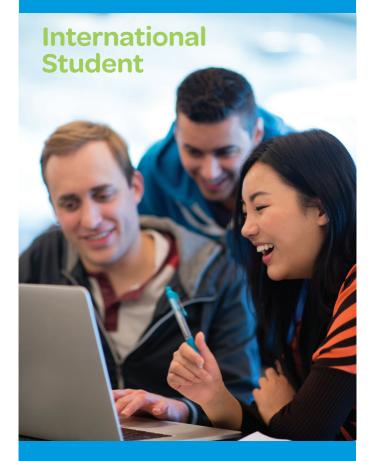
Effective from 1 February 2019

# Your travel insurance policy document





## Important - Please Read!

Thank you for choosing International Student travel insurance. We want You to have a safe and pleasant time in New Zealand and to be confident knowing what You are covered for if the unexpected happens. This Policy only provides cover for Unexpected Events affecting Your Journey. We want to be able to pay Your claim in the event of a qualifying loss, so it is important that You understand Your obligations and the limitations of cover under this Policy. Please take the time to read this Policy wording.

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# About Southern Cross Travel Insurance

Southern Cross Benefits Limited, trading as Southern Cross Travel Insurance (SCTI), is the insurer of this Policy. Any reference to 'We', 'Us' or 'Our' in this Policy wording, means SCTI.

#### Standard and Poor's Rating

Southern Cross Benefits Limited has an A (Strong) financial strength rating given by Standard & Poor's (Australia) Pty Ltd. The Rating Scale is:

AAA (Extremely Strong) CCC (Very Weak)
AA (Very Strong) CC (Extremely Weak)

A (Strong) SD or D (Selective Default or

BBB (Good) Default)

 $BB \, (Marginal) \\ R \, (Regulatory \, Supervision)$ 

B (Weak) NR (Not Rated)

Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. Full details of the rating scale are available at <a href="https://www.standardandpoors.com">www.standardandpoors.com</a>. Standard and Poor's (Australia) Pty Ltd is an approved agency under the Insurance (Prudential Supervision) Act 2010.

#### Complaints & Disputes

SCTI is a registered financial service provider and a member of the Insurance & Financial Services Ombudsman (IFSO) Scheme, which is an approved dispute resolution scheme. If You have a complaint or dispute about the services We provide You, please follow Our Internal Disputes Resolution (IDR) process.

If Your complaint or dispute is not satisfactorily resolved, You can then follow Our External Disputes Resolution (EDR) process and refer the matter to the IFSO. For more information or to access the free and independent IFSO process please call 0800 888 202, or visit <a href="https://www.ifso.nz">www.ifso.nz</a>. Please go to 'Ask a question' on Our website to view Our IDR and EDR processes.

#### Communicating with SCTI

Email: info@scti.co.nz

Website: www.scti.co.nz

Policy queries: 0800 784 691

Emergency assistance: +64 9 359 1602

## **Understanding Your Policy**

This Policy contains information on this Policy's main benefits and features and is designed to help You decide if this travel insurance is right for You. This Policy wording outlines the Policy's features, benefits, terms, conditions and exclusions. Please ensure You read and understand the Policy wording, including:

- 'Schedule of Benefits' (page 10) which states the section limits and sub limits for the Policy and cover type You select.
- 'Definitions' (page 12) which sets out the definitions of certain words that appear throughout this Policy wording. Words which are defined begin with capital letters and have specific meanings.
- 'General Conditions of this Policy Applying to All Sections' (page 16).
- 'General Exclusions of this Policy Applying to All Sections' (page 20).

In relation to any claim made under any section of this Policy, the maximum amount We will pay, subject to any applicable sub limit, is the section limit specified in the Schedule of Benefits.

#### Eligibility

To be eligible to apply for and to receive cover under this Policy, You must:

- (a) hold, or intend to hold, a current New Zealand student visa for the duration of the time that You are studying in New Zealand (or a visitor visa if studying for no more than three months); and
- (b) be enrolled at a New Zealand education provider and, at Our request, be able to provide confirmation to Us that You were regularly attending the classes for which You enrolled up until the time You submitted a claim.

You are not eligible for this Policy if You:

- (c) are travelling to New Zealand with the intention of obtaining medical or dental treatment, cosmetic surgery, or related advice; or
- (d) have been advised by a registered medical practitioner that You are not fit to travel.

Please refer to general condition 24 (page 18).

#### How To Apply

You can buy an International Student Policy online at www.scti.co.nz or by completing an application form through Your Designated Agent.

A requirement of this Policy is that You must have access to a valid email address in order for SCTI to communicate with You on all matters relating to Your Policy, and a New Zealand bank account to receive any claim payment relating to Your Policy. Please refer to general condition 7 (page 16).

If We accept Your application for insurance, We provide confirmation of this by emailing You:

- a copy of the Policy document; and
- Your Certificate of Insurance, which sets out details of Your Policy including Your premium, cover type, Start Date of Journey, End Date of Insurance, and any conditions applying to Your Policy; and
- if applicable, written confirmation of cover for specified items and/or Covered Conditions.

Together, these documents set out the terms and conditions of Your Policy.

#### **Cover Types**

There are two cover types available:

- 'Individual': applies to one person who is named on the Certificate of Insurance.
- 'Family': applies to either:
  - (a) one person and any of their Dependent Children; or
  - (b) one person their Spouse and any of their Dependent Children; all of whom are named on the Certificate of Insurance and are travelling together on the same itinerary.

Please refer to general condition 25 (page 18).

#### **Your Premium**

When You apply for Your Policy, You will be advised of the premium. The premium is based on a number of factors, including the cover type, number and age of people covered, length of Journey and specified items. Your total premium will include government taxes, including Goods and Services Tax (GST) if applicable.

#### Cooling-Off Period

If You are not completely satisfied with Your Policy, You have cooling-off rights and may be entitled to a refund of Your premium. Please refer to general condition 37 (page 19).

#### Limits On Cover

You need to be aware that cover under this Policy contains limits. A summary of some of the key limits is set out in this Policy wording. Full details of Your cover are set out in this Policy wording. Some examples are:

- If You are thinking about living permanently in New Zealand, We would strongly recommend that You review Your Policy and its suitability for Your circumstances. Once You are a permanent resident of New Zealand, You are no longer eligible for cover under this Policy.
- If You return to Your Home Country on a temporary basis, for a period of no more than 90 days, You will receive cover in accordance with the terms of the Policy, up to a maximum of \$20,000 per Policy. You must hold a return ticket to New Zealand at all times and You must intend to return to New Zealand.
- Some limits under this Policy are applied 'per year.' This means that in
  the twelve months following the Start Date of Insurance of Your first
  International Student Policy, You can only claim up to the maximum
  amount for that benefit. This is regardless of whether or not You have
  purchased more than one International Student Policy during that year.
- Where a particular benefit has no sub limit specified, the section limit set out in the Schedule of Benefits on page 10 is the maximum amount We will pay for all claims under that section.

#### **Pre-Existing Conditions**

Unless accepted by Us first in writing, Your Pre-Existing Conditions are excluded under this Policy.

We consider any medical or physical conditions, symptoms or circumstances which You are aware of, or a reasonable person in Your circumstances ought to have been aware of, prior to Your Start Date of Insurance to be Pre-Existing Conditions. This is regardless of whether or not a diagnosis has been made. If Your Pre-Existing Conditions are undiagnosed, We are unable to assess them and they will remain excluded under Your Policy.

Any Pre-Existing Conditions that We exclude from cover during the application process, You choose not to seek cover for, or do not tell Us about, will remain excluded under Your Policy.

Once We have provided confirmation of Your Policy, You are no longer able to declare any Pre-Existing Conditions and We will not pay any claims directly or indirectly related to these Pre-Existing Conditions.

There are also some conditions that We are unable to offer cover for, even if they manifest during Your Period of Insurance. These are listed under 'General Exclusions of this Policy Applying to All Sections'.

