result of a *pre-existing medical condition*, or *complications* attributable to that condition, and if at the time of policy issue *you*, or a *reasonable* person in *your* circumstances, would have been unaware of the likelihood of such hospitalisation or death, the most *we* will pay under this section is \$2,000 per *insured adult* up to a maximum of \$4,000.

1.5 Epidemics and pandemics

The cover described under Sections 1.1a), 1.1b), 1.1c), 1.2 a), 1.2 b), 1.2c) and 1.2d) is extended to cover the following events (in relation to *you* or *your travelling companion* only):

- a. you or your travelling companion are diagnosed with an epidemic or a pandemic disease and cannot commence or complete your travel; or
- b. *you* or *your travelling companion* are quarantined or ordered into mandatory isolation by the New Zealand Government based on their suspicion that *you* have been exposed to an *epidemic* or *pandemic* disease; or
- c. your travel is disrupted following the commencement of your journey due to you or your travelling companion being denied boarding on any scheduled public transport service, based on the suspicion that either of you have an epidemic or pandemic disease and you incur costs for additional accommodation and meals as a result.

The most we will pay for any claim under Section 1.5c) is \$200 per day up to a maximum of \$1,400 per insured adult.

There is no cover for claims arising from any lockdowns, changes in government alert levels.

quarantine or mandatory isolation that applies generally or broadly to some or all of a population,

vessel or geographical area, or that applies based on where *you* are travelling to, from, or through.

Exclusions applying to Section 1

You must also check the General Exclusions for other reasons why we will not pay.

We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

- a. *your* disinclination to travel, personal wishes, *you* or *your travelling companion* changing plans voluntarily;
- b. *your* financial circumstances, including *you* being made redundant, business or contractual obligations, or the request of *your* employer;
- c. any reason that may cause *your journey* to be cancelled, rescheduled, disrupted, delayed or shortened or which *you* were aware, or a *reasonable* person in *your* circumstances would have been aware before *your* policy was purchased;
- d. *your* failure to check in at the correct departure time or claims resulting from *you* being a standby passenger;
- e. any additional travel or accommodation expenses, which are not of same nature and class as originally purchased, unless *we* have provided *our* prior approval for the upgrade;
- f. the serious *injury*, illness, disease or death of any person who is not:
 - i. *you*; or
 - ii. your travelling companion; or
 - iii. a close relative:
- g. the receivership, insolvency, statutory management, administration, bankruptcy, liquidation collapse or adverse financial position of any airline, financial transport provider, tour operator, travel agent, or wholesaler;
- h. the inability of a tour operator or wholesaler to complete arrangements for a group tour, due to a deficiency in the number of persons required to commence or complete any part of the tour. This exclusion does not apply to prepaid travel arrangements bought separately to reach the departure point for the tour or for other travel arrangements which do not form part of the tour;
- the inability or negligence of a tour operator, charter airline or wholesaler to complete your travel arrangements, or costs charged by or payable to a supplier resulting from rescheduling or cancelling of travel arrangements by that supplier;
- j. caused by delays or rescheduling by a bus line, airline, shipping line or rail authority;
- k. costs paid in advance that exceed the recommended retail value of any concert or sporting event ticket that is scheduled to take place during *your journey*;
- I. caused by the breakdown or dissolution of any personal or family relationship;

m. lockdowns, changes in government alert levels, quarantine or mandatory isolation that applies generally or broadly to some or all of a population, vessel or geographical area, or that applies based on where *you* are travelling to, from, or through.

Section 2: Medical benefits

Important: If you are aged 75 or above at start date of your period of insurance, you do not have any cover under this section of the policy unless you have completed a medical assessment and we have agreed in writing to provide you with this cover.

You do not have cover under this section for domestic journeys within New Zealand.

2.1 Medical expenses

You are covered up to the Maximum Benefit for reasonable and customary overseas hospital, medical, surgical, or other remedial attention or treatment given or prescribed by a registered medical practitioner, including medical repatriation expenses, incurred as a result of an illness, injury or disease occurring during your journey.

