



Travel Insurance
Seasonal Worker Insurance

Policy Wording

Effective 1 March 2024

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Experience NZ - Seasonal Worker Travel Insurance Policy

This Policy Wording applies to all policies purchased on or after 1 March 2024.

Welcome

Thank you for choosing **our** policy to protect **you**. This policy:

- has been carefully prepared to provide **you** with insurance cover while **you** are in New Zealand and while **you** are in **transit** between New Zealand and **your country of origin**, and
- includes travel to Australia and the **South Pacific** for short periods as long as **your journey** includes a period of time in New Zealand.

Under this plan **you** can elect to insure **your** property or choose to leave property excluded from the cover.

We have taken care to write the policy so that it is easy to read and understand. Please read this policy carefully and call OrbitProtect immediately if **you** have any questions about the policy.

If **you** are calling from:

- within New Zealand, telephone 0800 478 833 or
- outside of New Zealand, telephone +64 3 434 8151 (reverse charge).

YOU MUST READ ALL SECTIONS OF THIS POLICY CAREFULLY.

They tell **you** important information about the benefits of this policy, what **you** are covered for, what **you** are not covered for and any conditions on which the cover is dependent.

Eligibility

This OrbitProtect policy is available to everyone travelling to New Zealand who does not hold New Zealand Residence status.

Cover Continuity

If, during **your** time in New Zealand, **you** have more than one employer, **you** may need more than one OrbitProtect policy to cover the visa period. In that situation and as long as **we** have agreed to provide policies that run consecutively, all admissible claims will be settled as if only one policy covering the visa period had been issued.

Free Look Period

If **you** cancel this policy for any reason within the free look period which is within 7 calendar days of the date of purchase, **we** will give **you your** money back.

Our money back guarantee ensures a refund of the entire premium unless **you** have already:

- received a claim payment from **us**, or
- departed on **your journey**.

If **you** wish to cancel **your** policy and receive a full refund, please contact OrbitProtect within the free look period.

How to Contact Us

For enquiries, emergencies and claims, please contact OrbitProtect on:

- 0800 478 833 if **you** are calling from within New Zealand
- +64 3 434 8151 (reverse charge) if **you** are calling from overseas.

In the event of a claim please also refer to 'MAKING A CLAIM ON THIS INSURANCE' in this policy wording.

Benefits Summary

You are covered in New Zealand, but where else does cover apply?

If you travel from...	then you are covered for a maximum of...
Your country of origin to New Zealand and return	9 days in transit for any one trip (including stopovers)
New Zealand to Australia and the South Pacific	31 days per trip during the period of insurance

Cover Benefits

Cover limits (NZ\$)

Section 1 - Personal Effects Cover	
Luggage is not automatically covered. Two options are available (additional premium applies):	
Option 1 - General Luggage Maximum cover on any item, pairs or sets of items is \$1,000	Up to \$5,000, or
Option 2 - Specified Items Maximum cover on any item, pairs or sets of items is \$10,000	Up to \$30,000
Loss or damage of personal documents	Up to \$1,000
Theft of money	Up to \$500
Section 2 - Medical Cover	
Medical expenses	\$Unlimited# #expenses must be incurred within 12 months of disablement .
Other persons' travel and accommodation costs to travel to be with you	Up to \$100,000. A daily accommodation limit in New Zealand of \$250 to a maximum of \$5,000
Home nursing care whilst disabled	Up to \$50,000
Your extra travel/accommodation expenses	Reasonable costs up to \$30,000
Evacuation/return to country of origin if you become disabled	Unlimited for the travel expenses involved. Up to \$20,000 for continuing medical costs
Funeral and cremation, or returning remains to your country of origin	Up to \$100,000
Accidental death	\$10,000
Death from coronary artery disease	\$10,000
Emergency dental treatment	Up to \$350 (increased to \$1,500 for dental injury if covered by ACC in New Zealand)
Section 3 - Disrupted Travel Cover	
Additional international travel and accommodation costs if travel plans are disrupted by strikes, weather, etc.	Up to \$10,000
Hijack allowance	Up to \$10,000
Additional costs to return home to Country of origin and back to New Zealand if immediate family member becomes seriously ill or dies unexpectedly	\$2,500 per claim \$5,000 in the plan period
Missed connection costs	Up to \$10,000
Legal costs for false arrest and/or wrongful detention	Up to \$10,000 (not in country of origin)
Travel delay	Up to \$3,000 The maximum daily limit is \$400 per day.
Section 4 - Loss of Deposits	
Cancellation of travel arrangements	Up to \$50,000
Section 5 - Personal Liability	
Legal liability for accidental death or injury or property damage	Up to \$2,500,000

IMPORTANT: This table should be read in conjunction with the conditions, exclusions, limits, sub-limits and aggregate limits that apply to particular benefits in the Policy Wording.

