

Lifestyle Advantage Plan (New Zealand) *Policy Wording*  
Diners Club  
Insurance





## **Important Policy Matters**

The Insured Persons named in the Application Form/Policy Schedule are insured against Accidental Death, Injury and/or Sickness as shown in the Policy Schedule on the following terms.

All cover is subject to You paying the premium We require, and is subject to all the terms, provisos, conditions and exclusions of this Policy including the Policy Schedules.

## **Your Duty Of Disclosure**

Before You enter into this Insurance 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 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 Insurance Policy.

Your duty however, does not require disclosure of 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
- as to which compliance of Your duty is waived by Us

## **Non-Disclosure**

If You fail to comply with Your duty of disclosure or make a misrepresentation, We may be entitled to reduce Our liability under this Insurance Policy in respect of a claim, or may cancel this Insurance Policy.

If Your non-disclosure is fraudulent We may also have the option of avoiding the Insurance Policy from the beginning.

## **Insuring Clause**

In consideration of the payment of premium and subject to the terms, conditions and exclusions, the Insurer hereby insures the person named in the Policy Schedule and promises to pay indemnity for loss to the extent herein provided. All Periods of Insurance shall begin and end at 4.00p.m., standard time, at the place where the Insurance Policy was issued.

## Definitions

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For the purpose of this Policy, the following word(s) shall be deemed to have the meaning indicated:

1. **Accident or Accidental** means a sudden, unforeseen and fortuitous event that results in the Insured Person suffering an Injury as specified in the Accidental Death and Permanent Disablement Schedule of Events.
2. **Act of Terrorism** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission 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) will not be considered Act of Terrorism. Act of Terrorism will also include any act, which is verified or recognised by the (relevant) government as an act of terrorism.
3. **Any one occurrence / incidence** means any one event or a series of events arising from the same cause.
4. **Card** means Cards issued by Diners Club (NZ) Limited and includes Charge Card, Credit Card, Corporate Card, and Participating MNCC Accounts.
5. **Family** means the Spouse and/or Legally Dependent Child(ren) of the Insured Person at the time of occurrence of an event insured under the terms of this Insurance Policy.
6. **Felonious Assault** shall mean Theft or attempted Theft accompanied with the elements of stealth, surprise and force.
7. **Financial Default** means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.
8. **Immediate Family Members of an Insured Person** means the Spouse and/or Legally Dependent Child(ren) of the Insured Person at the time of occurrence of an event insured under the terms of this Insurance Policy.
9. **Injury** means a bodily Injury to an Insured Person resulting from an Accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such Injury), provided the Injury
  - (a) occurs during the Period of Insurance; and
  - (b) results in any of the Events specified in the Accidental Death and Permanent Disablement Schedule of Events within 6 calendar months from the date of such Injury.
10. **Insured** means Diners Club (NZ) Limited whose registered address is at 1<sup>st</sup> Floor, 109 Carlton Gore Road, Newmarket, Auckland, New Zealand.
11. **Insurer, We, Our or Us** means American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis.
12. **Insured Person** means a natural person who has attained the age of 18 years at inception of his/her Insurance under this Policy and who at the time of occurrence of an event insured under the terms of this Policy, as mentioned hereunder:
  - (a) All Diners Club New Zealand Charge and Credit Cardmembers.
  - (b) All New Zealand Corporate Cardmembers.
  - (c) All Participating MNCC Account Travellers.


Where applicable this shall include an Immediate Family Member of an Insured Person as described in (a), (b) or (c) above.

13. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
14. **Legally Dependent Child(ren)** means the unmarried child(ren) of the Insured Person who is/are dependent on the Insured Person for financial support provided that such child(ren) are aged:
  - (a) not less than 1 year and who have not attained the age of 18; or
  - (b) 23 years in the case of children who are engaged in full time tertiary studies in a recognised tertiary institution, at the time of occurrence of an event insured under the terms of this Insurance Policy.
15. **Loss of Hearing** means permanent irrecoverable loss of hearing where:

If a     dB = Hearing loss at 500 Hertz	If c     dB = Hearing loss at 2000 Hertz
If b     dB = Hearing loss at 1000 Hertz	If d     dB = Hearing loss at 4000 Hertz

