

## **Transit accident insurance**

### **Arranged by Westpac and underwritten by Zurich Australian Insurance Limited**

Transit accident insurance is a benefit offered to Westpac cardholders. This insurance provides certain accidental death and injury insurance for cardholders who sustain an injury while outside New Zealand and riding as a passenger in (not as a pilot, driver or crew member), or boarding or alighting a plane, tourist bus, train or ferry as outlined in this Policy. This cover is available on trips paid for after 1 November 2003. Provided that before a trip the payment for the trip was charged to the cardholder's MasterCard BusinessCard/MasterCard PurchasingCard.

This cover is automatically provided to cardholders but they are not obliged to take the benefit of it. However, if a cardholder wishes to make a claim under this Policy, they will be bound by the Definitions, Terms & Conditions, Exclusions and Claims Procedures of this Policy. Therefore please read this document carefully and keep it in a safe place and if you require personal advice on this insurance please see your insurance adviser. Please also keep detailed particulars and proof of any loss, including the credit card sales receipt and MasterCard BusinessCard/MasterCard PurchasingCard account statement showing the purchase of the trip.

Westpac is not the issuer of this insurance and neither Westpac nor any of its related corporations guarantee any of the benefits under this Policy. This insurance is provided at no additional cost to the cardholder or account holder and Westpac does not receive any commission or remuneration from Zurich in relation to this Policy. Neither Westpac nor any of its related corporations are Authorised Representatives (under the Financial Services Reform Act 2001) of Zurich or any of its related companies.

Westpac may terminate this cover by providing written notification to the account holders. Purchases made in accordance with this Policy before this notification is given will be covered under this Policy. Purchases made after this notification is given will not be eligible for cover under this Policy.

## Definitions

For the purposes of this cover:

**act of terrorism** – means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**accident** – means any sudden and unexpected physical force, which occurs on a trip and causes an injury that is described in the “Schedule of Benefits”.

**account holder** – means any Westpac customer being a business entity or corporation, who has entered into a MasterCard BusinessCard/MasterCard PurchasingCard facility with Westpac.

**cardholder** – means a person (being a New Zealand resident) whom Westpac at the request of the account holder has issued with a MasterCard BusinessCard/MasterCard PurchasingCard.

**injury** – means loss of life or bodily injury (but not an illness or sickness),

- caused by an accident whilst this Policy is in force, and
- resulting independently of any other cause.

Furthermore injury as used with reference to hand or foot means complete severance through or above the wrist or ankle joint and, as used with reference to eye, means irrecoverable loss of the entire sight thereof.

**MasterCard BusinessCard/MasterCard PurchasingCard** – means a MasterCard BusinessCard/MasterCard PurchasingCard credit card, which at the request of the account holder has been issued to a cardholder.

**trip** – means a journey outside New Zealand by the cardholder as a paying passenger (not as a pilot, driver, or crew member etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire. Provided that before the journey commenced the cost of the journey was charged to the MasterCard BusinessCard/MasterCard PurchasingCard account.

## **Terms & Conditions**

The Benefits listed under the Schedule of Benefits will be paid if the cardholder suffers a loss as a result of an injury suffered under the circumstances specified in points 1, 2, or 3 as follows:

1. The injury is sustained outside New Zealand territory on a trip while riding as a passenger or boarding or alighting the plane, tourist bus, train or ferry.
2. When, by reason of an accident specified in 1 above, a cardholder is unavoidably exposed to the elements and, as a result of such exposure, suffers an injury for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this Policy.
3. If the body of the cardholder has not been found within one year of the date of his/her disappearance arising out of an accident which would give rise to a loss as specified in 1 or 2 above, it will be presumed that the cardholder suffered loss of life as a result of bodily injury caused by the accident at the time of his/her disappearance.
4. A benefit payable under this Policy will be paid to the injured cardholder or, in the event of the cardholder's death the benefit will be paid to their legal representative.

## **Exclusions**

This Policy does not cover any loss, fatal or non-fatal, caused by or resulting from:

- travel purchased prior to 1 November 2003,
- suicide or self-destruction, or any attempt at suicide or self-destruction, while sane or insane,
- a hijack or war or war-like hostilities,
- any act of terrorism,
- radioactive contamination,
- consequential loss or damage, punitive damages, or
- an intentional or illegal or criminal act of:
  - the cardholder, or
  - a person acting on the cardholder's behalf, or
  - the cardholder's designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

## Schedule of Benefits

When an accident results in any of the following injuries within one year after the date of the accident, Zurich will pay the amount shown opposite the said injury.

If more than one injury results from one accident, only the Benefit Amount for the greater injury will be paid.

Injury	Benefit Amount
Loss of life	NZ\$100,000
Both hands or both feet	NZ\$100,000
One hand and one foot	NZ\$100,000
The entire sight of both eyes	NZ\$100,000
The entire sight of one eye and one hand or one foot	NZ\$100,000
One hand or one foot	NZ\$50,000
The entire sight of one eye	NZ\$50,000

## Limits on what we pay...

The most Zurich will pay in claims under this Policy, that result from one incident (eg. a bus crash) is NZ\$350,000 regardless of the number of cardholders, injured in the incident.

This means that if as a result of one incident a number of cardholders were injured, Zurich would pay each on a proportional basis (using the above schedule) up to a total of NZ\$350,000. Therefore if say 4 cardholders lost their lives in the same bus crash, Zurich would pay NZ\$87,500 to each of their legal representatives.

## Claims Procedures

Please do not contact Westpac in the event of a claim, as they are not involved in processing insurance claims.

1. Zurich does not hold or collect information about cardholders until a claim is made. Zurich will however need personal information about the cardholder to assess any claim. Zurich will, in relevant cases, disclose the personal information (other than sensitive information) to Westpac, Zurich's service providers and business partners.

Where relevant to assess the claim, Zurich will also disclose personal information including sensitive information such as health information to medical practitioners, other health professionals, reinsurers and legal representatives.

Zurich may also disclose personal information to Westpac (other than sensitive information such as health information) in order to allow Westpac to monitor the claims service that Zurich provides and to ensure persons are eligible for this insurance.

If the cardholder does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the cardholder access to their personal information on request.

2. In the event of learning of an occurrence likely to result in a claim being made the cardholder (or their legal representative) must:

- Contact Zurich on 0800 443 558 within 30 days of learning of the occurrence likely to result in a claim. A written loss report may be required and if so, should be returned within 30 days of receiving the loss report.

*Note: Failure to report an event likely to result in a claim or to fully complete and return to Zurich the loss report (if required) within the times stated above may result in denial of the claim.*

- At his or her expense, furnish all certificates, information and evidence reasonably required by Zurich and they should be in such a form and of such a nature as Zurich may reasonably prescribe. In the event of any claim being based on the death of a person Zurich may require that a post-mortem examination be conducted at its own expense.
- Give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.

3. Zurich as a member of the Insurance Council of Australia Limited, subscribes to the General Insurance Code of Practice, which sets out standards of best practice. Therefore if a cardholder or their legal representative is unhappy with any service issue or the settlement of a claim, they may have the matter referred to the internal dispute resolution committee of Zurich. This committee consists of senior managers who will review the decision.

If the cardholder or their legal representative still disagrees with the final decision of Zurich, they can ask the Insurance Enquiries and Complaints Limited (IEC), ABN 23 062 284 888 (within their terms of reference) to review the decision of Zurich. This is a free service provided by an independent organisation. The cardholder or their legal representative is not bound by the IEC's decision, however Zurich is bound to act immediately on their decision.