

# Jetstar essentials plus travel insurance

# **Policy Wording**

This document contains your Insurance Policy Terms, Provisos, Exclusions and Conditions. It is important that you read and understand it and retain it in a safe place.





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## **Important Contact Details**

#### **AIG Enquiries**

Phone: 0800 655 722

8.30am - 5pm (Monday - Friday)

Email: jetstarinsurancenz@aig.com

### **Claims Enquiries**

Phone: 0800 JETCLAIM (538 252 46)

9am - 5pm (Monday - Friday)

Email: nztravelclaims@aig.com

#### **Emergency Assistance**

In the event of an emergency, a reverse charge call to **Travel Guard®** at anytime from anywhere in the world will

put you in touch.

Phone: +64 9 359 1645

## **Important Information**

#### **Policy Type**

Depending on your **Jetstar** fare selection, **your** cover can be in relation to either a **return trip** or a **one way trip**.

This Policy provides cover for a single **trip** only and the period of cover is:

- In the case of a return trip between the dates you have selected and which are shown on your Certificate of Insurance; and
- In the case of a one way trip between the travel commencement date shown on your Certificate of Insurance and terminating on either 15 days from the travel commencement date shown on the Certificate of Insurance or on the date you depart the sovereign territory of your Jetstar ticketed destination, whichever is sooner.

#### **Schedule of Benefits**

This is a summary of cover only and the Policy is subject to terms, conditions, limits and exclusions. Values shown below are maximum amounts payable per **insured person** (In New Zealand Dollars).

Please note, not all Policy benefits and benefit amounts are shown below. In some cases sub-limits apply or the benefits may not be available to **you**. Please refer to the applicable Policy Wording.

Summary of Benefits	Maximum Sum Insured per insured person (unless otherwise specified in the table below)	Excess per event per insured person
Cancellation Fee, Loss of Deposits (Refer to Section I on page 22 for full coverage details)	\$10,000	\$250
Overseas Medical and Hospital Expenses (Refer to Section 2 on page 24 for full coverage details)	\$2,500,000	\$250
Emergency overseas dental for relief of sudden and acute pain (Refer to Section 2.2 on page 24 for full coverage details)	\$500	\$100
Emergency Expenses  1. Accommodation, Meals & Travelling Expenses  2. Early Return Home  3. Alternative Transport Expenses  4. Hijack and Kidnap  5. Home Help in New Zealand (Refer to Section 3 on pages 26-28 for full coverage details)	\$1,000 \$1,000 \$1,000 \$5,000 \$1,500	\$250 \$250 \$250 \$250 \$250 \$250
Luggage (Refer to Section 4 on pages 29-30 for full coverage details)	\$3,000	\$250 Nil for Section 4.2
Legal Liability (Refer to Section 6 on page 31 for full coverage details)	\$2,000,000 for all claims under Section 5	\$250

# **Geographical Limit**

Depending on whether **your Jetstar** fare selection is a **return trip** or a **one way trip** and subject to General Exclusion 24 regarding Destination Exclusions, this Policy provides cover in relation to either:

- (i) a **return trip** from New Zealand to and from all destinations other than the Americas, Antarctica; or
- (ii) a **one way trip** to **your Jetstar** ticketed destination.

# **Policy Extension**

The Policy can be extended as many times as **you** need up to a total 12 months from the date of departure for the **trip**.

# **Cooling Off Period**

**You** may return the Policy to **us** within 14 days of purchasing, provided that no claim has arisen and **your** travel has not commenced. AIG will then cancel the Policy and give **you** a full refund of premium.



**Policy Wording** 

## **Important Policy Matters**

#### Agreement

This Policy is valid only when a current Certificate of Insurance is issued. Provided the required premium has been paid, **we** will cover **you** for the event(s) specified in Sections 1,2,3,4 and 5, occurring during **your trip** subject to the terms, conditions and exclusions contained in this Policy.

#### Eligibility

To be eligible for cover under this Policy **you** must be:

- either a New Zealand citizen or New Zealand permanent resident, and
- aged under 70 years at the date of departure of your trip; and
- intending to return to New Zealand on completion of the travel, unless otherwise agreed in writing by us.

If **you** are 70 years and over, please refer to **our** alternative travel insurance at **www.ietstar.com/nz/en/travelinsurance** 

## **24 Hour Overseas Emergency Assistance**

The overseas assistance service in this Section is provided by **Travel Guard®** in conjunction with **your** Policy.

- In the event of an emergency whilst you are outside New Zealand, Travel Guard® is only a telephone call away anywhere in the world - 24 hours a day.
- Travel Guard® is a worldwide team of highly skilled doctors and medical professionals who are available by telephone - 24 hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside New Zealand.
- Travel Guard® provides the following services in conjunction with the terms and conditions of your Policy:
  - Access to a registered medical practitioner for emergency assistance and advice.
  - Emergency transportation to the nearest suitable hospital.
  - Emergency evacuation back home if necessary.
  - The family back home will be advised of your medical condition and be kept informed of the situation
  - Payment guarantees to hospitals and insurance verification.