1/6 of (a+2b+2c+d) is above 80dB.
16. **Loss** means, in relation to:
  - (a) a Limb - total permanent severance of a hand at or above the wrist or of a foot at or above the ankle.
  - (b) Fingers (including Thumbs) or Toes – total permanent severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
17. **Loss of Sight** means the entire and irrecoverable Loss of Sight.
18. **Loss of Speech** means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
19. **Loss of Use** means total functional disablement and is treated like the total loss of said limb or organ.
20. **Motor Vehicle** means a privately owned motor vehicle or a rental motor vehicle
21. **On-Flight** means travelling as a fare-paying traveller (not as an operator or crew member) in or on, boarding or alighting from:
  - (a) a legally registered and properly licensed commercial and/or common air carrier for the regular transportation of fare-paying travellers;
  - (b) any fixed wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare paying passengers; and
  - (c) any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare paying travellers and operating only between established commercial airports;

- providing all are operating to fixed routes and schedules.
22. **Permanent** means lasting 180 days from the date of Accident and at the expiry of that period being in the opinion of a legally qualified and registered medical practitioner (who is not the Insured Person or relative of an the Insured Person claiming) beyond any hope of improvement.
23. **Public Land Conveyance** means mean any regularly scheduled mode of transportation provided and operated by a duly licensed carrier and meant for the local public interest to move around and recognised by respective countries (eg: bus, train, tram or underground train). This would exclude all modes of transportation that are chartered or arranged as part of a tour; even if the services are regularly scheduled.
24. **Serious Injury or Serious Sickness** means a life threatening medical condition which first manifests itself during the Trip and necessitates the immediate return of the Insured Person(s) to



New Zealand or their normal place of residence given the imminent danger to the injured or sick Insured Person's life.

25. **Spouse** means the legally married husband or wife of the Insured Person, or the person who has been continuously cohabiting with the Insured person for the 24 consecutive months immediately preceding the Trip.
26. **Total Disablement** means bodily Injury of a permanent nature which solely and directly totally disables and prevents an Insured Person from attending to his/her business, occupation or duties for which he is reasonably qualified by reason of his/her education, training or experience.
27. **Trip** means travel undertaken by the Insured Person(s) which involves either an overseas destination from the place of departure of the trip; or travel within New Zealand undertaken by the Insured Person(s) provided such travel involves a destination outside a radius of 75 kilometres from the place of departure of the trip and commencing when the Insured Person(s) departs his/her or her normal place of residence or place of business within New Zealand - whichever occurs last and continues on a full time basis until:
  - (a) the expiry of the Period of Insurance specified in the Insurance Policy;
  - (b) the Insured Person's return to his/her permanent place of residence or place of business within New Zealand;
  - (c) the maximum duration of coverage provided for any one round Trip exceeding 30 days - whichever occurs first.
28. **War** means war, whether declared or not, or any war-like activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
29. **You, Your** means the Insured named on the Policy Schedule.

## Accidental Death & Permanent Disablement Schedule Of Events

### The Events

Injury, as defined, resulting in:

### Percentage Of Principal Sum Insured as shown on the Policy Schedule.

1.	Loss of Life	100%
2.	Permanent Total Disablement	100%
3.	Loss of or the Permanent total Loss of Use of two Limbs	100%
4.	Loss of or the Permanent total Loss of Use of one Limb	100%
5.	Permanent total Loss of Sight of both eyes	100%
6.	Permanent total Loss of Sight of one eye	100%
7.	Loss of or the Permanent total Loss of Use of - one limb and Loss of Sight of one eye	100%
8.	Loss of Speech and Hearing	100%
9.	Permanent and incurable insanity	100%
10.	Permanent total Loss of Hearing - both ears	75%
	- one ear	25%
11.	Loss of Speech	50%
12.	Permanent total loss of the lens of one eye	50%
13.	Loss of or the Permanent total Loss of Use of four Fingers and Thumb of - right hand	70%
	- left hand	50%
14.	Loss of or the Permanent total Loss of Use of four Fingers of - right hand	40%
	- left hand	30%
15.	Loss of or the Permanent total Loss of Use of one Thumb - both right phalanges	30%
	- one right phalanx	15%
	- both left phalanges	20%
	- one left phalanx	10%
16.	Loss of or the Permanent total Loss of Use of Fingers - three right phalanges	10%
	- two right phalanges	7.5%
	- one right phalanx	5%
	- three left phalanges	7.5%
	- two left phalanges	5%
	- one left phalanx	2%
17.	Loss of or the Permanent total Loss of Use of Toes - all-one foot	15%
	- great toe-two phalanges	5%
	- great toe-one phalanx	3%
	- Other than great toe, each toe	1%
18.	Fractured leg or patella with established non-union	10%
19.	Shortening of leg by at least 5 cm	7.5%