Please refer to general exclusions 1, 2, 3, 4, 5, 6 and 7 (page 20) and the 'Pre-Existing Condition' definition (page 14).

#### **Covered Conditions**

A Covered Condition is:

- (a) a medical or physical condition that You disclosed to Us at the time of completing Your application, for which We have confirmed cover in writing; or
- (b) an Illness or Injury that first manifests itself after Your Start Date of Insurance but prior to Your Start Date of Journey, for which You have notified Us and We have confirmed cover in writing.

Please refer to the 'Covered Condition' definition (page 12).

# Your Obligations After Your Start Date of Insurance but Prior to Your Start Date of Journey

You must notify Us at info@scti.co.nz of any Illness or Injury, or change in Your Covered Condition, that arises after Your Start Date of Insurance but prior to Your Start Date of Journey.

Unless We have confirmed cover in writing, We will not pay any claims arising directly or indirectly from Your Illness or Injury, or the change in Your Covered Condition, other than where You qualify for cover under and in accordance with section 2.1.

Any further deposits or payments made in relation to Your Journey after You become aware of Your Illness or Injury, or the change in Your Covered Condition, are at Your own risk, and may not be covered should You need to make a claim.

Please refer to general condition 2 (page 16).

#### **Medical Cover**

Private hospital treatment is not automatically covered under this Policy so You must first seek public hospital treatment.

Please refer to 'Losses We Do Not Cover Under Section 1' (a) (page 25).

#### Chronic Injury or Illness

If, during Your Journey, You suffer a Chronic Injury or Illness, We will reimburse You for:

- (a) Actual and Reasonable Medical Expenses incurred in New Zealand during the 12 month period from the date We confirm in writing that You have a Chronic Injury or Illness; and
- (b) costs to evacuate You to Your Home Country at the end of the 12 month period.

Cover for Your Chronic Injury or Illness will cease at the end of the 12 month period, or on Your final return to Your Home Country, whichever occurs first.

If Your Policy expires before the end of the 12 month period, Your Period of Insurance will be extended at no charge until the end of the 12 month period or Your final return to Your Home Country, whichever occurs first.

Please refer to section 1 (page 23).

# Changes to Your Journey Relating to an Immediate Family Member

Cover under section 2 is only available for Unexpected Events that directly relate to You, or an Immediate Family member located in Your Home Country.

It is important to consider the health of Your Immediate Family when You arrange travel insurance. There are limits on when and what cover is available where a claim involves an Existing Condition of an Immediate Family Member.

Please refer to the 'Existing Condition of an Immediate Family Member' definition (page 13) and 'Conditions Applying to Section 2' (page 26).

#### Cover for Your Personal Items

If Your personal items are lost, stolen or damaged, We are entitled to choose between repairing the item, issuing a store credit at a supplier of Our choice, or paying You in accordance with the benefit under section 7.1 (page 32).

There is limited cover for high value items under this Policy. If You are taking high value items with You on Your Journey and You would like these items covered at their current value, You must specify them during the application process and We will confirm in writing if We are willing to offer cover for the specified items . An additional premium will be payable for this additional cover and You must provide Us with the brand and model of the specified item(s).

For specified items, there are specific proof of ownership and value requirements under this Policy. If You cannot meet these requirements, this Policy may not be right for You.

Please refer to the 'Schedule of Benefits' (page 10), section 7 (page 32) and 'Conditions Applying to Sections 6 & 7' (page 33).

#### When & Where Cover Starts & Ends

Cover commences under section 2.1 on Your Start Date of Insurance. Cover under all other sections of the Policy commences on Your Start Date of Journey and You are covered:

- (a) while in New Zealand; and
- (b) departing Your Home Country travelling to New Zealand (inclusive of transit stops) for up to 31 days; and
- (c) departing New Zealand travelling to Your Home Country (inclusive of transit stops) for up to 31 days; and
- (d) for multiple leisure holidays from New Zealand to Australia & the South Pacific and returning to New Zealand, for up to 31 days.

While on a visit to Your Home Country You are covered in accordance with the terms of the Policy, up to a maximum of \$20,000 per Policy, provided:

- (a) You return on a temporary basis for no more than 90 days; and
- (b) You hold a return ticket to New Zealand at all times; and
- (c) You intend to return to New Zealand.

Cover ceases on Your End Date of Insurance.

Please refer to the 'Start Date of Insurance' definition (page 15), 'Start Date of Journey' definition (page 15) 'End Date of Insurance' definition (page 12) and general condition 26 (page 18).

#### **Emergency Assistance**

If You need emergency assistance, contact Southern Cross Emergency Assistance on +6493591602, 24 hours a day, 7 days a week. This number should be used for emergencies only, and not for general queries or claims queries.

Under some circumstances, You are required to contact Southern Cross Emergency Assistance. Please refer to general condition 8 (page 16).

## Other Important Information

#### Claims

Claims must be submitted to Us as soon as reasonably possible after the Unexpected Event giving rise to the claim. If We require additional information, We will advise You of this. You must provide all reasonable assistance, information and co-operation requested by Us, including any and all necessary documents that We reasonably request. Please refer to general conditions 3 and 4 (page 16) and general condition 8 (page 16).

All telephone calls to and from Us and Southern Cross Emergency Assistance are recorded and kept secure. We do this for training purposes and to ensure that any information exchanged over the telephone can be easily verified.

#### **Duty of Disclosure**

When You apply for or amend a Policy with Us, We will ask You a series of questions. When You answer these questions You must declare everything You know, or which a reasonable person in the circumstances would be expected to know, for Us to decide:

- whether We will insure You:
- · the amount We will charge You; and
- · whether any special conditions will apply to Your Policy.

Everyone who is insured under the Policy must comply with this duty of disclosure. If You provide information about another insured, You are responsible for the accuracy and completeness of that information.

#### **Policy Cancellation**

You may cancel this Policy in accordance with the cooling-off period set out in general condition 37 (page 19).

If at any time You have:

- failed to comply with Your 'Duty of Disclosure';
- made a misrepresentation to Us;
- given us false information, documentation or statements;
- defrauded or attempted to defraud Us;

- · failed to comply with a relevant provision of the Policy; or
- failed to notify Us of matters as required by the Policy;

#### We may:

- avoid the Policy from the beginning or cancel the Policy; and/or
- reduce Our liability to You for any claim.

If We avoid or cancel the Policy for any of these reasons, We will do so by giving You notice by email, and:

- We may not pay claims;
- We may retain any premium paid; and
- Your cover and the cover of all insureds listed on Your Certificate of Insurance will end.

If We avoid or cancel Your Policy, We may notify Your education provider, issuing agent and/or relevant immigration authorities.

#### Privacy

We collect, hold, use and disclose Your personal and health information in accordance with Our privacy statement. A summary of the key terms of Our privacy statement is set out below. You can find the full privacy statement on Our website <a href="https://www.scti.co.nz/privacy">www.scti.co.nz/privacy</a>.

- The information We collect and hold about You will be used to consider
  Your eligibility for this Policy, to provide You with services that You request
  and for other purposes set out in Our privacy statement. This may include
  insurance services such as managing, assessing and investigating claims.
- We may be required to collect personal information about You from third parties. Further details can be found in Our privacy statement.
- Your personal information may be disclosed to third parties in New Zealand or overseas who are involved in the purposes set out in Our privacy statement. These third parties may include other insurers, reinsurers, claims investigators, police, medical and health service providers, legal and other professional advisers. Please see Our privacy statement for full details on when and to whom We may disclose Your personal information.
- If You would like to access or correct personal information that We hold about You, please email Us at <u>info@scti.co.nz</u>.
- If You do not provide Us with the correct and complete personal information We request for all individuals on the Policy, We may not be able to process Your application for insurance, process Your claims, or provide You with Our services.
- We may change and update Our privacy statement from time to time.
   The current version can be accessed at <a href="www.scti.co.nz/privacy">www.scti.co.nz/privacy</a>.