- Second opinions on surgery.
- Hospital case management.
- Leaal referral service.
- Urgent message service and emergency travel planning.
- Assistance in replacing travel documents, passports and credit cards.

In the event of an emergency overseas, simply call (reverse charge) **Travel Guard®** any time from any place in the world:

#### NEW ZEALAND +64 (9) 359 1645

The number underlined is the country code and the number in brackets is the area code.

#### **Excess**

If **you** make a claim **you** may be required to pay an **excess**.

Excess payable: \$250 per event per insured person.

**Note:** Excess applicable to Sections 1, 2, 3, 4

(except 4.2) and 5 only.

# **Your Duty of Disclosure**

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

Your duty does not extend to matters;

- that diminish the risk to be undertaken by us.
- that are of common knowledge.
- that we know or in the ordinary course of our business ought to know.
- where compliance of your duty is waived by us.

If **you** fail to comply with this duty of disclosure, **we** may be entitled to reduce **our** liability under this Policy in respect of a claim, or may cancel this Policy.

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

## **Privacy Statement**

This Policy is issued/insured by AIG Insurance New Zealand Limited.

AIG collects information necessary to underwrite and administer **your** Policy, to maintain and improve customer service, and to advise **you** of **our** products. In the course of administering **your** Policy, AIG may exchange or disclose **your** personal information and that of any other person insured by this Policy to:

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

#### Your Access to Personal Information

**You** may gain access to or request correction of **your** personal information and that of any other person insured by this Policy by writing to:

The Privacy Manager

AIG

PO Box 1745

Shortland Street

Auckland 1140

New 7ealand

Email: privacy.officernz@aig.com

While access to this personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some limited circumstances.

# **Dispute Resolution Process**

**We** are committed to handling any complaints about **our** products or services efficiently and fairly. If **you** have a complaint about **our** products or services **you** can contact **us** and request that **your** matter be reviewed by management by writing to:

The Complaints Manager AIG Insurance New Zealand Limited PO Box 1745 Shortland Street Auckland 1140 New Zealand **We** are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs.

Your complaint will be referred to FSCL if we have reached a "deadlock" in trying to resolve it. FSCL's contact details are info@fscl.org.nz or telephone 0800 347 257. Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to you to use the services of FSCL.

#### The Fair Insurance Code

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

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

**You** can obtain a copy of the code from **www.icnz.org.nz** or by contacting **us**.

#### **Definitions**

Wherever the following words or phrases appear in bold in this Policy they will always have the meanings shown under them.

Additional accommodation, meals and travelling expenses means only those reasonable expenses over and above what you expected to pay for accommodation, meal and travelling expenses, including emergency personal telephone calls, had the trip gone ahead as planned.

Competition sports means any involvement, including training, in an organised sport event or contest of a physically demanding, acrobatic and/or combative nature. These include but are not limited to cycling, triathlons, biathlons, ultra marathons, equestrian, sailing and other water sports, football, rugby, hockey, gymnastics, pole jumping, fencing, weight lifting, archery, shooting, martial arts, boxing and all winter sports. It does not mean sports, including those that are referenced above, which are organised sanctioned competitions for primary or secondary school age students.

**Electronic equipment** means personal computers, laptops, mobile phones, portable media players, MP3 players, PDA's, GPS, digital cameras, video cameras or any other device that involves the controlled conduction of electrons.

**Excess** means the amount which the Policy provides that **you** have to pay in the event of the claim.

**Expedition** means any journey to high risk, inaccessible and/or inhospitable locations including but not limited to privately organised kayaking trips around the coast of a country/region/territory or trips to generally inaccessible interiors of a country/region/territory or areas previously unexplored or unchartered, or trips undertaken for scientific, research or political purposes to such locations or trips to Antarctica or similar remote and inhospitable locations. It does not mean trekking and travel, outside of these previously given examples, provided by a recognised tour operator that are accessible to the general public without restrictions (other than general health or fitness warnings), but always providing that you are acting under the guidance and supervision of qualified auides and/or instructors of the tour operator.

**Extreme sports and sporting activities** means any sport or sporting activities that present a high level of inherent danger (i.e. involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to big wave surfing; winter activities like luging, bobsleighing, ski or snow board jumping or stunts; bicycle, motor, air or sea craft speed trials or stunts; canoeing down rapids; cliff jumping; horse iumpina; horse polo; and stunts. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognised local tour operator/activity provider but always providing that **you** are acting under the guidance and supervision of qualified guides and/or instructors of the tour operator/ activity provider when carrying out such tourist activities.