Introduction

What you and we agree to

By taking out this insurance policy **you** are making a legal contract. This means **you** agree to meet certain obligations and conditions. In return, **we** agree to provide specified insurance cover.

You agree to:

- pay the premium (including any government levies and taxes), and
- meet all obligations and conditions of the contract.

In return for this **we** agree to provide the insurance cover that is explained in the Policy Wording.

The parts of this policy wording

Your policy consists of the following parts:

THE POLICY WORDING

This provides details about:

- the cover provided, and
- all the obligations and conditions connected with the policy.

THE CERTIFICATE OF INSURANCE

This is a separate document and/or an identification card that goes with the Policy Wording and shows the:

- specific details of **your** insurance
- commencement date
- **period of insurance**
- premium paid for the insurance, and
- amounts **you** are insured for.

Currency

All sums insured specified in this policy are in New Zealand dollars.

Policy cancellation

You can cancel this policy at any time by giving **us** written notice. If **you** cancel this policy within 7 calendar days of the date the policy was issued to **you**, **you** will be given a full refund provided **you** have not received a claim payment from **us**.

If **you** cancel this policy after 7 calendar days of the date the policy was issued to **you** and **you** have not received a claim payment from **us**, **we** will retain the proportion of the premium for the period the policy was in force and refund any unused premium based on a pro rata temporis calculation, less an administration and documentation fee of 20% of the original table premium.

If at any time **you** have:

- failed to comply with **your** 'Duty of Disclosure'
- made a misrepresentation to **us**
- given **us** false information, documentation or statements
- defrauded or attempted to defraud **us**
- failed to comply with a relevant provision of the Policy, or
- failed to notify **us** of matters as required by the Policy

We may:

- avoid the Policy from the beginning or cancel the Policy, and/or
- reduce **our** liability to **you** for any claim.

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

- **we** will not pay claims
- **we** may retain any premium paid, and
- **your** cover and the cover of all insureds listed on **your** Certificate of Insurance will end.

Extension of period of cover

If an event covered under this policy results in a delay outside of **your** control:

- where **you** are required to suspend **your** journey on the advice of a **registered medical practitioner**, or
- to any vehicle, vessel or aircraft in which **you** are travelling as a ticket holding passenger which results in **your** journey not being completed during the **period of insurance**,

this policy is extended to allow **you** to complete **your** journey by the next available and convenient transportation.

Important Information

Who is the insurer?

The insurer of this product is nib nz limited.

References to 'Us', 'We' and 'Our' in this Policy Wording refer to nib nz limited.

Refer to nib.co.nz to see our latest financial strength rating.

Who is OrbitProtect?

OrbitProtect Limited administers the policy (including customer service, medical assessments and claims management) and will usually arrange or the issue of the insurance, either directly or through one of OrbitProtect'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 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 reasonable person deciding whether to buy this insurance, may be found on orbitprotect.com. **You** can obtain an electronic copy of any updated information by calling 0800 478 833 (within New Zealand), or +64 3 434 8151 outside of New Zealand.

Your duty of disclosure

You have a legal duty of disclosure to **us** whenever **you** apply for or change an insurance policy.

WHAT YOU MUST TELL US

You have a general duty to disclose to **us** everything that **you** know, or could reasonably be expected to know, is relevant to **our** decision 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, or
- in respect of which **we** have waived **your** duty.

IF YOU DO NOT TELL US SOMETHING

If **you** do not tell **us** anything **you** are required to tell **us**, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

YOUR GENERAL DUTY APPLIES TO CHANGES

Your general duty applies in full when **you** change or reinstate the insurance policy.

WHO NEEDS TO TELL US

It is important that **you** understand **you** are disclosing to **us** and answering **our** questions for **yourself** and anyone else **you** want to be covered by the policy.