This benefit only applies in excess of any amounts *you* are entitled to from any reciprocal health agreements between New Zealand or *your* country of citizenship and the country in which the charges or expenses were incurred and in excess of any amounts that are recoverable by or on behalf of *you* from any other source. New Zealand has reciprocal health agreements with Australia and the United Kingdom. *You* will be required to seek treatment in these countries from their public health system.

We will also pay for emergency telephone calls and taxi fares up to an amount of NZ\$100 per *insured adult* in connection with *your injury* or illness. Receipts must be provided.

Following your return to your home, we will pay up to a maximum of NZ\$10,000 per insured adult for reasonable continuing medical treatment provided these expenses are necessarily and incurred within a 12 month period following the date of the illness or injury.

In all cases:

- 1. We will only pay costs incurred within 12 months of the date the illness or *injury* occurred;
- 2. You, or someone acting on your behalf, must wherever possible contact Allianz Partners prior to treatment or hospitalisation. Failure to obtain our prior approval before your hospitalisation or treatment may result in your claim being declined:

- 3. We have the option of returning you to New Zealand for further treatment if you are medically fit to travel. If you decline to return to New Zealand, we will not pay for any ongoing overseas medical expenses;
- 4. If you choose not to return to your home on or prior to the end date of your period of insurance, we will not pay for any ongoing medical expenses, including medication, which you incur after the expiry date in connection with any injury, illness or disease that occurred during the period of insurance.

2.2 Medical and repatriation expenses as a result of a terrorist act

Cover under Section 2.1 is extended to cover medical expenses and repatriation arising from a *terrorist act*.

The maximum amount we will pay under this section is \$250,000 per insured adult.

2.3 Emergency dental expenses

We will pay, up to the policy's Maximum Benefit, for *reasonable* costs *you* incurred for emergency dental treatment provided during *your journey* which the treating dentist certifies in writing was required solely for the immediate relief of sudden and acute onset of pain to healthy natural teeth following an infection or broken tooth. For cover to apply, teeth must be whole or properly restored (with fillings only) and without impairment, periodontal or other conditions.

2.4 Hospital cash

If, during *your journey*, *you* are confined to a *hospital* overseas as a result of *injury* or illness, we will pay *you* NZ\$150 for each 24hour period *you* are hospitalised, provided the period of confinement exceeds at least 48 hours and limited to the policy's Maximum Benefit per *insured adult*. We will not pay for the first 48 continuous hours *you* are in *Hospital*.

2.5 Funeral expenses

Where *your* death occurs *we* will pay up to the Maximum Benefit for the *reasonable* funeral and cremation or burial expenses in the area where death occurred, or for the *reasonable* costs of returning *your* body or ashes to New Zealand, excluding funeral and interment costs.

Exclusions applying to Section 2

You must also check the General Exclusions for other reasons why we will not pay.

We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

a. you not following the advice of Allianz Partners;

- b. medical expenses relating to hospitalisation or surgical treatment where *our* prior approval has not been sought and obtained, unless notification is not possible;
- medical expenses incurred for continuing treatment or medication which commenced prior to this *journey*, even if we have agreed to cover *your pre*existing medical condition;
- d. private medical treatment when public treatment is available;
- e. treatment exceeding more than two weeks by an acupuncturist, chiropractor or physiotherapist where *you* have been referred by a *registered medical practitioner* (unless approved by *Allianz Partners*).
- f. extraction of wisdom teeth unless these have been impacted;
- g. dental treatment in New Zealand;
- h. normal dental health maintenance:
- i. for damage to dentures, dental prostheses, bridges or crowns;
- relating to dental treatment involving the use of precious metals or for cosmetic dentistry;
- k. for dental treatment caused by or related to the deterioration and/or decay of teeth.
- I. you commencing your travel against the New Zealand Government's advice, or against local government advice at your overseas destination.