### Compensation:

- (a) The total compensation payable in respect for any disabilities due to the same Injury is arrived by adding together the various percentages but shall not exceed 100% of the Principal Sum and there shall be no further liability under the Policy in respect of the same Insured Person for Injury sustained thereafter.
- (b) In the event that the Insured Person is left-handed, the compensation percentage in Events 13 to 16 inclusive shall be reversed whereby the greater compensation shall apply to the left hand and parts thereof.

**Event 2** - Permanent Total Disablement is not payable to Insured Persons aged

- (a) under 18 years; or
- (b) older than 65 years at the time of the event giving rise to the claim.

## Benefits

### Section I – Personal Accident Cover – Insured Person Only

#### Benefit – 1(a) – 24-Hour, Worldwide Personal Accident Cover (Excluding Flight Accidents and Motor Vehicle Accidents)

- a) The sum insured for all accidents in respect of the Insured Person (excluding flight accidents and motor vehicle accidents) is based on the aggregate of the last 12 months' Card spending, multiplied by the number of years of continuous Card membership, up to a maximum of 10 years. The maximum sum insured per life is NZ\$1,000,000.

#### Benefit – 1(b) – 24-Hour, Worldwide Personal Accident Cover, While Travelling On a Public Land Conveyance

- b) The sum insured for accidents in respect of the Insured Person which occur on a Public Land Conveyance is based on the aggregate of the last 12 months' Card spending, multiplied by the number of years of continuous Card membership, up to a maximum of 10 years. The maximum sum insured per life is NZ\$25,000.

#### Benefit – 1(c) – Funeral Benefit

- c) The sum insured for accidents in respect of the Insured Person where a benefit is payable under either Section 1 - Benefit 1 (a), Benefit 1 (b) or Section II is NZ\$5,000.

### Section II – On-Flight Personal Accident Cover

This Cover applies to Insured Persons and their accompanying Immediate Family Members only whilst On-Flight and when the entire airfare (or tour package if this includes airfare) has been charged and/or invoiced in advance and in full to the Insured Person's Diners Club Card.

Credit Cardmember	NZ\$350,000
Charge Cardmember	NZ\$350,000
Participating MNCC Account Traveller	NZ\$350,000
Spouse	as per Cardmember
Child, age 18 to 23 (both inclusive)	50% of Cardmember cover
Child, below age 18	25% of Cardmember cover

### Section III – Travel Inconveniences

This Section is only applicable to a Trip which involves air travel, provided that during the period of insurance:

- (a) the Insured Person has charged and/or invoiced the entire travel expenses such as the airfare and/or travel related expenses, including but not limited to, charges of the tour packages for such Trip, in advance to his/her Diners Club Card.
- (b) the Insured Person has charged and/or invoiced the entire travel expenses such as the airfare and/or travel-related expenses, including but not limited to, charges of the tour packages of his/her Immediate Family Members travelling together with him/her on the same Trip in advance to his/her Diners Club Card.
- (c) the Insured Person and his/her Immediate Family Members have commenced their Trip (for which the entire airfare and/or travel related expenses including tour packages had been charged and/or invoiced in the manner as aforementioned),

The maximum duration of coverage for these benefits is limited to not more than 30 days per round trip and coverage for this Section automatically ceases upon expiry of the 30-day period.

### **Important note about other insurance**

We will not cover any Insured Person for loss or an event or liability to the extent that it is covered by the carrier or 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 by the carrier or under the other insurance policy, medical or health scheme or the relevant Act of Parliament and what You would have been entitled to recover under this Insurance Policy to the extent permitted by law.