Financial default means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

**Infant** means a child under the age of 2 years and sharing a single airline seat with an adult passenger.

**Injury** means a physical injury, caused by violent, external and visible means, which occurs fortuitously whilst this insurance is in force and which results, solely, directly and independently of any pre-existing condition or other cause, in any of the events specified in the Policy within 12 calendar months of the date of its occurrence.

**Insured person** means a person specified in the Certificate of Insurance.

**Jetstar** means **Jetstar** Airways Pty Ltd ABN 33 069 720 243.

**Luggage** means personal items, including sporting equipment, dentures and or dental prostheses designed to be worn or carried by **you** which **you** take with **you** or buy during **your trip**.

Motor cycle means a motorised cycle.

**Mountaineering** means the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Policyholder** means the person identified in the application for insurance and specified in the Certificate of Insurance as the Policy holder

#### **Pre-existing medical condition** means

- (a) any illness, disease or other condition, including symptoms thereof suffered by you, your relative, business associates, or travelling companion, which in the I year period before you applied for insurance:
  - (i) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
  - (ii) required taking prescribed drugs or medicine, or tests or further investigation had been recommended by a legally qualified medical practitioner; or
  - (iii) was treated by a legally qualified medical practitioner or treatment had been recommended by a legally qualified medical practitioner.
- (b) any congenital, hereditary, chronic or ongoing condition of yours, your relative, business associates, or travelling companion which you or they are aware of, or could reasonably be expected to be aware of, before you applied for insurance.

The medical conditions which follow are not **pre-existing medical conditions** provided there are no planned medical procedures, and there have been no complications or exacerbations of these conditions within the last six (6) months. In all other circumstances, **pre-existing medical condition** will not be covered under this Policy.

Acne	Hayfever
Allergies	Haemorrhoids
Asthma (nil attacks requiring hospitalisation or medical treatment within the last 12 months)	Hiatus Hernia
Broken/Fractured Bones (providing these are completely healed with no ongoing treatment or residual problem)	Hip/Knee Replacements (performed more than 12 months ago and no ongoing treatment or residual problem)
Cataracts	Hypothyroidism
Coeliac Disease	Insomnia
Eczema	Menopause/HRT
Essential Tremor	Restless Leg Syndrome
Gastric Reflux	Tinnitus
Glaucoma	Varicose veins

**Public place** means but is not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.

**Relative** means **your** spouse, parent, parent-in-law, grandparent, step-parent, sister, sister-in-law, brother, brother-in-law, daughter, step-daughter, daughter-in-law, son, step-son, son-in-law, grandchild, guardian, fiancé, fiancée, half-brother, half-sister, niece or nephew.

**Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, **injury**, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **terrorist acts**. **Terrorist act** shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.

Travel Guard® means our assistance provider.

**Travelling companion** means the person who is to travel with **you** for at least 50% of the **trip** and who made arrangements to accompany **you** before **you** began the **trip**.

**Trekking** means an overnight hike, tramp, trek or similar activity through mountainous terrain, national parks or reserve lands normally undertaken on foot but can be by

other means including but not limited to on animal or offroad vehicle, and which involves an overnight stay in the wilderness including campsites, huts or lodges. For purpose of clarity it does not mean **mountaineering**.

**Trip** means the travel **you** are undertaking and which is either a **return trip** or a **one way trip**:

**Return Trip** means where **you** have selected fares which are return **Jetstar** travel tickets departing from and returning to New Zealand under such travel tickets.

One Way Trip means where you have selected a one way Jetstar travel ticket departing from New Zealand and terminating at the destination specified on such travel ticket

**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.

**Valuables** means sunglasses, antiques, works of art, iewellery, watches.

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

**We/Our/Us/Insurer** means AIG Insurance New Zealand Limited.

You, Your, Yourself means each of the insured persons as shown on the Certificate of Insurance and any accompanying infant.

#### **General Exclusions**

**We** will not pay a claim under any Section of this Policy if such claim is in connection with:

- nuclear explosion including all effects thereof; or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof.
- riot or civil commotion unless you have already left New Zealand or you have paid for your travel and accommodation and your Policy was in force prior to the riot or civil commotion.

- 3. You participating in:
  - (a) extreme sports and sporting activities;
  - (b) competition sports;
  - (c) any professional sports or any sport in which you would or could earn or receive remuneration, donation, sponsorship or financial rewards of any kind;
  - (d) racing other than on foot (i.e. human);
  - (e) expeditions;
  - (f) hunting trips and safaris that are not provided by a licensed commercial operator;
  - (g) off-piste skiing/snowboarding;
  - (h) white water rafting grade 4 or above;
  - (i) sailing outside of territorial waters;
  - (j) scuba diving unless you hold a PADI certification (or similar recognised qualification) or you are diving with a qualified instructor. In these situations the maximum depth that we will cover is as specified under your PADI certification (or similar recognised qualification) but no deeper than thirty (30) meters and you must not be diving alone; or
  - (k) motor cycling unless:
    - the motor cycle is 125cc or less and you or the person in control of the motor cycle hold a valid motor cycle licence for the country/ region/territory the motor cycle is being operated in; or
    - (ii) the motor cycle is 126cc or greater and you or the person in control of the motor cycle, holds
      - a current and valid licence for the motor cycle being used in New Zealand, and
      - a valid motor cycle licence for the country/ region/territory the motor cycle is being operated in; and

at all times local road rules are being adhered to and a **motor cycle** helmet and appropriate safety gear is being worn.