Section 3: Life benefits

You do not have cover under this section for domestic journeys within New Zealand.

3.1 Accidental death or permanent disablement

Schedule of Compensation Percentage of Benefit Limit 1. Death 2. Permanent total disablement 3. Permanent total loss of or the of use of two or more limbs 4. Permanent total loss of or the of use of one limb 5. Permanent total loss of speech

| 6. | Permanent total loss of sight in: | | | |
|----|---------------------------------------|-----------|------|--|
| | a. | both eyes | 100% | |
| | b. | one eye | 50% | |
| 7. | . Permanent total loss of hearing in: | | | |
| | a. | both ears | 75% | |
| | b. | one ear | 15% | |

If, during your journey:

- a. *you* are involved in an *accident* and suffer an *injury* which within 12 calendar months of the date of the *injury*, directly results in any event described in the Schedule of Compensation; or
- b. you are exposed to the elements and as a direct result of that exposure, within 12 calendar months you suffer an event described in the Schedule of Compensation,

We will pay the compensation stated in the Schedule of Compensation up to the policy's Maximum Benefit.

3.2 Accidental death or permanent disablement as a result of a terrorist act

Cover under Section 3.1 is extended to cover events arising from a *terrorist act*. the maximum amount *we* will pay under this section for claims arising from a *terrorist act* is \$25,000 per *insured adult*.

Conditions applying to Sections 3.1 and 3.2:

- 1. Benefits will not be payable for more than one of the events 1 to 7 in respect of the same *injury*.
- 2. After the occurrence of any of the events 2 to 7, all cover with respect to *you* under this section shall cease.
- 3. Benefits payable to *dependent children* will not exceed the maximum benefit limit stated for *dependent children*.
- 4. All benefits are payable to you or your estate.

Exclusions applying to Section 3

You must also check the General Exclusions for other reasons why we will not pay.

We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

a. deliberate exposure to danger unless in the attempt to save a human life;

- b. disease, illness (even if contracted through an *injury*) or any natural causes;
- c. your failure to follow our requirements under Section 2.

Section 4: Baggage, money & travel documents

You do not have cover under this section for domestic journeys within New Zealand.

4.1 Personal baggage

If, during *your journey*, *your personal baggage* is accidentally lost, damaged or stolen, *we* will pay per item up to the policy's Maximum Benefit. At *Our* discretion, we may elect to repair or replace *your* items or we will pay the present day value of the lost or damaged item in cash, after making an allowance for depreciation and wear and tear.

Proof of ownership and value will be required to support any claim over \$500.

The special item limit shown in the Schedule of Benefits applies per item for portable computers, camera and video equipment and is inclusive of all attached or unattached lenses or accessories.

Items Under 2 years of age

For items that are less than 2 years old, present day value means the lesser of the purchase price or the replacement price of the item(s).

Items Over 2 years of age

If an item is more than 2 years old, present day value is calculated by applying a minimum 20% depreciation per annum (from the date of purchase) to the lesser of the purchase price or current replacement price of the item. Depreciation may be measured by using the current second hand value of the lost or damaged item.

Items where the age of the item cannot be determined

If you cannot establish the purchase date of any item, present day value is calculated by applying a minimum of 50% depreciation, (which may be increased further based upon *our* assessment of the age of the item) to the lesser of the purchase price or current replacement price of the item.

Loss or damage as a result of a Terrorist Act

If your belongings are permanently lost or damaged as a result of a terrorist act the maximum we will pay per insured adult is NZ\$3,000.

4.2 Emergency baggage

If your personal baggage is temporarily lost in transit, and is not restored to you within 12 hours of the discovery of the loss, we will reimburse you for the emergency purchase of essential replacement items.

We will reimburse you up to NZ\$500 after the first 12 hours.