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 our privacy policy refer to nib.co.nz/privacy-policy

ORBITPROTECT PRIVACY OFFICER

OrbitProtect Ltd

Mail: PO Box 2011, Christchurch 8140, New Zealand

Email: service@orbitprotect.com

Call: (within NZ) 0800 478 833
(outside NZ) +64 3434 8151

Website: orbitprotect.com

NIB NZ LIMITED PRIVACY OFFICER

nib nz limited

Email: privacyofficer@nib.com.au

Call: 0800 123 nib (0800 123 642)

Website: nib.co.nz/privacy-policy

Data sharing consent

In order to provide a seamless insurance service globally, OrbitProtect transfers data to nib nz limited, the Insurer. nib nz limited may transfer any data it has received from and any data it holds on **you** ('policyholder') to other members of the nib holdings limited Group and reinsurance companies located in the country of the policyholder or abroad.

OrbitProtect, nib nz limited 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 nib's global insurance service delivery.

If OrbitProtect or their agent is acting on **your** behalf, nib nz limited is authorised to use, process and store data of the policyholder received from OrbitProtect or such agent, and to forward to OrbitProtect or such agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

OrbitProtect or nib nz limited may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of **loss** or damage.

Mail: nib nz limited
PO Box 91630, Victoria Street West
Auckland 1142

Resolving complaints

If **you** think **we** have let **you** down in any way, or **our** service is not what **you** expect (even if through one of **our** representatives), please tell **us** so **we** can help. If **You** have a complaint:

Contact OrbitProtect by phone on 0800 478 833 (within NZ) or +64 3 434 8151 (outside of NZ), or email service@orbitprotect.com

You will be put in contact with someone who can help resolve **your** complaint.

We aim to resolve **your** complaint fairly and promptly. However, if **you** are not satisfied **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: Insurance & Financial Services Ombudsman
PO Box 10-845 Wellington 6143
New Zealand

Call: 0800 888 202 or +64 (04) 499 7612

Fax: +64 (04) 499 7614

Website: ifso.nz

Email: info@ifso.nz

Policy Definitions

Certain words in this policy have a specific meaning. These words are listed below, along with their definition (specific meaning). The definitions also apply to the plural and derivatives of the listed words, (for example, the definition of **'accident'** also applies to **'accidents'**, **'accidental'** and **'accidentally'**).

Accident

means a happening or event that is unexpected and unintended from **your** point of view.

Act of Terrorism

means either:

- an act, including but not limited to the use of force or violence and/or 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, ethnic 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, or
- an act involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

Cheating

means whoever, by deceiving any person fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property

Country of origin

means the country where **your** home is, and from which **you** have travelled to New Zealand.

Cyber attack

means the actual or attempted unauthorised, malicious or criminal act involving accessing, processing or use of or operation of any computer (software or hardware), that causes partial or total unavailability or failure or damage of any computer network or system or data.

Disablement

when referring to **you**, means:

- an **accidental injury** or **illness** that requires treatment or investigation by a **registered medical practitioner** or dentist, and

when referring to a **relative**, means:

- a life-threatening **accidental injury** or **illness** that first appears during the **period of insurance**.

'**Disability**' and '**disabled**' have the same meaning.

Epidemic

means a fast-spreading contagious or infectious disease or **illness** in an area as documented by a recognised public health authority.

Event

means a single or a series of circumstances which have the same cause and results in a claim.

Excess

means the amount of the claim **you** must meet or a contribution **you** must make. It is not covered by this insurance, and **we** will deduct it from the claim.

Financial failure

means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory provision or anything of a similar nature.

Illness

means a sickness or disease that first manifests itself during the **period of insurance**.

Injury

means an internal or external bodily **injury** caused solely and directly by:

- violent, **accidental**, external and visible means, or
- medical misadventure, and
- that first manifests itself during the **period of insurance**.

Journey

means **your** travel, once or multiple times, to New Zealand from **your country of origin** and return, including stopovers in other **overseas** countries, commencing once **you** have left **your country of origin** and ceases on the expiry date shown on **your** Certificate of Insurance or on **your** arrival back in **your country of origin**, which ever occurs first.

If during the **period of insurance you** return to **your country of origin** for a short term visit only, then cover under this policy is limited to **Loss** of Deposits (policy section 4) and Accommodation / travel (policy section 3.1) for the period **you** are there. Full cover recommences once **you** leave again for New Zealand.