#### Notices & Contact

In relation to any aspect of the Policy including for claims purposes, We may:

- (a) contact You as the main policyholder. If We do contact You this
  constitutes notice on all of the persons named on the Certificate of
  Insurance; or
- (b) contact any other persons named on the Certificate of Insurance.

Any contact, correspondence or information of any kind received by Us from the main policyholder is made on behalf of all persons named on the Certificate of Insurance, and the main policy holder is responsible for the accuracy and completeness of that contact, correspondence or information.

## Schedule of Benefits

## **Section Limits**

The maximum cover for the following sections in NZ\$	Maximum cover per person, per year in NZ\$
Section1 Medical & Evacuation	UNLIMITED
Section 2 Changes to Your Journey	\$50,000
Section 3 Personal Accident	\$50,000
Section 4 Personal Liability	\$500,000
Section 5 Rental Vehicle Excess	\$1,500
Section 6 Cash & Travel Documents (\$100 Excess applies per Unexpected Event)	\$1,000
Section 7 Baggage & Personal Items (\$200 Excess applies per Unexpected Event an \$500 Excess for each laptop, personal compute or tablet computer)	

## **Sub Limits**

Some of the sections have sub limits for particular types of claims. These are set out on page 11 opposite. Where a particular type of claim has no sub limit, the section limits set out above apply.

#### **Sub Limits**

#### Section 1

Medical & Evacuation

Optometrist Consultations \$50 per visit, up to

\$250 per person, per year Lenses \$100 per person, per year

Ancillary Services \$200 per person, per year

Mental Health \$20,000 per person, per year

Terrorism \$100,000 per Policy

Emergency Dental Treatment \$500 per person, per year

Cash Allowance While in Hospital \$100 per complete 24 hour period, up to \$5,000 per

person, per year

Extra Travel & Accommodation \$5,000 per Unexpected Event

Accompanying Person \$15,000 per Policy

Funeral Expenses/ Return of \$25,000 per deceased person Mortal Remains

Search & Rescue

Search & Rescue \$10,000 per person, per year

#### Section 2

#### Changes to Your Journey

Travel Interruption \$250 per 12 hour period, up to \$2,000 per Unexpected Event

Claims due to an Existing Condition of an Immediate Family Member \$5,000 per Policy

#### Section 4

#### Personal Liability

Wrongful Detention

Legal Costs Relating to False Arrest or \$10,000 per person, per year

#### Section 7

#### Baggage & Personal Items

Unspecified Computers and Cameras \$2,500 per item

Maximum Total Unspecified Electronic items \$5,000 per Unexpected Event

Maximum Total Unspecified Jewellery \$5,000 per Unexpected Event

Other Unspecified Items \$1,500 per item

Specified Items \$5,000 per item

Maximum Total Specified Items \$15,000 per Policy

Baggage Delay (after 12 hours delay) \$500 per Unexpected Event

#### **All sections**

terms of the Policy

#### In Your Home Country

While on a visit to Your Home Country,
You are covered in accordance with the per Policy

### **Definitions**

Wherever the following words appear in this Policy wording starting with capital letters, such words mean:

'We', 'Us', 'Our': Southern Cross Benefits Limited (trading as Southern Cross Travel Insurance, or SCTI), the insurer of this Policy.

'You', 'Your', 'Yourself': the insured person(s) named on the Certificate of Insurance.

'Actual and Reasonable': reasonable losses actually incurred which are necessary and what were paid, or what would have been paid, under normal circumstances, as determined reasonably by Us. Costs incurred in relation to losses for travel and accommodation must be of the same fare class or standard as those originally selected for Your Journey.

'Ancillary Services': services provided by registered: acupuncturists, chiropractors, dermatologists, dieticians, osteopaths, physiotherapists, podiatrists, or Chinese medicine practitioners.

'Australia & the South Pacific': American Samoa, Australia, Bali, Cook Islands, Fiji, French Polynesia, Lombok, New Caledonia, Niue, Norfolk Island, Samoa, Tahiti, Tonga and Vanuatu.

'Certificate of Insurance': the certificate that We send to You providing confirmation that We have issued a Policy to You and setting out details of Your Policy.

'Chronic Injury or Illness': in relation to each person named on Your Certificate of Insurance, an Injury or Illness where the Actual and Reasonable Medical Expenses and other associated expenses incurred by You (or expected to be incurred by You) exceed \$200,000 in total over the life of the condition.

'Contact Sport': any sport which allows physical contact with other players, either deliberate or incidental, within the rules of the sport.

'Covered Condition': in relation to each person named on Your Certificate of Insurance:

- (a) a medical or physical condition that You disclosed to Us at the time of completing Your application and for which We have confirmed cover in writing; or
- (b) an Illness or Injury that first manifests itself after Your Start Date of Insurance but prior to Your Start Date of Journey, for which You have notified Us and We have confirmed cover in writing.

'Dependent Children': Your unmarried children, stepchildren, foster children, grandchildren, nieces and nephews, who are aged 17 years or under on Your Start Date of Insurance and are primarily dependent on the adult(s) named on the Certificate of Insurance.

'Designated Agent': any person or organisation who has signed a valid agent agreement with Us.

'End Date of Insurance': the date specified on Your Certificate of Insurance or the date and time of Your final return to Your Home Country, whichever occurs first.

 $\begin{tabular}{ll} \textbf{`Excess':} the amount of any claim You are responsible for. This amount will be deducted from any claim payment. \\ \end{tabular}$ 

**Existing Condition of an Immediate Family Member**': in relation to Immediate Family located in Your Home Country only, any medical or physical conditions, symptoms or circumstances for which advice, care, treatment, medication or medical attention has been sought, given, or recommended, prior to Your Start Date of Insurance.

'Financial Collapse': any service provider (including any education provider) You are relying on for Your Journey that:

- (a) is not able to pay its debts as they fall due for payment in the ordinary course of business: or
- (b) ceases to carry on normal business operations; or
- (c) has not paid another service provider whose services You are relying on; or
- (d) is placed in receivership or liquidation; or
- (e) becomes subject to statutory management.

'Home Country': the country of origin nominated by You as being the country in which You principally resided prior to Your Start Date of Insurance.

'Illness': a symptom, sickness or disease (whether diagnosed or undiagnosed) which first manifests itself during Your Period of Insurance.

'Immediate Family': Your Spouse, fiancée, fiancée, parent, sibling, child, stepchild, foster child, niece, nephew, grandparent, grandchild, parent-in-law, brother and sister-in-law, son and daughter-in-law.

'Injury': a bodily injury caused solely and directly by accidental, visible and external means, that occurs during Your Period of Insurance.

'International Student': the name of this travel insurance Policy.

'Journey': Your time away from Your Home Country, which commences on Your Start Date of Journey, and ceases on Your End Date of Insurance. Your Journey also includes:

- (a) departing Your Home Country travelling to New Zealand (inclusive of transit stops) for up to 31 days; and
- (b) departing New Zealand travelling to Your Home Country (inclusive of transit stops) for up to 31 days; and
- (c) multiple leisure holidays from New Zealand to Australia & the South Pacific and returning to New Zealand, for up to 31 days; and
- (d) any visits to Your Home Country of not more than 90 days during Your Period of Insurance, provided You intend to return to New Zealand and hold a return ticket back to New Zealand at all times.

'Manual Work': any trade, work of a physical nature, hazardous work or work that is not undertaken in an office.

'Medical Expenses': reasonable expenses necessarily incurred by You during Your Journey in respect of hospital, medical, surgical, nursing home or other remedial attention or treatment given or prescribed by a registered medical practitioner, excluding dental treatment (except as provided under section 1.2). For the purpose of this definition, 'reasonable expenses' are the expenses incurred for the standard level of hospital, medical, surgical, nursing home or other remedial attention or treatment given in the country You are in.

'Period of Insurance': the period commencing on Your Start Date of Insurance and ceasing on Your End Date of Insurance.