If your personal baggage is still missing after a further 48 hours then an additional amount of NZ\$500 is claimable. After a further 72 hours, an additional amount of NZ\$500 is also claimable, if you are still deprived of your luggage.

Receipts of purchases must be produced to support any claim.

This section does not apply if *your personal baggage* is temporarily lost when *you* are returning to *your home* at the end of *your journey*.

If your luggage is not found and you make a claim under Section 4.1, the costs of the essential items you purchased will be deducted from any amount payable to you under Section 4.1.

4.3 Travel documents

If *your* travel documents are accidentally lost, damaged or stolen during *your journey*, we will pay up to the policy's Maximum Benefit for:

- a. the cost of replacing *your* travel documents including passports, entry visas and credit cards; and
- b. the cost of subsequent unauthorised use by other persons, provided that *you* have observed all terms and conditions as set down by the issuing authority and *you* cannot recover *your* loss from any other source.

4.4 Personal money

We will pay up to the policy's Maximum Benefit for the accidental loss or theft from *your* person or from a locked safe or from *your* accommodation when *you* are present in the room, of cash taken on *your journey* for personal use.

Exclusions applying to Section 4

You must also check the General Exclusions for other reasons why we will not pay.

We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

- a. household furniture (other than soft goods which include Manchester and household linen);
- b. fragile or brittle articles unless damage is caused by fire or *accident* to the conveyance in which they are being carried;
- tools of trade, bicycles, skis/snowboards and/or bindings, surfboards, windsurfers or similar water equipment other than when they are damaged in transit on a licensed commercial transporter or resulting from fire in or theft from locked accommodation premises;
- d. sporting equipment whilst in use;
- e. stock or samples of any kind related to business or trade;

- f. *personal baggage* sent in advance or articles mailed, sent or shipped by freight or cargo separately;
- g. personal baggage left unattended by you or your travelling companion in a public place. This includes where an item is at a distance from you that you cannot prevent it from being taken;
- h. personal baggage left in a motor vehicle unless stored in a locked luggage compartment of the motor vehicle and forced entry is gained. If there is no lockable luggage compartment in the motor vehicle the items must be unable to be seen from outside the locked vehicle;
- travel documents not reported within 24 hours to the police or the issuer of any credit card or travellers cheque(s) or travel documents where you have not complied with the conditions under which they have been issued and done everything to minimise the loss;
- j. jewellery, except when at the time of the loss or damage the item is being worn by *you*, or was in *your* bedroom while *you* are present in the same room, or in a locked safe;
- k. any electronic device caused by the malfunction of that device;
- I. any electronic data or software;
- m. delay, detention or confiscation by Customs Officers or other officials;
- scratching, denting, grazing, staining, wear and tear, rot, mould, mildew, rust, corrosion, the action of insects or vermin, or clothing and personal effects being cleaned, dyed, altered or repaired.
- o. cash except when at the time of the loss the cash was on *your* person, or was in *your* bedroom while *you* were present in the same room, or in a locked safe.

Section 5: Personal liability

You do not have cover under this section for domestic journeys within New Zealand.

5.1 Personal liability

We will indemnify you up to the policy's Maximum Benefit for all sums that you become legally liable to pay as direct compensation consequent on:

- a. accidental injury, death or illness to persons; or
- b. accidental loss or damage to tangible property;
- c. occurring during the course of *your journey* and during the *period of insurance*.

In respect of a claim to which the above indemnity applies we will pay any costs of litigation legally recovered by any claimant from you and all other costs and expenses incurred with our written consent.

5.2 Defence costs (including wrongful arrest)

We will pay for defence costs incurred by you with our consent in defending claims made against you, including such costs incurred which are the direct result of your false arrest or wrongful detention by any government or government agency, up to the policy's Maximum Benefit.

Exclusions applying to Section 5

You must also check the General Exclusions for other reasons we will not pay.