- 4. You participating in:
  - (a) mountaineering;
  - (b) outdoor rock climbing or abseiling; or
  - (c) undertaking (non-air) travel above 5,500 metres or **trekking** above 3,000 meters.

Exclusions 4(b) and 4(c) above shall not apply to organised harnessed outdoor rock climbing, harnessed abselling and **trekking** that are:

 (i) available to the general public without restriction, other than general health and fitness warnings; and

- (ii) provided by a recognised commercial local tour operator or activity provider; and
- (iii) provided under the guidance and supervision of qualified guides and/or instructors of the tour operator or activity provider and always subject to you following their advice and/or instruction: and
- (iv) such activity takes place below 5,500 meters.
- piloting or crewing of any aircraft, skydiving/parachuting (except tandem skydiving/parachuting when undertaken with a commercial company), gliding, hang-gliding, para-gliding and any other like airborne activities.
- 5. any pre-existing medical condition(s).
- deliberate exposure to exceptional danger unless in an attempt to preserve life, your own or others.
- your suicide, attempted suicide, intentional self-injury.
- 8. sexually transmitted disease of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Relating Complex (ARC) or Human Immunodeficiency Virus (HIV).
- 9. you having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of any drug other than a drug administered by, or in accordance with the advice of a legally qualified medical practitioner.
- you travelling against medical advice or for the purpose of obtaining medical advice or treatment or if a terminal or malignant prognosis was given before you purchase this insurance.
- losses which are recoverable from any other source or party.
- war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 13. **you** acting illegally or breaking any government prohibition or regulation.
- any consequential loss, including loss of enjoyment, or any financial loss not specifically covered in the Policy.
- 15. the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.

- 16. the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
- a government authority seizing, withholding or destroying anything of yours or any prohibition by or regulation or intervention of any government.
- 18. any interference with your travel plans by a government, government regulation or official authority including but not limited to refusal of a visa or permit to you or to any relative or travelling companion or restriction of access to any locality.
- you not acting in a responsible way to protect yourself and your property or to prevent or reduce your loss.
- 20. something that at the time of taking out this Policy you were aware of or could be expected to be aware of, which could bring about your making a claim under this Policy.
- 21. **you** failing to make precautions to avoid a claim after a warning have been issued in the mass media.
- 22. this Policy will also not cover any loss, injury, damage or legal liability sustained directly or indirectly by any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

#### In addition to the above

- 23. The insurer shall not be deemed to provide cover and the insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer, its parent company or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.
- 24. This Policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.
- 25. This Policy will not cover any claim, loss, injury, damage or legal liability suffered or sustained by residents of Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.

# **Pre-Existing Medical Condition(s)**

This Policy **DOES NOT** provide cover for travellers with **pre-existing medical condition(s)**, except where detailed below.

#### A pre-existing medical condition means:

- (a) any illness, disease or other condition, including symptoms thereof suffered by you, your relative, business associates, or travelling companion, which in the one (1) year period before you applied for insurance:
  - first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
  - (ii) required taking prescribed drugs or medicine, or tests or further investigation had been recommended by a legally qualified medical practitioner; or
  - (iii) was treated by a legally qualified medical practitioner or treatment had been recommended by a legally qualified medical practitioner.
- (b) any congenital, hereditary, chronic or ongoing condition of yours, your relative, business associates, or travelling companion which you or they are aware of, or could reasonably be expected to be aware of, before you applied for insurance.

The medical conditions which follow are not **pre-existing medical conditions**, provided there are no planned medical procedures, and there have been no complications or exacerbations of these conditions within the last six (6) months. In all other circumstances, **pre-existing medical condition** will not be covered under this Policy.

Acne	Hayfever
Allergies	Haemorrhoids
Asthma (nil attacks requiring hospitalisation or medical treatment within the last 12 months)	Hiatus Hernia
Broken/Fractured Bones (providing these are completely healed with no ongoing treatment or residual problem)	Hip/Knee Replacements (performed more than 12 months ago and no ongoing treatment or residual problem)
Cataracts	Hypothyroidism
Coeliac Disease	Insomnia
Eczema	Menopause/HRT
Essential Tremor	Restless Leg Syndrome
Gastric Reflux	Tinnitus
Glaucoma	Varicose veins

Should **you** require cover for any **pre-existing medical condition**, please refer to **our** alternative travel insurance products available at **www.jetstar.com/nz/en/travelinsurance** 

#### **General Conditions**

The following conditions apply to this insurance:

#### 1. Policy Type

Depending on **your Jetstar** fare selection, **your** cover can be in relation to either a **return trip** or a **one way trip**.