'Policy': means the contract of insurance between You and Us which consists of:

- a) this Policy;
- Your latest Certificate of Insurance and any Endorsements to your Certificate of Insurance;
- any special terms and conditions in writing from Us confirming any addition or variation of Your Policy.

**Pre-Existing Condition**: in relation to each person named on Your Certificate of Insurance, any medical or physical conditions (including congenital conditions, anomalies or defects but excluding congenital blindness and deafness), symptoms or circumstances which You are aware of, or a reasonable person in Your circumstances ought to have been aware of:

- (a) for which advice, care, treatment, medication or medical attention has been sought, given, or recommended; or
- (b) for which You are awaiting test results or further investigation, specialist treatment or specialist consultation; or
- (c) which have been diagnosed as a medical condition, or indicative of a medical condition; or
- (d) which are of such a nature to require, or which potentially may require medical attention; or
- (e) which are of such a nature as would have caused a prudent, reasonable person to seek medical attention;

prior to Your Start Date of Insurance and regardless of whether or not a medical diagnosis has been made, and:

- (f) which are not Covered Conditions; or
- (g) which have been excluded during the application process; or
- (h) for which You have chosen not to seek cover for, or do not tell Us about, at the time of completing Your application.

'Professional Sport': sport for which participants receive payment for their performance, as opposed to amateur sport.

'Public Place': any area to which the public has access (whether authorised or not) including the foyers and grounds of any accommodation, restaurants, bars, night clubs, shops, markets, public toilets, beaches, airports, transport terminals, taxi stands, sporting grounds or facilities, libraries, and wharves.

'Remote Area': any area with limited or no telecommunications or medical services.

**Rental Vehicle**: a standard model motor vehicle or motor home designed to carry no more than 8 people including the driver, or a moped or motorcycle with a maximum engine capacity of 200cc, rented by You from a licensed motor vehicle rental agency.

**'Schedule of Benefits'**: the table in this Policy Wording which sets out the maximum sums insured for each section of the Policy and any sub limits that apply to each section.

**'Scheduled Transport'**: air, rail, sea and/or road transport operated by an established and licensed passenger carrying service operator, tour operator or public transport service, in each case providing regular, scheduled transport for fare paying passengers.

'Southern Cross Emergency Assistance': the organisation that provides You with worldwide emergency assistance services.

#### 'Spouse': the person:

- (a) to whom You are legally married; or
- (b) with whom You live in a relationship equivalent to marriage (whether of the same or opposite gender) and with whom You have continuously cohabitated for a period of at least 3 months prior to Your Start Date of Journey.

'Start Date of Insurance': the date and time We issue Your Certificate of Insurance.

'Start Date of Journey': either the date as specified on Your Certificate of Insurance, or the date and time that You first depart from Your Home Country, whichever occurs later.

**'Student Fees':** the total course costs and other financial commitments associated with the course for which You have enrolled and which are payable by You. This also includes (where applicable) any costs that are paid to an education provider, where the education provider is acting as an agent for collection of those monies for the passing to a third party.

'Terrorism': any act, or preparation in respect of action, designed to influence a government or any political division in pursuit of political, religious or ideological gain or with the purpose of intimidating the public.

'Unattended': not on Your person or under Your control at the time of the loss, theft or damage, or left in a place where it can be taken without Your knowledge (including on the beach or beside the pool while You swim), or where You are unable to prevent it from being unlawfully taken.

**'Unexpected Event'**: a cause or event that occurs during Your Period of Insurance that:

- (a) was sudden, unforeseeable or unintended; and
- (b) was outside of Your control; and
- (c) could not reasonably have been anticipated or avoided.

## General Conditions of this Policy Applying to All Sections

#### Your Obligations

- You must comply with Your 'Duty of Disclosure'. If You fail to comply
  with Your 'Duty of Disclosure' and/or carry out certain specified acts
  or omissions, We may avoid the Policy from the beginning or cancel
  the Policy, and/or reduce Our liability to You for any claim. If We avoid
  or cancel Your Policy, We may notify Your education provider, issuing
  agent and/or relevant immigration authorities. Please refer to 'Duty of
  Disclosure' and 'Policy Cancellation' (page 8).
- 2. You must notify Us at <u>info@scti.co.nz</u> of any Illness or Injury, or change in Your Covered Condition that arises after Your Start Date of Insurance but prior to Your Start Date of Journey. Unless We have confirmed cover in writing, We will not pay any claims arising directly or indirectly from Your Illness or Injury, or the change in Your Covered Condition, other than where You qualify for cover under and in accordance with section 2.1. Any further deposits or payments made in relation to Your Journey after You become aware of Your Illness or Injury, or Covered Condition, are at Your own risk, and may not be covered should You need to make a claim.
- You must provide all assistance, information and co-operation reasonably requested by Us.
- 4. You must obtain and provide any and all necessary documents, including proof of refunds, translations, repair reports and reports from a registered medical practitioner, police, airline, travel agent or other authority that We reasonably request.
- 5. You must obtain and provide all necessary documents regarding Your Immediate Family, including reports from a registered medical practitioner and death certificates, that We reasonably request. It is Your obligation to obtain appropriate authorisation from Your Immediate Family in order to obtain and provide this information to Us.
- 6. You must check the travel advisory ratings on the New Zealand Ministry of Foreign Affairs and Trade website (www.safetravel.govt.nz) immediately prior to Your Start Date of Journey. We will not pay any claims where a travel advisory risk rating of 'do not travel' or 'avoid non-essential travel' has been published on that website prior to Your Start Date of Journey, except for cover provided under section 2.1 if that rating was published after Your Start Date of Insurance but prior to Your Start Date of Journey. It may also not be possible to organise emergency assistance to destinations with a 'do not travel' or 'avoid non-essential travel' risk rating, or to war zones or Remote Areas.
- You must have access to a valid email address in order for SCTI to communicate with You on all matters relating to Your Policy, and have access to a New Zealand bank account to receive any claim payment relating to Your Policy.

#### When the Unexpected Happens

- You, or someone acting on Your behalf, must contact Southern Cross Emergency Assistance under the following circumstances during Your Journey:
  - (a) if You require hospitalisation or surgical treatment; or
  - (b) in the event of Your death.

- We are not responsible for the medical standards or services You may receive and You acknowledge and accept that different places, countries, facilities and tour operators may have lower medical standards and services than in New Zealand.
- 10. Unless it is not reasonably practicable, loss, theft or damage must be reported to police, security, or appropriate authorities within 24 hours of Your discovery of the loss, theft or damage and a full written report obtained and provided to Us, otherwise Your claim may not be paid.
- Claims must be submitted to Us as soon as reasonably possible after the Unexpected Event giving rise to the claim. If We require additional information, We will advise You of this.
- 12. All currency mentioned in this Policy is in New Zealand dollars. All sums insured include any applicable taxes or duties.
- 13. You must provide sufficient evidence:
  - (a) of any Unexpected Event; and
  - (b) as is necessary to substantiate Your claim;
  - to Our reasonable satisfaction, including all relevant original receipts and documents where available. We may also require You to provide Us with such other forms of supporting evidence as are necessary (in Our reasonable opinion) to evidence the Unexpected Event and substantiate Your claim. Photocopied, faxed or scanned documents will only be accepted if first agreed to by Us.
- 14. We have a right of subrogation and may, at Our cost and in Your name, take any action available to recover compensation from another party in respect of a claim. You must assist Us in providing information about any third parties who We may recover a claim from and/or in any legal proceedings. You must tell Us if You take legal proceedings.
- The law of New Zealand shall apply and the courts of New Zealand will have exclusive jurisdiction in respect of any litigation in relation to this Policy.
- Additional travelling and accommodation expenses for which You make a claim must be of the same nature and class as originally purchased and may not be upgraded without Our prior written approval.
- 17. If all or part of any valid claim is covered by another source, including any travel, sickness, accident, health, or income protection insurance policies, banks and/or credit card providers, or You are eligible to receive any refunds, credits, rebates or discounts, then You must provide Us with those details and We will only pay the difference. If You can claim against anyone else You must claim against them first before We will consider covering the difference. This condition does not apply to section 3.
- You may claim for either Your prepaid costs or Your additional costs, but not both.
- 19. You cannot become 'better off' financially due to a claim.
- 20. Your right to make a claim is subject to, and conditional on, You providing all authorisations which We are required to obtain to comply with privacy laws and codes of practice applying in New Zealand and elsewhere. These authorisations can relate to the collection, holding, use and disclosure of information, which We require to investigate and verify Your claim. Please see Our privacy statement for more information.
- 21. If You do not hold a return ticket to Your Home Country at the time of an Unexpected Event We will deduct from any claim, which includes Your evacuation back to Your Home Country, an amount equal to Your original carrier's one way economy class fare for the route used for Your return, as published on the date Your claim is finalised by Us.

