

# Rental Car Insurance Excess Insurance

#### Policy Wording | Effective 1 June 2017

The insurer of this product is Zurich Australian Insurance Limited (ACN 000 296 640, an overseas registered company incorporated in Australia) (ZAIL), trading as Zurich New Zealand.

## About this cover

This Rental Car Insurance Excess policy is available to:

 residents or non-residents of New Zealand who are 21 years of age or over at the time of issue of the policy.

Cover includes up to:

- \$5,000 for the Rental Car insurance excess You are liable to pay in the event of loss, theft or damage to a Rental Car;
- \$500 for the reasonable additional costs to return Your Rental Car to the nearest depot if You are unfit to drive it.

For full details of the terms and conditions of the cover offered make sure You read all sections of this policy wording which will help You understand the policy and provide You with information to make an informed decision about whether this insurance is suitable for You.

## Money back guarantee

You can cancel this policy for any reason within 14 calendar days of the date of purchase by contacting Air New Zealand. We will give You Your money back as long as You are not making a claim and have not departed on Your Journey.

## **Contact Us**

If You have any questions regarding this policy or wish to discuss alternative cover options please contact Air New Zealand on 0800 737 000 (or +64 (0) 9 357 3000) or call Cover-More on 0800 500 248 for additional assistance.

# THE POLICY IS NOT VALID UNLESS THE CERTIFICATE OF INSURANCE IS ISSUED TO YOU.

We will give You the insurance cover described in this policy in return for receiving the total Amount Payable as shown on Your Certificate of Insurance.

It is a condition of the policy that You are not aware of any circumstance which is likely to give rise to a claim.

# Words with special meanings

In this policy wording the following words have the following meanings:

"We", "Our", "Us" means Zurich New Zealand.

**"You"**, **"Your"** means the person(s) who are 21 years of age or over; have booked a Rental Car from a licensed motor vehicle rental company, are named in the booking confirmation, are nominated drivers on the Rental Car agreement; and are listed as adults on the Certificate of Insurance.

**"Amount Payable"** means the total amount payable shown on Your Certificate of Insurance.

**"Journey"** means the period commencing at the time You collect the Rental Car from a licensed motor vehicle rental company and ceasing at the time You return the Rental Car to a licensed motor vehicle rental company.

**"Period Of Insurance"** means from the time You commence the Journey, or the travel start date shown on Your Certificate of Insurance (whichever occurs last) until the time You complete the Journey or the end date shown on Your Certificate of Insurance (whichever is the earlier).

**"Rental Car"** means a rented sedan, campervan, motorhome or people mover that each does not exceed 6 tonnes, hatchback or stationwagon (including 4WDs) rented from a licensed motor vehicle rental company.

#### What is covered?

#### Rental Car insurance excess: \$5,000

We will pay up to \$5,000 for any Rental Car insurance excess You become liable to pay as a result of damage to, or theft of, a Rental Car, whilst in Your control during the Journey. It is Your responsibility to provide the final loss/repair report to substantiate Your claim.

### Return of Your Rental Car: \$500

If during the Period Of Insurance You suffer a disabling injury, sickness or disease, We will pay up to \$500 for the reasonable expenses incurred in returning Your Rental Car to the nearest depot provided that You are declared unfit to drive by a qualified medical practitioner.

### What is not covered?

We will not pay for claims caused by or related to:

- any damage or theft, arising from the operation of a Rental Car in violation of the terms of the rental agreement
- any damage sustained to a Rental Car while it is being driven on an unsealed surface
- claims for costs or expenses incurred outside the Period Of Insurance
- loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities
- claims arising from any unlawful act committed by You or if You have not been honest and frank with all answers, the accuracy of information, statements and submissions made in connection with Your insurance application or claim
- any government prohibition, regulation or intervention
- claims in respect of any costs or expenses incurred prior to You being certified by a medical practitioner as unfit to travel
- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- · any nuclear reaction or contamination, ionising rays or radioactivity
- claims arising from loss or theft or damage to property, or death, illness or injury if You fail to take reasonable care
- circumstances, medical conditions or pregnancy You were aware of when the policy was issued that could give rise to a claim
- claims involving or directly or indirectly arising from Your suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, anxiety, depression or mental or nervous disorder
- any conduct engaged in whilst under the influence or effect of alcohol or drugs (unless those drugs were prescribed by a qualified medical practitioner and taken in accordance with their instructions), the effect of, or chronic use of alcohol or drugs.

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# **Policy conditions**

#### Limits of liability

The limits of Our liability for each section of the policy are the amounts shown in this policy except where We have notified You in writing of different limits.