This Policy provides cover for a single trip only and the period of cover is:

- (a) In case of a return trip, between the dates you have selected and which are shown on your Certificate of Insurance; and
- (b) In case of a one way trip between the travel commencement date shown on your Certificate of Insurance and terminating on either 15 days from the travel commencement date shown on the Certificate of Insurance or on the date you depart the sovereign territory of your Jetstar ticketed destination, whichever is sooner.

#### 2. Eliaibility

To be eligible for cover under this Policy **you** must be:

- (a) either an New Zealand citizen or New Zealand permanent resident; and
- (b) aged under 70 years at the date of departure for **your trip**; and
- (c) intending to return to New Zealand on completion of the travel, unless otherwise agreed in writing by **us**.

If **you** are 70 years and over, please refer to **our** alternative travel insurance products which are available at **www.jetstar.com/nz/en/travelinsurance** 

#### 3. Other Cover

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

#### 4. Currency

All amounts are denominated in New Zealand dollars. All claims will be paid in New Zealand dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand dollars will be the rate applying at the time the expense is incurred.

#### 5. New Zealand Law

This Policy is governed by the laws of New Zealand and any dispute or action in connection with this Policy shall be conducted and determined in New Zealand.

#### 6. What You are Required to do

You must not deliberately or recklessly:

- (a) cause loss to any property covered by the Policy; or
- (b) cause loss for which **you** could be held legally liable either by doing something **you** should not do or failing to do something **you** should do.

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

#### 7. If You Have a Loss

If **you** suffer a loss that may lead to a Claim under the Policy **you** must:

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

If **we** agree to provide cover, **you** agree to let **us** take over and pursue any legal right of recovery **you** may have and **you** must co-operate with **us** in any recovery action.

If **you** require hospitalisation or emergency transportation services or need to return home early for any reason and want **us** to pay, **you** must contact **Travel Guard®** and obtain approval before

arrangements are made. Failure to do so may affect your claim. You are expected to follow the advice and instruction of Travel Guard® and, where required, our advice and instructions.

#### 8. How to Make a Claim

If you need to make a claim, we will require you to:

- (a) provide us with original invoices, receipts and other vouchers relating to your loss or expenses. It is the responsibility of the insured person to provide proof of ownership of any lost, stolen or damaged items and we are under no obligation to make payment without this proof of ownership.
- (b) produce this Policy and **your** Certificate of Insurance.
- (c) provide **us** with all information **we** require.

For claim forms or any enquiries in relation to entitlement to claim under this Policy, contact AIG for assistance on **0800 JETCLAIM (538 252 46)** or download a claim form from

www.jetstar.com/nz/en/travelinsurance

#### 9. Cancellation

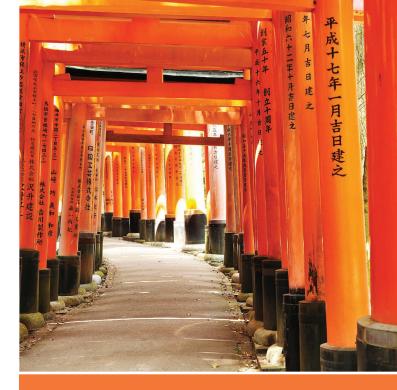
Subject to **your** rights under the Cooling Off Period, **we** will not refund any part of the premium if **you** cancel **your** cover after any part of this Policy has commenced or a claim has arisen.

#### 10. Automatic Extension

If **your** return to **your** home in New Zealand is delayed due to a claimable event under any of the sections under this Policy (other than the Legal Liability section), **we** will automatically extend **your** Policy without an additional premium charge:

- up to thirty (30) consecutive days from the date of expiry of the Policy; or
- forty eight (48) consecutive hours after the date of discharge from hospital if the delay was due to you being hospitalised overseas,

whichever is earlier, unless **we** have approved an extension beyond the forty eight (48) consecutive hours for reasons such as availability of flight or fitness to fly. In all cases, **you** must take the first available flight confirmed by **us**.



# **The Benefits**

#### SECTION 1

## **Cancellation Fee, Loss of Deposits**

A Policy **excess** of \$250 applies to each and every event per **insured person**.

#### We will pay:

- 1.1 the non-refundable unused portion of any amount paid for your prepaid travel tickets and bookings following cancellation, alteration, curtailment, or incompletion of your trip due to an unforeseeable event or any unforeseeable circumstances outside your control;
- 1.2 if incurred, your travel agent's cancellation fees of up to \$1,500 or the loss of the normal remuneration available to the agent had the trip gone ahead as planned, whichever is the lesser;
- 1.3 where an airline ticket was purchased using frequent flyer or similar air points, we will pay you for frequent flyer or similar air points lost following cancellation of your air ticket. The amount payable will be calculated as follows:
  - (a) If the airline will not refund your points, we will refund to you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, or
  - (b) If the airline will only refund a portion of your points, we will refund to you the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of your points refunded back to you.