22. The right to any payment which remains unclaimed by You for 5 years after the payment was made available by Us shall lapse at the expiry of such period and such amount may then be applied for Our own use.

#### **Terms of Cover**

- 23. You can rely on verbal statements made by a Designated Agent only when they are consistent with this Policy. If a statement is made which is inconsistent with this Policy, You cannot rely on it unless it is recorded in writing by Us.
- 24. To be eligible to apply for and to receive cover under this Policy, You must:
  - (a) hold, or intend to hold, a current New Zealand student visa for the duration of the time that You are studying in New Zealand (or a visitor visa if studying for no more than three months); and
  - (b) be enrolled at a New Zealand education provider and, at Our request, be able to provide confirmation to Us that You were regularly attending the classes for which You enrolled up until the time You submitted a claim.

You are not eligible for this Policy if You:

- (c) are travelling to New Zealand with the intention of obtaining medical or dental treatment, cosmetic surgery, or related advice; or
- (d) have been advised by a registered medical practitioner that You are not fit to travel.
- 25. There are two cover types available:
  - 'Individual': applies to one person who is named on the Certificate of Insurance.
  - 'Family': applies to either:
    - (a) one person and any of their Dependent Children; or
    - (b) one person, their Spouse and any of their Dependent Children; all of whom are named on the Certificate of Insurance and are travelling together on the same itinerary.
- 26. Cover commences under section 2.1 on Your Start Date of Insurance. Cover under all other sections of the Policy commences on Your Start Date of Journey and You are covered:
  - (a) while in New Zealand; and
  - (b) departing Your Home Country travelling to New Zealand (inclusive of transit stops) for up to 31 days; and
  - departing New Zealand travelling to Your Home Country (inclusive of transit stops) for up to 31 days; and
  - (d) for multiple leisure holidays from New Zealand to Australia & South Pacific and returning to New Zealand, for up to 31 days.

While on a visit to Your Home Country You are covered in accordance with the terms of the Policy up to a maximum of \$20,000 per Policy, provided:

- (a) You return on a temporary basis for no more than 90 days; and
- (b) You hold a return ticket to New Zealand at all times; and
- (c) You intend to return to New Zealand.

Cover ceases on Your End Date of Insurance.

27. The issuing of an International Student Policy shall be at Our sole discretion. We may decline to offer cover or choose to offer cover on different terms and conditions, regardless of whether cover has been offered previously.

- 28. Any special terms and conditions that You receive in writing from Us will apply in addition to the terms and conditions contained in this Policy.
- 29. We may only change the terms and conditions contained in this Policy by Our email notice to You prior to Your Start Date of Journey. If We accept any change to Your Policy which You have requested, We will confirm the change by email. We are not obliged to accept any changes requested by You.
- 30. If, after Your Start Date of Journey, Your return to Your Home Country is delayed due to an Unexpected Event, Your Period of Insurance will be extended at no charge until You are reasonably able to return to Your Home Country, subject to any limitations set out in this Policy.
- 31. At the end of Your Policy You may apply for another Policy if You still meet the eligibility criteria set out in general condition 24.
- 32. If You renew Your Policy continuously from Your original Start Date of Insurance, any Injury or Illness suffered during Your original Period of Insurance (provided it is not a Chronic Injury or Illness) or Covered Condition, will not be treated as a Pre-Existing Condition under any subsequent Policy.
- 33. If any provision of this Policy is held by any court or administrative body (including the IFSO) to be illegal, void or unenforceable, such determination does not impair the enforceability of the remaining parts of this Policy which will remain in full force.
- 34. The use of the words 'includes' or 'including' in this Policy does not limit what else is included.
- 35. In relation to any claim made under any section of this Policy, the maximum amount We will pay, subject to any applicable sub limit, is the section limit specified in the Schedule of Benefits.

#### **Premium**

 Payment of the premium is acceptance of these Policy terms and conditions.

#### Cooling-Off Period

37. If You are not completely satisfied with the terms and conditions of Your Policy, You may cancel Your Policy within 14 days of Your Start Date of Insurance, provided no claims have been made, and receive a full refund. If You cancel Your Policy We will not pay any claims made by You. No premium is refundable once a claim is made (except to the extent that You may be entitled to a refund under the Consumer Guarantees Act 1993).

## General Exclusions of this Policy Applying to All Sections

We will not pay for any claims under any section of this Policy arising directly or indirectly from:

- Pre-Existing Conditions.
- Conditions for which You require, are on a waiting list for, or are scheduled to receive, a medical procedure (including overnight or day surgery).
- Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV);
- 4. A sexually transmitted infection (STI);
- Mental health conditions including nervous disorders, depression, stress, anxiety or travel exhaustion (except for cover as provided under section 1.1, sub limit (c), 'Mental Health').
- 6. Alcohol or substance addiction.
- Pregnancy, except for medical complications up to and including the 20th week of pregnancy, providing the pregnancy was without complication prior to Your Start Date of Insurance.
- 8. Travelling against medical advice at any time.
- Elective or cosmetic procedures or treatment, including any complications that arise from any such procedure or treatment.
- 10. The breakdown or dissolution of any personal or family relationship.
- 11. Events relating to animals that belong to You or Your Immediate Family.
- Intentional self-inflicted Illness or Injury, suicide or attempted suicide, or voluntary abortion.
- The influence of alcohol or drugs (other than a drug administered or prescribed by a registered medical practitioner, and taken as prescribed).
- 14. Persons invited to Your accommodation or You visiting the accommodation of persons unknown to You.
- 15. Participating in any prostitution.
- 16. Participating in any gambling.
- 17. Hitchhiking.
- 18. Your unlawful activity.
- Consequential loss of benefits, including loss arising from the use of frequent flyer points or similar loyalty programmes, or as part of a prize for a promotion or an employee incentive scheme.
- 20. Your loss of enjoyment, amenity or other non-financial loss.
- 21. Services provided by a family member or friend including accommodation or health care.
- 22. Air or sea travel except as a fare paying passenger on Scheduled Transport services (or aboard charter vessels where crew are included, which are operating within coastal waters, or sightseeing air tours from one location back to that location). We consider for the purpose of this clause that a fare paying passenger includes the utilisation of Your 'airpoints', 'flybuys' or similar loyalty programme, or as part of a prize for a promotion or an employee incentive scheme.
- Activity as an aircraft crew member. This includes anyone in control of a device that leaves the ground.