Loss

means a physical loss, damage or destruction.

Luggage

means **your** baggage and personal effects that are taken with **you** or purchased by **you** when travelling during **your journey**.

Overseas

means a country **you** have a stopover in, not exceeding nine days in **transit**, or thirty one days for Australia or islands of the **South Pacific** but not including **your country of origin** and New Zealand.

Pandemic

means an **epidemic** that is expected to affect an unusually large number of people or involves an extensive geographic area.

Period of insurance

means the period within which **your** policy coverage is effective. Cover start dates vary with policy sections and should be read in conjunction with the terms and conditions of each policy section:

- Section 4 Loss of Deposits:
In respect of costs relating to **your** travel arrangements and any other non recoverable deposits paid for arrangements made that fall into the **period of insurance**. Cover starts from when the premium is paid to **us** and cover is confirmed by the issue of **your** Certificate of Insurance.
- All other Sections:
In respect of all other Sections, cover starts from the time **you** commence **your journey** and ceases on **your** arrival back in **your country of origin** or the expiry date shown on **your** Certificate of Insurance (whichever occurs first).
This effective date is modified to read as follows if **you** are moving from an alternative insurer to this policy during **your** time in New Zealand:
All other Sections
In respect of all other Sections, cover starts from the time **you** commence **your journey** on or after the start date shown on **your** Certificate of Insurance and ceases on **your** arrival back in **your country of origin** or the expiry date shown on **your** Certificate of Insurance (whichever occurs first).

Pre-existing medical condition

means a medical or physical condition or circumstance that exists prior to the **period of insurance** in respect of which:

- **you** or the person concerned is aware of, or ought to have been aware of
- advice, care, treatment, medication or medical attention has been sought, given, or recommended
- have been diagnosed or indicative of a medical condition
- are of such a nature to require, or which potentially may require medical attention, or
- are of such a nature as would have caused a prudent, reasonable person to seek medical attention.

In respect to **you** only, any medical condition, disease or **disability** not otherwise excluded that **we** would consider to be a **pre-existing medical condition** that developed during the currency of a previous OrbitProtect policy is automatically insured under this policy provided there is unbroken OrbitProtect coverage from the date the condition, disease or **disability** developed.

Public place

means any area to which the public has access (whether authorised or not).

Registered medical practitioner

means a person, acceptable to **us**, who:

- is not **you**, **your relative**, business partner or associate, and
- in New Zealand, is a doctor registered with the Medical Council of New Zealand and practising as a medical practitioner in New Zealand, or
- being **overseas** or in **your country of origin**, is a registered and practising as a medical practitioner in the country where **you** require treatment.

Relative

means **your**:

- spouse, de facto partner, fiancé, fiancée
- child, step-child, grandchild
- brother, sister, brother-in-law, sister-in-law, or
- parent, step-parent, grand parent, guardian, parent-in-law.

South Pacific

means any of the following destinations:

American Samoa, Cook Islands, Fiji, French Polynesia, Kiribati, Lord Howe Island, New Caledonia, Niue, Norfolk Island, Samoa, Tonga, Tuvalu, Vanuatu.

Specified

means the item or items of **luggage you** have detailed on **our** application form, are noted on the Certificate of Insurance and **you** have paid an additional premium for.

Transit

means travel including diversions to a maximum of nine days to New Zealand enroute to or from **your country of origin**.

Unattended

means:

- **You** did not observe the loss/theft, or
- At a distance from **you** such that **you** do not have a good chance of preventing any attempted theft.

We

means nib New Zealand. '**Our**' and '**us**' have the same meaning.

You

means the person(s) shown in the Certificate of Insurance as the 'person insured' shown in the Certificate of Insurance. '**Your**' and '**yourself**' have the same meaning.

General conditions applying to this policy

1. Excess

The **excess** is the first amount of a claim **we** will not pay for. An **excess** of \$50 in total applies to any claim arising from a separate event, except as noted below:

- a. Section 2 (1-10) Medical Expenses, no **excess** payable
- b. Section 3.3 Early Return Home, no **excess** payable
- c. Section 3.6 Travel Delay, which is subject to a 6 hour time delay, no **excess** payable.