For benefit 1.3 to become payable:

- the reason for cancellation must be covered under this Section of the Policy;
- (ii) the loss of such points cannot be recovered from any other source; and
- (iii) before you submit a claim under this Section you must first request the airline to refund your points.

# In addition to the General Exclusions applying to each Section of the Policy, no coverage will be provided in connection with:

- 1.4 the non-refundable unused portion of travel or accommodation arrangements where alternative travel or accommodation is paid for by us as part of a claim under this Policy.
- 1.5 you or your travelling companion changing your mind and deciding not to proceed with your original trip.
- 1.6 (a) any business commitment, financial or contractual obligation, including those of any travelling companion or relative; or
  - (b) business or employment, including but not limited to, not being able to take leave from that employment. This exclusion will not apply to you being retrenched from your usual full time employment in New Zealand.
- 1.7 the intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected terrorist act.
- 1.8 any terrorist act.
- 1.9 tours being cancelled because there were not enough people to go. This does not apply in relation to pre-paid travel arrangements purchased separately to get to and/or from your destination.
- 1.10 cancellation, delays or rescheduling caused by strikes by airline staff, airline contractors or suppliers or any other airline entity.
- 1.11 cancellation, delays or rescheduling caused by carriers.
- 1.12 **you** not complying with **your** ticket conditions.
- 1.13 pregnancy or childbirth except for:
  - (i) related complications before the 26th week of pregnancy, or
  - (ii) childbirth before the 26th week of pregnancy which was accelerated by accidental injury.

#### **SECTION 2**

## Overseas Medical, Hospital, Dental and Related Expenses

A Policy **excess** of \$250 applies to each and every event per **insured person**.

#### We will pay:

2.1 Your reasonable medical, surgical and hospital expenses necessarily incurred outside New Zealand, as a result of you suffering an accidental injury or illness which first occurs or becomes apparent during your trip. All medical treatment must be provided by a legally qualified medical practitioner.

# If you are hospitalised you must contact Travel Guard® as soon as possible.

- 2.2 Your reasonable emergency overseas dental costs up to \$500 for the relief of sudden and acute pain, given or prescribed by a legally qualified dental practitioner and necessarily incurred outside New Zealand.
- 2.3 The reasonable cost of repatriating **you** to another country/region/territory or to bring **you** home to New Zealand as a result of **injury** or illness and on the written advice of a legally qualified medical practitioner. If **you** want to move and want **us** to pay for it, **you** must contact **us** first and get **our** agreement. At **our** discretion, **we** will decide on which action to take based on strict medical necessity and as agreed by **our** medical adviser. If **we** bring **you** home to New Zealand, **we** will use **your** return ticket towards **our** costs.
- 2.4 In the event of **your** death, the reasonable cost of returning **your** remains to **your** residence in New Zealand, or the reasonable cost of a funeral or cremation if **your** body is buried or cremated at the place of **your** death. The maximum **we** will pay under this benefit is \$20,000 per **insured person**.
- 2.5 The reasonable extra travel and accommodation expenses (less any refund received for the unused prepaid travel and accommodation arrangements) actually and necessarily incurred on the written advice of a legally qualified medical practitioner and with **our** written agreement, for one person to travel to, remain with, or accompany **you** back to **your** residence in New Zealand, as a result of **you** suffering an accidental **injury**, or illness during **your trip**.

# In addition to the General Exclusions applying to each Section of the Policy, no coverage will be provided in connection with:

- 2.6 medical, surgical, hospital, dental, ambulance, and nursing home expenses and any other related expenses incurred in New Zealand.
- 2.7 medical, surgical, hospital, dental ambulance, and nursing home expenses and any other related expenses incurred more than 12 consecutive months after the accidental **injury**, or illness which is the subject of the claim, first occurred.
- 2.8 expenses incurred for continuing treatment including any medication commenced prior to the date the travel was purchased, and which you have been advised to continue during your trip.
- 2.9 expenses incurred for dental treatment due to normal wear and tear, or the normal maintenance of dental health, or lack thereof.
- 2.10 any claim for which **you** are entitled to receive reimbursement from workers' compensation and other statutory scheme or private health insurance.
- 2.11 pregnancy, or childbirth except for:
  - related complications before the 26th week of pregnancy, or
  - (ii) childbirth before the 26th week of pregnancy which was accelerated by accidental injury.
- 2.11 any expenses incurred from using a hospital for addiction treatment or as a nursing, convalescent or rehabilitation place.
- 2.12 the cost of a return ticket if **you** have not purchased a return air ticket to New Zealand. **We** will deduct from **your** claim the cost of the fare between **your** last intended place of departure and New Zealand, at the same cabin class as **your** initial departure fare.