We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

- a. land or buildings owned, or held in trust by you or in your custody and control;
- b. your business or occupation;
- c. the ownership or use of any land or building, aircraft or aerial device (including unmanned vehicles) other than model aircraft;
- d. mechanically propelled vehicles;
- e. watercraft other than a rowboat, surfboard, sailboard, body board, water–ski or model and or boat;
- f. damage to property belonging to *you* or any employee or member of *your* family or under *your* or their control;
- g. injury, death or illness to you, your employee or members of your family;
- h. damage to any structure or land due to vibration or to the withdrawal or weakening of support;
- i. fines, penalties and punitive, exemplary, aggravated or liquidated damages imposed upon or awarded against *you*;
- j. your liability under a contract;
- k. your unlawful, malicious, deliberate or intentional acts;
- I. transmission of any communicable disease.

Section 6: Transport accident

You do not have cover under this section for domestic journeys within New Zealand.

6.1 Transport accident

If the *TSB Platinum Cardholder* covered by this policy is involved in a transport *accident* and suffer a *fatal injury* during the *journey*, *we* will pay up to the policy's Maximum Benefit provided that:

 a. The fatal injury is sustained while riding as a paying passenger in, or while boarding or alighting from a scheduled public transport service, provided the TSB Platinum Cardholder was travelling directly to or from an airport, bus depot, railway station or dock; and b. The *TSB Platinum Cardholder* paid for the ticket on the relevant *public transport* service in full by using their *TSB Platinum Mastercard*.

Where the *TSB Platinum Cardholder's* body has not been found within one year of the date of their disappearance arising out of a transport *accident* which would otherwise give rise to a loss as specified above, it will be presumed that they suffered a *fatal injury* at the time of their disappearance.

Payment will be made to the TSB Platinum Cardholder's legal representative.

Any payment under this section shall be reduced by any capital benefit payable for the same event under any automatic travel insurance or transport *accident* insurance where this is also underwritten by *us*, including Section 3 of this policy (Section 3 - Life Benefits).

Maximum amount payable and our limits of liability

The most we will pay for all claims resulting from one single event is \$6,750,000, regardless of the number of TSB Platinum Cardholders who suffer a fatal injury as a result of the accident.

This means that if as a result of one *accident* (for example, a single *accident* involving a conveyance such as a plane or ferry), a number of *TSB Platinum Cardholders* suffer a *fatal injury*, we will pay each on a proportional basis up to a total of \$6,750,000.

For example, if 12 *TSB Platinum Cardholders* suffered a *fatal injury* in the same *accident*, *we* would pay \$562,500 to each of their respective legal representative(s).

Exclusions applying to section 6

You must also check the General Exclusions for other reasons we will not pay.

We will not pay for claims that relate to loss, damage, liability, expenses or claims for or arising directly or indirectly out of:

- a. a hijack; or
- b. an intentional or illegal or criminal act by:
 - i. you; or
 - ii. any person acting on your behalf; or
 - iii. *your* designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

Claims

First check *you* are covered by *your* policy by reading the appropriate section in this Policy Wording and the General Exclusions applying to all sections to see exactly what is, and is not covered, noting particularly any conditions, limitations and section specific exclusions.

How to make a claim

You must give notice of *your* claim as soon as possible. The fastest and easiest way to make a claim is to visit *our* online claims portal:

https://claimmanager.co.nz

Alternatively, please contact one of the *Allianz Partners* Customer Care Team on 0800 800 357 between 8.30am and 5pm Monday to Friday for further assistance.

If there is a delay in claim notification, or *you* do not provide sufficient detail to process *your* claim, *we* can reduce *your* claim by the amount of prejudice *we* have suffered because of the delay.

You must give any information we reasonably ask for to support your claim at your expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of purchase and ownership. If required we may ask you to provide translations of any such documents into English to enable our assessment of your claim.

You must co-operate at all times in relation to providing supporting evidence and such other information that may reasonably be required.