### **Benefit 1 – Flight Delay Due To Misconnection Of Flight**

In the event that the Insured Person's confirmed onward travel connection whilst on a Trip is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting scheduled conveyance and no onward transportation is available to the Insured Person within 6 consecutive hours on his arrival, the Insurer will pay

- (a) up to NZ\$250 in respect of the Insured Person; or
- (b) up to NZ\$350 in respect of the Insured Person and his/her Immediate Family Members travelling with him/her,

and for every full six (6) consecutive hours of delay until the Insured Person has boarded alternative onward transportation to their scheduled destination.

Aggregate Limit per Insured Person and/or Family is NZ\$1,000

### **Benefit 2 – Baggage Delay**

The Insurer will reimburse expenses up to NZ\$250 in respect of the Insured Person; or up to NZ\$350 in respect of the Insured Person and his/her Immediate Family Members travelling with him/her, if the checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the carrier for every full six (6) consecutive hours of delay after the Insured Person's arrival at the baggage pick-up point of the scheduled destination.

Aggregate Limit per Insured Person and/or Family is NZ\$1,000

### **Benefit 3 – Trip Interruption**


In the event the Insured Person is hospitalised during their Trip for more than five (5) days, the company will pay up to NZ\$1,000 for the unused portion for any loss of travel and/or accommodation expenses paid in advance for economy airfare, rail road or sea transport fare.

Aggregate Limit per Insured Person is NZ\$1,000 and NZ\$1,500 per Family.

### **Benefit 4 - Trip Cancellation Expenses**

The Insurer will reimburse for loss of Travel and/or accommodation expenses charged and/or invoiced in advance by the Insured Person and for which the Insured Person is legally liable and which are not recoverable from any other source consequent upon the cancellation of the Trip necessitated by the following occurring within 21 days before the date of commencement of the Trip:

- (a) Death or Serious Injury or Serious Sickness or compulsory quarantine of the Insured Person or the Insured Person's Immediate Family Members.
- (b) Unexpected outbreak of strike, riot or civil commotion arising out of circumstances beyond the control of the Insured Person at the planned destination.

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- (c) Serious damage to the Insured Person's principal residence from fire, flood or similar natural disaster (typhoon, earthquake etc) within one week before the departure date which requires the Insured Person's presence on the premises on the departure date.
  - (d) Witness summons, jury service or compulsory quarantine of the Insured Person.

However, the Insurer will not pay for any loss caused directly or indirectly by government regulations or control, or carrier caused cancellation. The Insurer will not pay for any loss that will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.

Aggregate Limit is NZ\$2,000.

#### **Benefit 5 - Felonious (Criminal) Assault**

In the event of Felonious Assault of the Insured Person or his/her Immediate Family Members travelling with him/her, whilst on a Trip, the Company will pay NZ\$250 per person upon occurrence of such an event. The Insured Person should report the incident to the Police and submit a copy of the local police report detailing the assault.

Aggregate Limit per Insured Person is NZ\$250 and NZ\$500 per Family.

#### **Benefit 6 – Loss Of Travel Documents**

The Insurer will reimburse the Insured Person up to a maximum of NZ\$250 for the cost of obtaining replacement passports, travel tickets and other relevant travel documents lost or whilst on a Trip providing such loss is arising out of robbery, burglary, theft or natural disasters (typhoon, earthquake etc).

The Insured Person should report the incident to the police or relevant local authority after the discovery of such loss and any claim must be accompanied by written documentation from the police or relevant local authority detailing the assault.

Aggregate Limit per Insured Person is NZ\$250 and NZ\$500 per Family.

## General Exclusions

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The Insurer will not pay under any Section of this Insurance Policy for loss or liability directly or indirectly arising as a result of:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. Loss, destruction or damage to any property whatsoever or any loss or expense whatsoever arising there from or any consequential loss directly or indirectly caused or contributed to by or arising from ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
3. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
4. Any prohibition or regulations by any government;
5. Any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under this Insurance Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
6. The Insured Person not taking all reasonable efforts to safeguard his/her property or to avoid Injury or minimise any claim under the Policy;
7. Any aerial activity, except as a fare-paying passenger in an aircraft licensed to carry passengers, participating as a professional in professional sports, big game hunting, riding or driving in any kind of race, or mountaineering requiring the use of mountaineering equipment.
8. Pregnancy or childbirth, and any Injury or Sickness associated with pregnancy or childbirth;
9. Suicide or attempted suicide or intentional self-inflicted Injury, while sane or insane;
10. AIDS or any Injury or Sickness commencing in the presence of a zero-positive test for HIV and related disease;
11. Mental and nervous or sleep disorders as diagnosed by a legally qualified and registered medical practitioner, including but not limited to insanity;
12. Provoked or unprovoked murder or assault, or any attempt thereat;
13. Intoxication or drugs unless it is established by the Insured Person or his/her legal personal representative that the drug was taken in accordance with medical prescription or direction and not for the treatment of drug addiction;
14. 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;
15. The Insured Person engaging in the following business and/or occupation:
  - naval, military or airforce service or operations or testing of any kind of conveyance; or
  - aerial photography.
16. All motor vehicle accidents, except while travelling in a public land conveyance.
17. Sickness and/or diseases.