#### • Cooling off period/refund of Amount Payable

You have the right to cancel the policy by notifying Air New Zealand in writing within 14 calendar days of the date the policy was issued to You (cooling off period). Provided the circumstances specified in point (a) or (b) below do not apply, You are entitled to a complete refund of the amount You have paid for the policy.

You are not entitled to a complete refund if, during the cooling off period, You:

- a) make a claim under the policy; or
- b) cancel the policy after the commencement of the Journey.

We will not refund any of the Amount Payable if notified outside the cooling off period.

#### Claims

- a) You must take all reasonable steps to prevent or minimise a claim.
- You must not make any offer, promise of payment or admit any liability without Our written consent.
- c) You must advise Us of any claim or occurrence which may give rise to a claim as soon as possible and within 60 days of the end of Your Journey or the return date shown on Your Certificate of Insurance, whichever occurs first, by sending a completed claim form.
- d) You must at Your own expense, supply any documents in support of Your claim which We may request, such as original police reports and receipts and You must co-operate fully in the assessment or investigation of Your claim.
- e) If You make or try to make a false, exaggerated or fraudulent claim or use any false, exaggerated or fraudulent means in trying to make a claim, We will not pay Your claim, Your cover under this policy will be voided (without any return of the amount You have paid), We may report You to the appropriate authorities and You may be prosecuted.
- f) If We agree to pay a claim under Your policy We will base any claim payment on the Goods and Services Tax (GST) inclusive costs (up to the relevant policy limit).

#### . If You are able to claim from another party

If You are able to claim against a household insurer, private health fund, hotel, carrier, workers' compensation scheme, travellers' compensation fund, New Zealand Accident Compensation Scheme (application is compulsory for all injuries incurred overseas) or other statutory fund or anyone else for monies otherwise payable under this policy You must do so and the policy will only cover the balance of Your claim.

## · You must help Us to make any recoveries

We have the right to sue or seek recovery from any other party in Your name to recover money payable under the policy or to choose to defend any action brought against You. You must provide reasonable assistance to Us.

#### Claims payable in New Zealand dollars

All amounts payable and claims are payable in New Zealand dollars.

#### Policy interpretation and dispute resolution

The policy shall be interpreted in accordance with the law of New Zealand. The parties submit to the jurisdiction of the courts of New Zealand.

#### · Special conditions, limitations, excesses and amounts payable

If You in the last 5 years have:

- a) made 3 or more travel insurance claims;
- b) had insurance declined or cancelled or had a renewal refused or claim rejected; or
- c) been in prison or had any criminal conviction;

cover must be separately applied for and accepted by Us, and it may be subject to special conditions, limitations, excesses and amounts payable. We will notify You in writing of these before We issue the policy.

#### Sanctions regulation

Notwithstanding any other terms or conditions under this policy, We shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to You or any other party to the extent that such cover, payment, service, benefit and/or activity of Yours would violate any applicable trade or economic sanctions, law or regulation.

# Who is the insurer?

The insurer of this product is Zurich Australian Insurance Limited (ACN 000 296 640, an overseas registered company incorporated in Australia) (ZAIL), trading as Zurich New Zealand. References to "Us", "We" and "Our" in this policy wording refer to Zurich New Zealand.

## Who is Cover-More?

Cover-More (NZ) Limited (Cover-More), administers the policy (including customer service, medical assessments and claims management) and will usually arrange for the issue of the insurance, either directly or through one of Cover-More's representatives.

# Change of terms and conditions

From time to time and where permitted by law, We may change parts of the Policy Wording document. We will issue You with an endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on insurance.airnewzealand.co.nz. You can obtain a paper copy of updated information without charge by calling 0800 500 248.

#### Your duty of disclosure

Before You enter into this policy You have a duty to disclose to Us everything that You know, or could reasonably be expected to know, is relevant to Our decision (or that of a prudent insurer) whether to insure You, and, if We do, on what terms. However, Your duty does not require You to disclose anything:

- that reduces the risk to be undertaken by Us;
- that is generally well known;
- that We know or, in the ordinary course of Our business, ought to know.

If You fail to comply with this duty of disclosure, We may refuse to pay a claim or can treat the policy as never having existed.



# We respect Your privacy

We adhere to the Privacy Act 1993 when We collect and handle Your personal information. You have the right to access and correct Your personal information. We collect personal information for the purposes of providing insurance services to You, including:

- evaluating Your application;
- · evaluating any request for a change to any insurance provided;
- providing, administering, and managing the insurance services following acceptance of an application; and
- investigating and if covered, managing claims made in relation to any insurance You have with Us or other companies within the same group.

For further information on the privacy policy refer to covermore.co.nz.