#### SECTION 3

### **Emergency Expenses**

A Policy **excess** of \$250 applies to each and every event per **insured person**.

# 3.1 Accommodation, Meals and Travelling Expenses We will pay:

Your reasonable additional accommodation, meals and travelling expenses, including emergency personal telephone calls, if your trip is disrupted as a result of:

- your passport or travel documents being lost or stolen.
- natural disaster or severe weather conditions.
- you innocently breaking any quarantine regulation.
- cancellation, delay or diversion of your scheduled public transport services caused by riot, strike, civil commotion.
- serious damage to your home or business premises in New Zealand.
- your treating doctor certifying that you or your travelling companion are unfit to continue with your original itinerary or an amended itinerary.
- an accident involving your means of transport.

The most we will pay for all claims under this Section 3.1 is \$1,000 per insured person.

#### 3.2 Early Return Home

#### We will pay:

Your additional expenses to return to your home in New Zealand if there is an unexpected death or sudden injury or illness involving

- · your travelling companion;
- your relative residing in New Zealand or Australia:
- your travelling companion's relative residing in New Zealand or Australia; or
- your close business associate in New Zealand.

For coverage under 3.2, **you** must contact **us** first and get **our** agreement on the expenses incurred. **You** must also provide **us** with a letter from the treating doctor to support **your** claim that it was medically necessary, or the condition of the other person was serious enough, to warrant **your** early return home.

The most we will pay for all claims under this Section 3.2 is \$1.000 per insured person.

# 3.3 Missed Transport Connection for Special Events We will pay:

If you have to attend a prearranged wedding, funeral, conference or sporting event, which cannot be delayed because of your late arrival but due to any unforeseeable circumstances outside your control, you miss your transport connection and are unable to arrive at your destination by the time originally intended, we will pay for your reasonable additional expenses incurred to enable you to use alternative scheduled public transport services to arrive at your destination on time.

# The most we will pay for all claims under this Section 3.3 is \$1,000 per insured person.

In addition to the General Exclusions applying to each Section of this Policy, no coverage will be provided in connection with **additional travelling expenses** where **we** have also paid a claim under Section 1 in respect of the same period.

#### 3.4 Hijack and Kidnap

#### We will pay:

If whilst on **your trip**, the schedule public transport services on which **you** are travelling is hijacked or **you** are kidnapped, **we** will pay **you** an amount of \$500 for each complete 24 hour period that **you** are held captive. The maximum period for which **we** will pay is 10 days.

The most we will pay under this Section 3.4 is \$5,000 per insured person.

# 3.5 Home Help in New Zealand We will pay:

Up to \$500 per week towards the cost of home help services **you** necessarily incur immediately upon **your** return to New Zealand, provided that such home help:

- (a) is required as a result of injury or illness that necessitate your hospitalisation for at least 10 consecutive days during your trip;
- (b) does not include nursing or medical services:
- (c) is supplied by a company providing housekeeping or similar services who is registered for GST in New Zealand and it is not supplied by a family member or business associate;

(d) is certified by a legally qualified medical practitioner, who is not a family member, as necessary and directly relating to the injury or illness which necessitated the hospitalisation.

The most we will pay for all claims under this Section 3.5 is \$1,500 per insured person.

In addition to the General Exclusions applying to each Section of this Policy, no coverage will be provided in connection with:

- 3.6 pregnancy, or childbirth except for:
  - (i) related complications before the 26th week of pregnancy, or
  - (ii) childbirth before the 26th week of pregnancy which was accelerated by accidental injury.
- 3.7 any expenses incurred from using a hospital for addiction treatment or as a nursing, convalescent or rehabilitation place.
- 3.8 the cost of a return ticket if **you** have not purchased a return air ticket to New Zealand. **We** will deduct from **your** claim the cost of the fare between **your** last intended place of departure and New Zealand, at the same cabin class as **your** initial departure fare.
- 3.9 additional travelling expenses where we have also paid a claim for the cost of cancellation fees or loss of deposits on bookings in respect of the same period. This exclusion will not apply where the additional expenses are incurred directly as a result of the hospitalisation or death of you or your travelling companion, and are agreed by us.
- 3.10 any **terrorist act**. This exclusion does not apply to Section 3.4 above.
- 3.11 any intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected **terrorist act**. This exclusion does not apply to Section 3.4 above.
- 3.12 (a) any business commitment, financial or contractual obligation, including those of any travelling companion or relative; or
  - (b) business or employment, including but not limited to, not being able to take leave from that employment. This exclusion will not apply to you being retrenched from your usual full time employment in New Zealand.