## Important Matters

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1. Unless otherwise specified in Section II - On Flight Travel Personal Accident of this Insurance Policy, it is hereby declared and agreed that:
  - (a) In the event that an Insured Person and/or his/her Immediate Family Members are covered under more than one Diners Club Card the maximum liability of the Insurer under this Section of the Policy shall not in any circumstances exceed the amount provided for in Section I for the Insured Person under one Diners Club Card Account only.
  - (a) In the Event that if more than one Insured Person covered under Section I of this Policy are involved in the same Accident (which shall be deemed as any one Accident arising from or out of one event or a series of Events arising from or out of the same cause), the maximum liability of the Insurer in respect of all the Insured Persons shall in the aggregate, be limited to the following amounts (hereinafter called the Conveyance Limits):

### **All Cards/Accounts**

Air Conveyance -	NZ\$10,000,000 on any one occurrence
Sea Conveyance -	NZ\$2,000,000 on any one occurrence
Public Land Conveyance -	NZ\$1,000,000 on any one occurrence

Where the total of all the sums if assessed individually in respect of each Insured Person is calculated to be more than the Air Conveyance Limit stated above, the amount payable by the Insurer in respect of each Insured Person under this Section of the Policy shall be reduced proportionately so that the total amount payable shall not exceed the Conveyance Limit.

2. Unless otherwise specified in Section III – Travel Inconveniences of the Policy, it is hereby declared and agreed that:
  - (a) In the event that an Insured Person is covered under more than one Card Account, whether under the Diners Club Card Account, the maximum liability of the Insurer under Section III of the Policy shall not in any circumstances, exceed the limits stated under these Benefits, for the Insured Person or their Family under one Diners Club Card Account only.
3. Further declared and agreed that notwithstanding Exclusion 16 of this Policy, coverage for travel in public land conveyance referred to under Section 1 (b) – Personal Accident Insurance of this Policy is extended to include travels in a private vehicle but only in respect of direct transfers to and from airport/seaport or last place of accommodation. It is understood and agreed that this extension shall exclude travels in any self-drive private vehicles and rental vehicles. It is warranted that “direct transfers” shall mean that there should be no deviation in the journey to/from the airport/seaport or last place of accommodation.



## General Provisions

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### 1. Strike, Riot, Civil Commotion

This Insurance Policy is extended to cover the Insured Person against death or Injury as a result of Strike, Riot, or Civil Commotion whilst on a Trip. The Insurer shall not be liable for any claim arising out of or in connection with the Insured Person's own participation or provocation of any such act or if such act could reasonably have been avoided by the Insured Person.

### 2. Hijack Or Terrorism

This Insurance Policy is extended to cover the Insured Person against death or Injury as a result of being a victim of hijack or terrorism, whilst on a Trip. The Insurer shall not be liable for any claims arising out of or in connection with Insured Person's own participation or provocation of any such act.

### 3. Drowning And Suffocation

This Insurance Policy is extended to cover the Insured Person against death or Injury as a result of drowning or suffocation by poisonous fumes, gas or smoke. The Insurer shall not be liable for any claim for such Injury arising out of or in connection with the Insured Person's own wilful or intentional act.

### 4. Exposure And Disappearance

When by reason of any Accident covered by this Insurance Policy the Insured Person is exposed to the elements and as the result of such exposure suffers an event under, Section II – On Flight Travel Personal Accident, for which compensation is otherwise payable hereunder such event will be covered under the terms of this Insurance Policy.

If the body of the Insured Person has not been found within one year after the date of disappearance, sinking or wrecking of the aircraft in which the Insured Person was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from bodily Injury caused by an Accident covered by this Insurance Policy at the time of such disappearance, sinking or wrecking.