- Riding a moped or motorcycle (whether as driver or passenger) in any of the following circumstances;
  - (a) where the engine capacity is more than 200cc; or
  - (b) without a helmet; or
  - (c) without a valid driver's licence as required in the country You are in.
- 25. Participation in, or training for, the following activities at any time during Your Period of Insurance:
  - (a) Professional Sport;
  - (b) individual or team sport competitions which involve monetary prizes over \$500;
  - (c) Contact Sport;
  - (d) racing, including against time, of any sort (other than solely on foot);
  - (e) motor sports;
  - (f) hunting of any sort;
  - (g) pot-holing or caving;
  - (h) rodeo;
  - (i) micro light flying or kite surfing;
  - (j) mountaineering necessitating the use of ropes;
  - (k) abseiling or outdoor rock climbing;
  - (I) base jumping;
  - (m) parachuting, paragliding, parasailing, hang gliding, bungee jumping, white water rafting, black water rafting, white water kayaking or land yachting, unless participating with an operator licensed in the relevant country:
  - (n) downhill snow skiing or snowboarding which happens off piste, outside of designated commercial ski areas, or in areas which have been closed for any reason, or competitive downhill snow skiing or snowboarding in any area;
  - underwater activities involving the use of an artificial breathing apparatus unless You hold an open water diving certificate or are diving with a qualified instructor;
  - (p) Remote Area touring, except as part of a licensed organised tour; or
  - (q) ocean yachting 12 nautical miles or 22.2km or more away from populated land, or in a Remote Area.
- 26. Manual Work.
- 27. Events where a travel advisory risk rating of 'do not travel' or 'avoid non-essential travel' has been published on the New Zealand Ministry of Foreign Affairs and Trade website (<a href="www.safetravel.govt.nz">www.safetravel.govt.nz</a>) prior to Your Start Date of Journey, except for cover as provided under section 2.1 if the 'do not travel' or 'avoid non-essential travel' travel advisory risk rating was published after Your Start Date of Insurance but prior to Your Start Date of Journey.
- Events related to a governmental or official authority directive, restriction, prohibition, quarantine, or detention, including border closures and seizures by government authorities.
- 29. Riot or civil commotion unless You have already left Your Home Country or New Zealand prior to the riot or civil commotion, and You promptly take steps to avoid related risks.

- 30 You travelling to a country engaged in war, invasion or civil war, whether declared or not.
- 31. Acts of foreseeable violence or involving military operations.
- Acts of Terrorism (except for cover as provided under section 1.1, sub limit (d), 'Terrorism').
- 33. Nuclear weapons materials or ionising radiation or contamination of radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall mean any selfsustaining process of nuclear fusion or fission.
- 34. Intentionally or recklessly placing Yourself in circumstances, or undertaking activities, which pose a risk to Your personal safety (except in an attempt to save a human life) or the safety of Your baggage or personal items.
- 35. Your disinclination to remain in New Zealand, or the disinclination for You to remain in New Zealand on the part of any person upon whom Your travel depends.
- 36. Your refusal to return to Your Home Country after the date when You may, in the opinion of Our medical adviser, have safely been evacuated to Your Home Country at Our cost.
- 37. Any claim where Our directions or instructions or those of Southern Cross Emergency Assistance have not been followed.
- 38. Scams or fraud perpetrated against You that could have been reasonably anticipated or avoided.

# Section 1 Medical & Evacuation

Minor medical accounts must be paid by You, then claimed from Us.

#### 1.1 Medical & Evacuation

If, as a result of an Unexpected Event, You require medical treatment during Your Journey, We will reimburse You for Actual and Reasonable Medical Expenses incurred, or We will confirm payment for a qualifying hospital claim. You, or someone acting on Your behalf, must contact Southern Cross Emergency Assistance if You require hospitalisation or surgical treatment during Your Journey.

If, during Your Journey, You suffer a Chronic Injury or Illness, We will reimburse You for:

- (a) Actual and Reasonable Medical Expenses incurred in New Zealand during the 12 month period from the date We confirm in writing that You have a Chronic Injury or Illness; and
- (b) costs to evacuate You to Your Home Country at the end of the 12 month period.

Cover for Your Chronic Injury or Illness will cease at the end of the 12 month period, or on Your final return to Your Home Country, whichever occurs first.

If Your Policy expires before the end of the 12 month period, Your Period of Insurance will be extended at no charge until the end of the 12 month period or Your final return to Your Home Country, whichever occurs first.

#### Sub Limits Applying to Section 1.1

- (a) 'Optical Treatment': if Your vision changes during Your Journey requiring prescription glasses or a change in Your prescription, We will pay Your Actual and Reasonable costs for the following:
  - Optometrist consultations: \$50 maximum per visit, up to \$250 maximum per person, per year; and
  - 2. Lenses: \$100 maximum per person, per year.

Proof that Your vision has changed must be provided with Your claim.

- (b) 'Ancillary Services': the maximum amount We will pay for Ancillary Services is \$200 per person, per year. A written referral from a registered medical practitioner must be provided with Your claim.
- (c) 'Mental Health': if You suffer a mental health condition, depression, stress or anxiety, the maximum amount We will pay is \$20,000 per person, per year.
- (d) 'Terrorism': the maximum amount We will pay for claims under section 1.1 that are directly or indirectly related to Terrorism is \$100,000 per Policy.

#### 1.2 Emergency Dental Treatment

If, as a result of an Unexpected Event, You require emergency dental treatment during Your Journey for:

- (a) relief from sudden and acute pain by the application of antibiotics, temporary dressings or extraction only; or
- (b) Injury to Your teeth (providing this is in conjunction with sudden and acute pain);

We will reimburse You for Actual and Reasonable emergency dental expenses incurred.

The maximum amount We will pay is \$500 per person, per year.

#### 1.3 Cash Allowance While in Hospital

If both of the following apply:

- (a) We have confirmed cover for a hospitalisation claim during Your Journey; and
- (b) You are required to remain in hospital in a country other than Your Home Country for more than 72 hours continuously;

We will pay You \$100 for each complete 24 hour period, up to a maximum of 5,000 per person, per year.

#### 1.4 Extra Travel & Accommodation

If both of the following apply:

- (a) We have confirmed cover for Your Medical Expenses; and
- (b) Our medical advisers confirm that You are not fit to travel;

We will reimburse You for Actual and Reasonable additional costs necessarily incurred for related travel, communication, accommodation and meals for Yourself and any other person named on Your Certificate of Insurance accompanying You, until You are fit to travel.

The maximum amount We will pay is \$5,000 per Unexpected Event.

#### 1.5 Accompanying Person

If all of the following apply:

- (a) You are travelling alone; and
- (b) We have confirmed cover for Your Medical Expenses; and
- (c) You are hospitalised for more than 10 days in a country other than Your Home Country;

We will pay the following costs for up to two people nominated by You:

- (d) a scheduled return economy flight to travel from Your Home Country or New Zealand to the place where You are receiving medical treatment; and
- (e) Actual and Reasonable accommodation and meal expenses.

The maximum amount We will pay is \$15,000 per Policy.

#### 1.6 Funeral Expenses/Return of Mortal Remains

In the event of Your death during Your Journey, We will pay for the Actual and Reasonable costs:

- (a) to cremate or embalm Your body; and
- (b) for funeral expenses incurred in the area where the death occurred or to return Your remains to Your Home Country; and
- (c) a scheduled return economy flight for an Immediate Family member to assist with (b) above.

Your estate must contact Southern Cross Emergency Assistance.

The maximum amount We will pay is \$25,000 per deceased person

#### Conditions Applying to Section 1.6

- We do not require evidence that Your death was caused by an Unexpected Event, however sufficient evidence of Your death will need to be provided to Our reasonable satisfaction.
- 2. The 'General Exclusions of this Policy Applying to All Sections' (page 20) do not apply to claims made under section 1.6 only.

#### 1.7 Search & Rescue

If, as a result of an Unexpected Event, You become legally liable for costs incurred in mounting a search and rescue operation to locate You, We will reimburse You (or directly pay the provider) for Actual and Reasonable costs up to a maximum of \$10,000 per person, per year.

#### Conditions Applying to Section 1.7

- (a) For a search and rescue operation occurring in New Zealand the invoice must be raised by a member of New Zealand Land Search and Rescue Incorporated, the New Zealand Coastguard, the New Zealand Police or the New Zealand Defence Forces.
- (b) For a search and rescue operation occurring outside of New Zealand the invoice must be raised by the Police, the Coastguard or a member of a legally recognised Government Defence Force.