#### SECTION 4

#### Luggage

A Policy **excess** of \$250 applies to each and every event per **insured person** made under this Section except for Section 4.2

#### We will pay:

4.1 For accidental loss of or damage to **your luggage** and personal effects. At **our** discretion, **we** may choose to replace, repair, or pay for the loss or damage in cash, after making allowance for depreciation, and wear and tear. Payment will not exceed the original price **you** paid for **your luggage** and personal effects.

Maximum we will pay for each item\* is:

	Maximum Sum Insured
Electronic equipment and valuables	\$250 per item and \$750 for all electronic equipment and valuables combined
Each other item	\$250 per item

<sup>\*</sup> A pair or set of items is treated as one item (e.g. a set of golf clubs, and a pair of earrings)

- 4.2 For emergency replacement of **luggage** up to \$300 per **trip** if **your** total **luggage** is delayed, misdirected or temporarily misplaced by any carrier for more than 10 hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items **you** needed to purchase. (No **excess** is applicable). The amount paid by **us** will be deducted from any **luggage** claim payable under Section 4.1.
- 4.3 For the non-recoverable cost of replacing personal travel documents, credit cards and travellers cheques taken with **you** on the **trip**.
- 4.4 For **your** legally liability for payment arising out of unauthorised use of **your** travel documents, credit cards and travellers' cheques, following theft during the **trip** by any person not **your relative**.

The most we will pay for all claims combined under this Section 4 is \$3,000 per insured person.

#### In addition to the General Exclusions applying to each Section of the Policy, no coverage will be provided in connection with:

- 4.5 losses, liability or expenses that are for or relate to any furniture, furnishings and fittings.
- 4.6 damage or loss arising from electrical or mechanical breakdown of any item.
- 4.7 scratching or breakage of fragile or brittle items.
  This exclusion does not apply to the lens of spectacles, laptop computers, binoculars, photographic or video equipment. It also does not apply to any breakage or scratch caused by an accident involving any vehicle **you** were travelling in.
- 4.8 damage or loss arising from wear, tear, deterioration, or losses caused by atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, repairing, restoring or alteration.
- 4.9 **luggage** or travel documents left **unattended** in any **public place**.
- 4.10 luggage or travel documents left unattended in a motor vehicle unless it is locked in the boot or locked luggage compartment.
- 4.11 any **luggage** left overnight in a motor vehicle even if it is in the locked boot or locked **luggage** compartment.
- 4.12 **electronic equipment** or **valuables** left **unattended** in a motor vehicle at any time.
- 4.13 any **luggage** shipped under any freight agreement or sent by postal or courier services.
- 4.14 any **luggage** that **you** leave somewhere else and which will not be travelling with **you**.
- 4.15 loss of or damage to any sporting equipment, including surfboards, snowboards, sailboards and boogie boards, whilst in use.
- 4.16 any goods that are intended for sale, trade, tools of trade or trade samples.
- 4.17 losses due to devaluation or depreciation of currency.
- 4.18 loss, destruction or damage recoverable from any other sources.
- 4.19 loss of cash and negotiable items, gold or precious metals, precious unset or uncut gemstones.
- 4.20 any **electronic equipment** and **valuables** not carried as hand-**luggage**.
- 4.21 loss of **luggage** not reported to the transport provider, police, hotel or appropriate authority within 24 hours of **you** becoming aware of the loss and where no written report is obtained.

#### **SECTION 5**

## **Legal Liability**

A Policy **excess** of \$250 applies to each and every event per **insured person** made under this Section.

#### We will pay:

- 5.1 All damages and compensation, including legal expenses, incurred with **our** written consent which **you** become legally liable to pay as a result of **your** negligence during the **trip** causing:
  - (a) bodily injury including death or illness, or
  - (b) loss of or damage to property.

The most we will pay for all claims under this Section 5 is \$2.000.000.

In addition to the General Exclusions applying to each Sections of the Policy, no coverage will be provided in connection with:

- 5.2 **injury** to **your travelling companion** or to a **relative**.
- 5.3 **injury** to any of **your** employees arising out of or in the course of employment.
- 5.4 loss of or damage to property owned by, or in the control of, you, your relative, or your travelling companion, or an employee of any of the aforementioned persons.
- 5.5 loss of or damage to property, or **injury** arising out of, **your** business, trade or profession including professional advice given by **you**.
- 5.6 any contract unless such liability would have arisen in the absence of that contract.
- 5.7 punitive, aggravated or exemplary damages.
- 5.8 any fine or penalty.
- 5.9 loss which would be covered under workers' compensation legislation, an industrial award or agreement, or accident compensation legislation.
- 5.10 any loss arisina from any **terrorist act**.
- 5.11 any loss arising from any intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected **terrorist act**.
- 5.12 any claim against you arising out of ownership, custody, or use of any motor vehicle or mechanically propelled vehicle, any aircraft, watercraft or firearms.



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