## General Conditions

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### 1. Entire Contract

Changes in the Insurance Policy: This Insurance Policy includes any endorsements and attachments. No agent has authority to amend this Insurance Policy or to waive any of its provisions. No amendment in this Insurance Policy shall be valid unless approved in writing by an authorised representative of the Insurer and such approval be endorsed hereon.

### 2. Complying With Insurance Policy Provisions

The due observations and fulfilment of the terms of this Insurance Policy insofar as they relate to anything to be done or complied with by an Insured Person and the truth of the statements and answers in any proposal and/or application and of evidence required from an Insured Person in connection with this Insurance Policy shall be conditions precedent to any liability of the Insurer to make any payment under this Insurance Policy.

### 3. Age Limit

With the exception of Event 2 (Permanent & Total Disablement Benefit), Cover is available to Insured Persons between the ages of 1 to 70 years.

#### **4. Notice Of Claim**

Written notice of claim must be given to the Insurer within 45 days after the occurrence of an event which gives rise to a claim under this Insurance Policy. Written notice given by or on behalf of an Insured Person to the Insurer with information sufficient to identify the Insured Person, shall be deemed notice to the Insurer.

#### **5. Notify Authorities**

If the property insured under Section III Benefits 2, 5 and 6 of this Insurance Policy is lost or damaged, the Insured Person must take all reasonable measures to protect, save, and recover such property, and shall also promptly notify police, hotel, transportation company, transportation terminal authorities or such other responsible authority and provide Us with a written notification of loss from them.

#### **6. Claim Forms**

The Insurer, upon receipt of a notice of claim will furnish to the Insured such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after giving of such notice the claimant shall be deemed to have complied with requirements of this Policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.

#### **7. Proof Of Loss**

Written proof of loss including original receipts, invoices and all other relevant documents must be furnished to the Insurer at one of its local offices within 60 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and not later than 1 year from the date of loss.

#### **8. Physical Examination And Autopsy**

The Insurer at its own expense shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of a claim under Benefit 1 of this Insurance Policy and to make an autopsy in the case of death where it is not forbidden by law.

#### **9. Legal Actions**

No actions at law or in equity shall be brought to recover on this Insurance Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Insurance Policy. No such action shall be brought after the expiration of 2 years from the date of rejection of claims.

#### **10. To Whom Indemnities Payable**

- (a) Compensation payable under Events 1-9 of the Accidental Death and Permanent Disablement Benefit Schedule of Events is payable less any outstanding balance of the Insured Person's Diners Club Card account held with Diners Club (NZ) Limited.
- (b) For claims arising from all other benefits not stated in 10(a) above, the Insurer shall be entitled to treat the Insured Person as the absolute owner of this Insurance Policy and shall not be bound to recognise any equitable or other claim to or interest in the Insurance Policy and the receipt of the Insured Person and the Insured Person's legal representative alone shall be an effectual discharge.

#### **11. Cancellation**

The Insurance provided under this Insurance Policy in respect of the Insured Person shall terminate on any one of the following dates, whichever shall first occur:

- (a) the date on which this Insurance Policy is cancelled or expires.
- (b) the date on which the Insured Person ceases to be a valid Diners Club Cardmember.

- (c) the date of the Accident in which a claim in respect of that Insured Person is payable under Section I – 24-hour Personal Accident (excluding flights), Section II – On Flight Personal Accident or events 1-9 of the Accidental Death & Permanent Disablement Schedule.

## **12. Compliance With Policy Provision**

The due observance and fulfilment of the terms and conditions of this Policy so far as they relate to anything to be done or complied with and the truth to the best of the Insured Person's knowledge and belief of the information furnished to the Insurer in connection with this insurance shall be conditions precedent to the Insurer's liability. The Insured's and/or the Insured Person's failure to comply with any of the provisions contained in this Policy will invalidate all claims made under this Policy.

## **13. Validity of Contract**

This Insurance Policy and the Schedule of Benefits shall together constitute one contract and any word or expression to which a specific meaning has attached in any part of this Insurance Policy and the Schedule of Benefits shall bear such specific meaning wherever it may appear. No Insurance shall be in force unless the Insurance Policy and the Schedule of Benefits attached hereto is signed by an authorised representative of the Insurer.