#### Losses We Do Not Cover Under Section 1

- (a) Private hospital or medical treatment where public funded services or care is available.
- (b) Hospitalisation or surgical treatment undertaken without obtaining prior authorisation from Southern Cross Emergency Assistance. If it is not possible for You or someone on Your behalf to contact Southern Cross Emergency Assistance, then You or someone on Your behalf must contact Southern Cross Emergency Assistance within 48 hours of hospitalisation.
- (c) Specialist treatment without a written referral from a registered medical practitioner.
- (d) Check-ups, self-prescribed medicine, treatment for infertility, maintenance examinations for preventative medicine, preventative treatment (including contraception and vaccines), and convalescence for treatment of a condition not detrimental to Your health.
- (e) Normal dental wear and tear, normal maintenance of dental health, tooth decay/dental caries, any treatment resulting from a lack of regular dental maintenance and/or hygiene, or (except to the extent that is necessary to treat any Injury claimed under section 1.2 (b)) dental bridges, dental restoration work, caps, crowns, precious metal costs, pins, fittings, fillings, root canals or oral surgery.
- (f) Immigration health screening.
- (g) Treatment required due to an accident, unless written evidence from the Accident Compensation Corporation (ACC) is provided to Us, proving it has declined to pay some or all of the cost.
- (h) First time purchase of medical equipment (including wheelchairs, crutches and nebulisers).
- Medical Expenses incurred directly or indirectly due to the error or negligence of a medical provider.

# Section 2 Changes to Your Journey

#### 2.1 Cancellation, Alteration & Curtailment

If, as a result of an Unexpected Event, You have to cancel, alter or curtail Your Journey, We will reimburse You the lower of either:

- (a) the total value of Your Actual and Reasonable additional costs; or
- (b) the total value of Your unused, prepaid costs.

#### 2.2 Travel Interruption

If, as a result of an Unexpected Event, Your travel is interrupted for more than 12 hours or You miss Your Scheduled Transport connection, We will reimburse You for each equivalent expense type (including Your Scheduled Transport, accommodation, tours, meals and communication expenses), the Actual and Reasonable value of either:

- (a) Your additional costs; or
- (b) Your unused, prepaid costs.

The maximum amount We will pay is \$250 for each full 12 hour interruption up to a maximum of \$2.000 per Unexpected Event.

#### 2.3 Non-Recoverable Student Fees

If, due to an Unexpected Event, You are unable to continue Your studies in New Zealand, We will pay You for the value of Your unused prepaid Student Fees.

#### Conditions Applying to Section 2

- The Unexpected Event must directly relate to You, or an Immediate Family member located in Your Home Country.
- Where the Unexpected Event directly relates to an Immediate Family member located in Your Home Country, the Unexpected Event must result in that Immediate Family member's:
  - (a) death; or
  - (b) admission to a public or private hospital, or a hospital wing of a rest home, for inpatient care relating to non-elective treatment; or
  - (c) admission to end stage palliative care; or
  - (d) diagnosis of a terminal Illness or condition, or a condition requiring radiotherapy or chemotherapy.
- Any reimbursement will be less any refunds or credits You are eligible to receive. You must provide proof of such refunds, or prove that Your costs are non-refundable.

#### Sub Limits Applying to Section 2

Where the Unexpected Event relating to an Immediate Family member results in either condition 2 (a), (b), (c) or (d) above, and is directly or indirectly related to an Existing Condition of an Immediate Family Member, the maximum amount We will pay is \$2,500 per person, up to a maximum of \$5,000 per Policy.

#### Losses We Do Not Cover Under Section 2

- (a) Your disinclination to travel, Your personal wishes or the disinclination to travel on the part of any other person upon whom Your travel depends.
- (b) Cancellations or changes to Your travel arrangements at the request or requirement of an employer or academic provider.
- (c) Your financial circumstances, work or academic related commitments, or currency rate fluctuations.
- (d) Your failure to check-in or board at the correct prescribed time for Scheduled Transport services, or to pre-arrange and confirm that visas, passports, transport tickets, or any other bookings, were valid and correct, and carried with You.
- (e) Delays and rescheduling caused by transport providers, or for which a transport provider is responsible, where the costs are recoverable from the transport provider or any other source.
- (f) The error, default or Financial Collapse of any service provider.
- (g) A pandemic illness, or the threat or perceived threat of any such pandemic illness. Pandemic illness means an illness which has been declared, announced or notified as a pandemic by the U.S. Center for Disease Control and Prevention, the World Health Organisation or the Government of New Zealand.
- (h) You not having a confirmed seat, booking or reservation, including travelling on standby tickets, or not complying with Your obligations to make any return Journey within the required time period stipulated in any form of open travel arrangements.
- Payments for ceremonies or receptions, including wedding festivities and cultural events.

# Section 3 Personal Accident

#### 3.1 Death During Journey

If, while on Your Journey, You suffer an Injury which directly results in Your death, We will pay to Your estate the section limit specified in the Schedule of Benefits.

Your estate must provide medical reports and/or certificates to conclusively prove that death arose directly as a consequence of an Injury during Your Journey. We are entitled to arrange a post mortem examination at Our cost.

#### 3.2 Total Permanent Disablement

If, during Your Journey, You suffer an Injury which directly results in You being permanently and irreversibly disabled to the extent that You cannot undertake or continue Your studies, We will pay You the section limit specified in the Schedule of Benefits. You must provide medical reports to conclusively prove that disablement arose directly as a consequence of an Injury during Your Journey.

#### Losses We Do Not Cover Under Section 3

- (a) Death if it occurs after the 90th day from the date on which the Injury first occurred.
- (b) Death if You are aged 9 years or under, or 81 years or over, at Your Start Date of Insurance.
- (c) Any type of Illness or disease, even if contracted directly or indirectly as a consequence of an Injury.
- (d) Total permanent disablement (as described in section 3.2 above) if You are aged 81 years or over at Your Start Date of Insurance.

# Section 4 Personal Liability

#### 4.1 Negligence

If, as a result of an Unexpected Event, You become legally liable for damages, compensation, or legal expenses as a result of Your negligence during Your Journey, causing:

- (a) bodily Injury (including death) of another person; or
- (b) loss of, or damage to, property;

We will reimburse You for Your Actual and Reasonable costs up to the section limit specified in the Schedule of Benefits.

#### 4.2 False Arrest & Wrongful Detention

If, as a result of an Unexpected Event, You incur Actual and Reasonable legal costs as a result of the false arrest or wrongful detention of You, by any legally recognised Government authorities, We will pay up to a maximum of \$10,000 per person, per year.

#### Conditions Applying to Section 4

- You must not admit fault or liability to any other person without Our prior written consent.
- For Unexpected Events occurring in New Zealand resulting in a claim of \$5,000 or more, legal liability must be established in a New Zealand court.
- 3. For Unexpected Events occurring in New Zealand resulting in a claim of less than \$5,000, liability must be established by an independent third party assessor satisfactory to Us, at Our sole discretion.
- For all Unexpected Events occurring outside of New Zealand, legal liability must be established in a court of the country in which the Unexpected Event occurred.

#### Losses We Do Not Cover Under Section 4

- (a) Ownership, possession or use of motor vehicles, aircraft or watercraft.
- (b) Ownership or occupation of land or buildings other than as a temporary residence.
- (c) The use of firearms.
- (d) Any work, occupation, business or profession.
- (e) Employer liability or contractual liability to any member of Your Immediate Family.
- (f) Legal costs resulting from any criminal proceedings.
- (g) Wilful, malicious or unlawful acts by You or any member of Your Immediate Family.
- (h) Bodily Injury to any member of Your Immediate Family ordinarily residing with You
- (i) Animals belonging to You or in the care, custody or control of You or any member of Your Immediate Family.
- (j) Any damages, compensation and legal expenses for which You become liable due to the use of a Rental Vehicle, causing bodily Injury (including death) of another person, or loss or damage to property other than Your Rental Vehicle.
- (k) Your travelling companion's personal items, cash, bank cards or travel documents.