2. Your general obligations

As well as the specific conditions and obligations explained in the different sections of this policy, there are also general obligations that apply to all sections. These are listed below:

- a. **Your** obligation to meet all conditions and obligations
You must comply with all the conditions and obligations of this contract. If **you** don't, **we** will not pay **your** claim.
- b. **Your** obligation to tell the truth
You must ensure that all statements **you** make on the following forms (or any other statements, declarations or information that **you** supply to support them) are true and correct:
 - the application, variation or proposal form, and
 - the claim form.
- c. **Your** obligation to avoid **loss** or liability
 - i. **You** must take reasonable care at all times to:
 - make sure that all property covered by this policy is kept safe and protected from possible **loss**, and
 - avoid any **accident** for which **you** could be held legally liable.
 - ii. **You** must not intentionally or recklessly cause **loss**:
 - to any property covered by this policy, or
 - for which **you** could be held legally liable.
 - iii. **You** must not allow or permit anyone else to cause **loss** or liability in any way.

Some sections of this policy can cover other people as well as **you**. To gain the benefit of any cover, they must also meet all the relevant conditions and obligations that **you** are required to meet.

3. Policy limits

Where a sum insured is shown in any section of this policy, that amount is the most **we** will pay under that section.

All sums referred to under this policy are in New Zealand dollars.

Unless otherwise stated benefits apply per person and are based on a maximum period of insurance of 365 days from the start date on **your** certificate of insurance. Benefit limits apply to **your** policy regardless of:

- whether **your period of insurance** is a different period, and
- the number of policies **you** arrange with over those 365 days.

4. Goods and services tax (GST)

Where any part of this policy specifies any of the following:

- a. sum insured
 - b. **excess**
 - c. sub-limits
 - d. maximum amount payable for any item or type of property, or
 - e. maximum amount payable for any type of **loss**,
- then these amounts include GST and any other taxes.

5. Fraud

We are not liable to pay any claim if **you**, or anyone authorised by **you**, use fraudulent means to:

- a. arrange or extend this policy, or
- b. make any claim against the policy.

6. Acts of Parliament

Where this policy refers to any Act of Parliament, it includes any regulations and amendments to that Act. It also includes any replacement Act or Regulation.

7. Insurance Law Reform Acts

The conditions, obligations and exclusions shown in this policy are subject to **your** rights under the Insurance Law Reform Acts.

8. New Zealand Jurisdiction

This policy is governed by New Zealand law. Any dispute relating to the policy will be determined by New Zealand Courts only.

9. Claims offset

There is no cover under this policy for any loss or event or liability which, but for this policy, would be or is covered under any other insurance policy, health or medical scheme or Act of Parliament or to the extent that free health care or treatment is readily available in New Zealand or under any reciprocal health agreement between the Government of New Zealand and the Government of any other country or is payable by any other source or a Health Insurance Policy obtained as a condition of **your** entry visa into New Zealand. **We** may, unless prohibited or precluded by any law of any country relevant to the loss or event or liability, however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or reciprocal health agreement or such other source and what **you** would be otherwise entitled to recover under this policy.

10. Terms of cover

The issuing of a policy shall be at **our** sole discretion. **We** may decline to offer cover or choose to offer cover on different terms and conditions, regardless of whether cover has been offered previously.

11. 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.

12. Automatic reinstatement of sums insured

In the event of a covered **loss** or damage, **we** will automatically reinstate the sum insured during the **period of insurance** in respect of Section 1: Personal Effects Cover and Section 2.10 Emergency dental care.

Note: **you** must have paid the additional premium for optional cover of general **luggage** or **specified** items.

Making a claim on this insurance

What you must do first

As soon as **you** are aware of any event that is likely to result in a claim under any section of this policy, **you** must follow all instructions listed below that apply to **you**.