## **14. Reinstatement Of Policy**

If default be made in the payment of the agreed premium for this Insurance Policy, the subsequent acceptance of a premium by the Insurer or by any of its duly authorised agents shall reinstate the Insurance Policy, but only to cover loss sustained 24 hours after date of reinstatement.

## **15. Renewal**

This Insurance Policy may be renewed with the consent of the Insurer from term to term by payment of the premium in advance at the Insurer's premium rate in force at time of renewals. The Premium Warranty Clause is applicable herein.

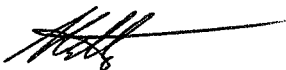
## **16. Governing Law**

This Insurance Policy shall be governed by and interpreted in accordance with New Zealand law.

## **17. New Zealand Currency**

All amounts stated in this Insurance Policy are in New Zealand currency (or its equivalent at the time of the loss in other currencies).

**For AMERICAN HOME ASSURANCE COMPANY (New Zealand Branch)**



C Knell  
Chief Executive

Diners Club Lifestyle Advantage Plan

**Policy Schedule**

<b>Policy Number</b>	TG 7251
<b>Insured</b>	DINERS CLUB (NZ) LIMITED
<b>Address</b>	C/ PO Box 1533, Auckland, New Zealand
<b>Period Of Insurance</b>	From 4pm on the 31 <sup>st</sup> January 2011 (“Inception Date”) To 4pm on the 31 <sup>st</sup> January 2012, inclusive
<b>Scope Of Cover</b>	Worldwide, 24 hours
<b>Benefits</b>	Accidental Death & Permanent Disablement (ADPD)
<b>Age Limitation</b>	Under age 70 (Delete Event 2, Permanent Total Disablement after age 65)

**Notes:** Section II and Section III Benefits 31-6 in the Schedule only apply when the entire airfare and/or travel related expenses are charged and/or invoiced in advance to the Diners Club Card/Account

**Conveyance Limit: All Cards/Accounts**

- Air Conveyance - NZ\$10,000,000 on any one occurrence
- Sea Conveyance - NZ\$2,000,000 on any one occurrence
- Public Land Conveyance - NZ\$1,000,000 on any one occurrence

**Schedule of Benefits**

<b>SECTION I – PERSONAL ACCIDENT BENEFITS (payable for Insured Persons only)</b>	<b>Principal Sum</b>
<b>Cardmember Only</b>	
<b>Benefit 1(a)</b>	up to a maximum of NZ\$1,000,000
<b>Benefit 1 (b)</b>	up to a maximum of NZ\$25,000
<b>Benefit 1 (c)</b>	NZ\$5,000
<b>SECTION II – PERSONAL ACCIDENT BENEFITS (payable for Insured Person or Immediate Family Members)</b>	<b>Principal Sum</b>
<b>Benefit 1</b>	
<b>Cardmember</b>	NZ\$350,000
<b>Cardmember's Immediate Family Members</b>	
1. <b>Accompanying Cardmember's Spouse</b>	as per Cardmember
2. <b>Accompanying Cardmember's Legally Dependent Children</b>	
- Age 18 to 23 (both inclusive)	50% of Cardmember
- Below Age 18	25% of Cardmember
<b>SECTION III - TRAVEL INCONVENIENCES Benefits payable to Insured Person</b>	<b>Principal Sum</b>
<b>Benefit 1 – Flight delay</b>	up to NZ\$250 for every 6 hours or up to NZ\$350 per Family
<b>Benefit 2 – Baggage Delay</b>	up to NZ\$250 for every 6 hours or up to NZ\$350 per Family
<b>Benefit 3 – Trip Interruption</b>	up to NZ\$1,000 per Insured Person or up to NZ\$1,500 per Family
<b>Benefit 4 – Trip Cancellation</b>	up to NZ\$2,000
<b>Benefit 5 – Felonious Assault</b>	NZ\$250 per Insured Person or NZ\$500 per Family
<b>Benefit 6 – Loss of Travel Documents</b>	up to NZ\$250 per Insured Person or up to NZ\$500 per Family
<b>Cover in the event of hi-jack or terrorism</b>	Included

IN WITNESS WHEREOF, this Policy has been countersigned on Our behalf at New Zealand on 31 January, 2011





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