If you think that you may have to cancel your journey or shorten your journey you must tell us as soon as possible. Contact Allianz Partners using the contact number shown on the back cover of this policy wording.

For medical, hospital or dental claims, contact us as soon as reasonably practicable.

For loss or theft of *your personal baggage*, report it immediately to the police and obtain a written notice of *your* report.

For damage or misplacement of *your personal baggage*, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make. Submit full details of any claim in writing within 30 days of *your* return *home*.

Claims are payable in New Zealand dollars to you

We will pay all claims in New Zealand dollars. We will pay you unless you tell us to pay someone else. The rate of currency exchange that will apply is the rate at the time you incurred the expense. Payment will be made by direct credit to a New Zealand bank account nominated by you.

You must not admit fault or liability

You must not admit that you are at fault, for any accident, incident or event causing a claim under your policy, and you must not offer or promise to pay any money, or become involved in legal action, without our approval.

You must help us to recover any money we have paid

If we have a claim against someone in relation to the money we have to pay or we have paid under *your* policy, *you* must do everything *you* can to help *us* do that in legal proceedings. If *you* are aware of any 3rd party that *you* or we may recover money from, *you* must inform *us*.

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

If you can make a claim against someone in relation to a loss or expense covered under this policy and they do not pay you the full amount of your claim, we will make up the difference. You must claim from them first.

Other insurance

If any loss, damage or liability covered under this policy is covered by another insurance policy, *you* must give *us* details of that other insurance policy.

We will only make any payment under this policy once the other insurance policy is exhausted. If we have paid *your* claim in full first, we may seek contribution from *your* other insurer. You must give us any information we reasonably ask for to help us make a claim from *your* other insurer.

Subrogation

We may, at our discretion undertake in your name and on your behalf, control and settle any proceedings, or take control and settle any proceedings you undertake in your name, for our own benefit in your name to recover compensation or secure indemnity from any party in respect of anything covered by this policy. You are to assist and permit to be done, everything required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated, upon us accepting your claim under this policy regardless of whether we have yet paid your claim, whether or not the amount we pay you is less than full compensation for your loss, and whether or not we pay you directly or pay a third party providing services to you. These rights exist regardless of the section of this policy under which your claim is paid.

Recovery

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

- 1. To us, our costs (administration and legal) arising from the recovery.
- 2. To us, an amount equal to the amount that we paid to you under your policy.
- 3. To you, your uninsured loss (less your excess).
- 4. To you, your excess.

Once we pay your total loss we will keep all money left over.

If we have paid your total loss and you receive a payment from someone else for that loss or damage, you must pay us the amount of that payment up to the amount of the claim we paid you. If we pay you for lost or damaged property and you later recover the property or it is replaced by a third party, you must pay us the amount of the claim we paid you.

Fraud

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud. You can help by reporting insurance fraud by calling us on 0800 800 357. All information will be treated as confidential and protected to the full extent under law.

This policy is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland 0622 and underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), ("Hollard"), Level 26, 188 Quay Street, Auckland 1010.

The Hollard Insurance Company Pty Ltd Financial Strength Rating and Overseas Policyholder Preference Disclosure Notice.

The Hollard Insurance Company Pty Ltd has a financial strength rating of A-(Excellent) issued by A.M.Best Company Inc.

The rating scale* in summary form is:

A++, A+ (Superior) C++, C+ (Marginal) E (Under Regulatory Supervision)
A, A- (Excellent) C, C- (Weak) F (In Liquidation)
B++, B+ (Good) D (Poor) S (Suspended)
B, B- (Fair)

Plus (+) or minus (-): Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories.

Further information on these ratings is available here: www.ambest.com/home/ratings.aspx

An overseas policyholder preference applies. Under Australian law, if The Hollard Insurance Company Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on The Hollard Insurance Company Pty Ltd's Australian assets to satisfy New Zealand liabilities.

Need more information?

Visit us in branch
Visit tsb.co.nz
Call 0800 872 226