# **Data sharing consent**

In order to provide a seamless insurance service globally, Cover-More transfers data to Zurich New Zealand, the Insurer. Zurich New Zealand may transfer any data it has received from and any data it holds on You ('policyholder') to other units of Zurich Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Zurich Insurance Group Ltd, cooperative partners of Zurich Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

Cover-More, Zurich New Zealand and such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If Cover-More or their agent is acting on Your behalf, Zurich New Zealand is authorised to use, process and store data of the policyholder received from Cover-More or such agent, and to forward to Cover-More or such agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

Cover-More or Zurich New Zealand may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of loss or damage.

Zurich New Zealand's contact details are:

Mail: Zurich New Zealand

PO Box 497, Shortland Street, Auckland 1140

## Information about other products

Cover-More may provide information to You regarding other insurance products. Cover-More may also provide Your contact details to the providing agent so that they can provide information to You regarding certain products. If You do not wish to receive this information please contact Cover-More quoting Your policy number.

## The Fair Insurance Code

Zurich New Zealand is a signatory to the Fair Insurance Code. The Fair Insurance Code is a code of practice that:

- sets minimum service standards for insurance companies;
- describes the responsibilities that you You and your Your insurance company have to each other; and
- · encourages professionalism in the insurance industry.

The Code covers all insurance products except health insurance and life insurance. The Code only applies to individuals and entities with 19 or fewer employees. Further information about the Code can be obtained from www.icnz.org.nz.

# **Resolving complaints**

If You think We (or one of Our representatives) have let You down in any way, please contact Cover-More in the first instance, by phone 0800 500 248 or email airnz@covermore.co.nz. Visit covermore.co.nz for details of the complaint process.

Both We and Cover-More aim to resolve Your complaint fairly and promptly. However, if You are not satisfied with how We or Cover-More handle Your complaint You can refer the matter to the Insurance & Financial Services Ombudsman (IFSO), an independent body, whose services are free to You. As a member We agree to accept the IFSO's decision where We are bound to do so. You can contact the IFSO by:

Mail: PO Box 10-845 Wellington 6143 New Zealand Phone: 0800 888 202 or +64 (04) 499 7612

Website: www.ifso.nz Email: info@ifso.nz

# 24 hour emergency assistance

All policyholders have access to Our emergency assistance team who is contactable 24 hours a day, 365 days a year.

Certain services are subject to a claim being accepted under the policy.

#### For emergency assistance

Please call DIRECT and TOLL FREE from:

 USA/Canada
 1855 306 9807

 UK
 0800 151 0144

 NZ
 0800 167 011

The cost of a local call may be required if calling from a pay phone. Charges apply if calling from mobile phone.

Other countries: Call +61 (0) 2 8907 5597

When You call, please have Your policy number and a phone number to call You back on.

If You are experiencing difficulties with one of the numbers above, phone +61 (0) 2 8907 5597 or fax +61 (0) 2 9954 6250.

## To make a claim

Download and complete a claim form available from airnewzealand. co.nz/travel-insurance and submit it with supporting documents within 60 days of the completion of Your Journey.

Should You require assistance please call Cover-More on 0800 500 248 or email airnz@covermore.co.nz.

# How long will the claim take?

We aim to process claims as quickly as possible. You will hear from Us within 10 working days from the time We receive Your claim.

# **About Us**

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

As at the date of issue of this document, ZAIL has an insurer financial strength rating of A+ from Standard & Poor's (Australia) Pty Ltd. This rating shows that the company has strong financial security characteristics. This is reviewed annually and may change from time to time, so please refer to www.zurich.co.nz/content/zurich\_nz/about\_us/financial-strength to ensure it has not changed.



Standard & Poor's rating scale for an insurer's financial strength, together with a summary of Standard & Poor's description is: AAA (Extremely Strong), AA (Very Strong), A (Strong), BB (Good), BB (Marginal), B (Weak), CCC (Very Weak), CC (Extremely Weak), R (Regulatory Supervision), 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. Further information on these ratings is available from www.standardandpoors.com.

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

#### **About Cover-More**

Cover-More is a global travel insurance and assistance group of companies with offices in New Zealand, the United States, the United Kingdom, India, Malaysia, Singapore, China and Australia.

With our office in Auckland, we cover more than 2.2 million travellers worldwide each year including in the US where we own Travelex Insurance Services.

We have our own global medical assistance team of doctors, registered nurses, psychologists, trauma counsellors and experienced case managers. And a total global workforce of more than 1000 people.

For more information visit covermoregroup.com

Cover-More (NZ) Limited (Cover-More) administers the policy (including customer service and claims management) on Our behalf. Cover-More is a registered financial services provider (FSP 39781) and part of the Cover-More Group.

Cover-More Customer Service and Claims e: airnz@covermore.co.nz p: 0800 500 248 (+ 64 (0) 9 308 2122) f: 09 300 7370 Cover-More (NZ) Limited PO Box 105-203 Auckland City Auckland 1143

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