# Section 5 Rental Vehicle Excess

If, as a result of an Unexpected Event, the Rental Vehicle which You hired is stolen or damaged during Your Journey, We will reimburse You for any excess payable to the Rental Vehicle company that is not refundable.

#### Cover does not apply:

- (a) If You are in breach of any local driving laws or rules.
- (b) If You have not hired from a licensed Rental Vehicle agency.
- (c) If You have breached the terms of the Rental Vehicle agreement.

#### Losses We Do Not Cover Under Section 5

- (a) Loss or damage that occurs while driving the Rental Vehicle other than on a formed or paved roadway or car park; or
- (b) Loss or damage that occurs while the Rental Vehicle is driven by a person not covered on this Policy, or if You are not a named driver on the Rental Vehicle agreement; or
- (c) Any damages, compensation and legal expenses for which You become liable due to the use of a Rental Vehicle, causing bodily Injury (including death) of another person, or loss or damage to property other than Your Rental Vehicle.

# Section 6 Cash & Travel Documents

#### 6.1 Cash

If, as a result of an Unexpected Event, Your cash is lost or stolen during Your Journey, We will reimburse You the value of this lost or stolen cash.

#### 6.2 Bank Cards & Travel Documents

If, as a result of an Unexpected Event, Your essential bank cards, travel documents or passports which You are carrying with You during Your Journey are lost, stolen or damaged, We will reimburse You for Actual and Reasonable costs required for their replacement.

#### Excess Applying to Section 6

All claims under section 6 are subject to a \$100 Excess deduction per Unexpected Event.

#### Conditions Applying to Section 6

Please refer to 'Conditions Applying to Sections 6 & 7' (page 33).

#### Losses We Do Not Cover Under Section 6

Please refer to 'Losses We Do Not Cover Under Sections 6 & 7' (page 33).

# Section 7 Baggage & Personal Items

#### 7.1 Lost, Stolen & Damaged Items

If, as a result of an Unexpected Event, Your personal items are lost, stolen or damaged during Your Journey, We will pay You:

- (a) For unspecified items: the original purchase price less an allowance for depreciation, which is based on the age of the item and applied at a reasonable rate determined by Us. Any payment will not exceed the lower of the original purchase price of the item or the 'Sub Limits Applying to Section 7.1'
- (b) For specified items: the current value of the item. Any payment will not exceed the 'Sub limits applying to section 7.1'. We reserve the right to conduct an independent valuation of the specified item at Our cost. Any claim payment may reflect this independent valuation.

We are entitled to choose between repairing the item, issuing a store credit at a supplier of Our choice, or paying You by direct credit to a nominated New Zealand bank account.

Cover for specified items is only available where:

- 1. You have paid an additional premium to specify an item(s); and
- 2. We have confirmed cover in writing for Your specified item(s).

#### Sub Limits Applying to Section 7.1

- (a) Unspecified laptops, personal computers, tablets and cameras (in each case inclusive of accessories as a set of equipment items): \$2,500 maximum limit per item.
- (b) Unspecified electronic items: \$5,000 maximum per Unexpected Event for all unspecified electronic items.
- (c) Unspecified jewellery (or pair or set of jewellery items) and watches: \$5,000 maximum limit in total for all items per Unexpected Event.
- (d) Other unspecified items (or pair or set of items): \$1,500 maximum limit per item.
- (e) Specified items (or a pair or set of specified items): \$5,000 maximum limit per specified item, with a \$15,000 maximum limit per Policy for all specified items.

#### 7.2 Baggage Delay

If, as a result of an Unexpected Event, You are deprived of Your baggage by Your Scheduled Transport provider for 12 hours or more from the time of arrival at a destination other than Your Home Country, We will reimburse You for the Actual and Reasonable cost of purchasing essential items of clothing and personal effects, if You provide the following with Your claim:

- (a) original receipts for expenses incurred (this is not a cash benefit); and
- (b) a delayed baggage report.

The maximum amount We will pay is \$500 per Unexpected Event. This benefit does not apply if You are deprived of Your baggage by Your Scheduled Transport provider on a domestic travel arrangement within New Zealand unless it is directly related to an international travel itinerary outside New Zealand, or on return to Your Home Country.

#### Excess Applying to Section 7

All claims under this section are subject to a \$200 Excess deduction per Unexpected Event. Claims for laptops, personal computers or tablet computers (including related accessories) are subject to a \$500 Excess deduction per item claimed.

#### Conditions Applying to Sections 6 & 7

- You must at all times exercise reasonable care for the safety and security of Your personal items, cash, bank cards, travel documents and passports, and not leave them Unattended. The degree of care that needs to be taken must be proportionate to the value of Your items.
- 2. You must take all reasonable actions within Your power to recover Your personal items.
- 3. Loss, theft or damage of personal items, cash, bank cards, travel documents or passports while in the custody of any service provider, including Scheduled Transport providers, schools, hotels, travel or tour operators, must be immediately reported to them. A claim must be lodged with them and a report obtained and provided to Us, otherwise Your claim may not be paid. The loss, theft or damage of bank cards, travel documents or passports must be reported as soon as possible to the issuing authority, and the appropriate cancellation measures taken by You immediately.
- You must provide both proof of ownership and value for Your lost, stolen
  or damaged personal items and cash to Our reasonable satisfaction.
   For specified items, We require the following with Your claim:
  - (a) an original receipt dated within 12 months prior to the date You specified the item, as proof of ownership and value; or
  - (b) an original receipt as proof of ownership and a current valuation dated within 12 months prior to the date You specified the item as proof of value.
- A repair report must be provided with any claim for damaged personal items, and the item itself must be retained where possible for potential inspection by Us at Our request.

#### Losses We Do Not Cover Under Sections 6 & 7

- (a) The loss, theft or damage of personal items, cash, bank cards or travel documents:
  - 1. left Unattended in a Public Place; or
  - 2. left Unattended in a vehicle (including taxis); or
  - 3. from unlocked premises or an unlocked vehicle;
- (b) The loss, theft or damage of jewellery, cash, bank cards or travel documents:
  - 1. not carried on Your person when using transport providers; or
  - left in Your accommodation where a safe has been provided and You fail to use it: or
- (c) Unaccompanied baggage, other items, cash, bank cards or travel documents sent by postal or courier service;
- (d) Sporting equipment or bicycles damaged while in use;
- (e) Bicycles unless locked with a secure bike chain;
- (f) Software or programmed data, or the electrical or mechanical breakdown of any personal item;

- (g) Household effects, breakage of glass, fragile or brittle items (except for photographic or video equipment, binoculars or spectacles), depreciation, moth, vermin, any process of cleaning, dyeing, repairing, restoring, wear and tear, leakage, gradual deterioration, atmospheric or climatic conditions, action of light or manufacturing defects;
- (h) Bonds, coupons, stamps, negotiable instruments, bullion, precious metals, deeds, manuscripts or securities of any kind, or any transactions involving these;
- (i) Devaluation of currency or shortages due to error or omission during monetary transactions;
- (j) Fraudulent use of credit cards, bank cards or mobile phones;
- (k) Any goods which are intended for sale or trade or as trade samples;
- (I) Motor vehicles, motor cycles, scooters, trailers, caravans, watercraft, aircraft (or other aerial devices) or the parts of any of these.
- (m) Laptops, personal computers, tablets, phones and cameras packed in checked luggage when using transport providers;
- (n) Warranties, postage or insurance premiums paid on personal items;
- (o) Personal items, cash, bank cards or travel documents that are owned by a person not named on Your Certificate of Insurance;
- (p) All eyewear (including sunglasses, prescription sunglasses, contact lenses and prescription glasses) and related eyewear accessories;
- (q) Watches unless worn on Your wrist or safely locked in Your place of residence.



#### How you can reach us

If You have any questions about Your Policy, please email info@scti.co.nz or call 0800 784 691 (English line), 0800 728 721 (Chinese line) or +64 9 979 6597, if calling from overseas.