- Contact OrbitProtect on 0800 478 833 or +64 3 434 8151 reverse charge (if overseas) if **you**:
 - are going to be hospitalised
 - plan to cut short or alter **your** travel arrangements because of any medical condition, or
 - have lost all **your luggage** or money.
- Notify OrbitProtect as soon as possible (or at the latest within 21 days of **you** becoming aware of any incident which gave rise to a claim under this policy).
- Take prompt steps to minimise any **loss** or liability and avoid any further **loss** or liability.
- Report to the police or relevant authorities within 24 hours if **you** suspect that **you** have been the victim of burglary, theft, arson or intentional damage. A written report must be obtained at that time.
- Inform the police or relevant authorities within 24 hours about any **loss** of property. A written report must be obtained at that time.
- Take reasonable steps to obtain details of any other person, property or vehicle involved, and witnesses.
- Lodge a written claim against any person, party, hotel or transport provider that may be legally liable.
- In the case of **injury** within New Zealand covered by the Injury Prevention Rehabilitation and Compensation Act 2001, **you** must take all necessary steps to make and follow up a claim with the ACC.
- Obtain an 'Irregularity Report' from Transport providers where they are responsible for **your loss** or damage to **your luggage**.

To make a claim under this policy, **you** must then follow the instructions provided under 'The claims process' section in this policy.

What you must not do

You must not:

- admit responsibility for any **accident**
- dispose of any property that **you** intend to claim for, or
- say or do anything that may prejudice **our** ability to:
 - defend any claim made against **you**, or
 - make recovery from any other person who may be responsible for **your** claim.

The claims process

1. MAKING A CLAIM

To make a claim, **you** must:

- fully complete **our** Claim Form (online at www.orbitprotect.com) as soon as possible
- give **us** free access to examine and assess the claim
- provide any other information or assistance that **we** reasonably request to support **your** claim
- send any letter of demand or court documents that **you** receive relating to the claim to **us** immediately
- provide a statutory declaration to verify the claim (if **we** request it)
- submit to examination under oath by any person **we** nominate (if **we** request it), and
- authorise disclosure to **us** of any personal information about **you** held by any other parties, which is relevant to the claim.

After **you** have made a claim, **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend or settle any liability. If **we** do this, it will be at **our** expense.

We may decide at any time to pay **you**:

- the total sum insured under Section 5 Personal Liability Cover, or
- any lesser amount for which a claim against **you** can be settled as full settlement of any claim under that Section.

If **we** do this, **we** have no further liability to **you**, except for any legal costs **you** have incurred up to the time of **our** payment.

2. ONCE THE CLAIM IS ACCEPTED

After **we** have received a claim under this policy, **we** have the right to take over (in full) any legal rights of recovery **you** have. If **we** do this, **we** may exercise these rights for **our** own benefit, and at **our** own expense, and **you** must fully cooperate to allow **us** to do this.

If any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must:

- tell **us** immediately, and
- return the property to **us** if **we** request it.

We have the right to keep any property for which **we** have paid a claim, including any proceeds of its sale.

The Benefits

SECTION 1: PERSONAL EFFECTS COVER

1.1 Luggage (optional cover)

You have NO automatic cover under this policy for **your luggage**, but there are two optional covers available to **you**. If **you** have purchased one of the two following options it will be noted on **your** Certificate of Insurance:

a. Option 1 – General Luggage

If **you** have elected to cover **your luggage** the maximum **we** will pay is up to \$1,000 per item, sets or pair of items that are not **specified**, with a maximum of \$5,000 in total for all items that are not **specified** on **your** Certificate of Insurance. If **your luggage** suffers **accidental loss** during the **period of insurance**, **we** will at **our** option:

- repair it
- replace it, or
- pay **you** an amount that covers **your loss** (taking into account depreciation and wear and tear for clothing or footwear more than one year old) up to a maximum of \$1,000 per item, set or pair of items, except for:
 - any **specified** items **you** have chosen to include on **your** Certificate of Insurance, for which **we** will pay up to the limit noted on the Certificate of Insurance up to a maximum of \$10,000 per item and \$30,000 in total.

b. Option 2 – Specified items of Luggage

If **you** have elected **specified** items cover and if an item of **luggage** suffers **accidental loss** during the **period of insurance**, **we** will at **our** option:

- repair it
- replace it, or
- pay **you** an amount that covers **your loss** (taking into account depreciation and wear and tear for clothing or footwear more than one year old) up to the amount shown for the item in **your** Certificate of Insurance but not more than \$10,000 for any one item, set or pair of items and to a maximum of \$30,000 in total.

1.2 Personal Documents

We will pay **you** up to \$1,000 to cover the non-recoverable cost of replacing personal documents (including credit cards) that are:

- a. stolen or suffer **accidental loss**, or
- b. used by an unauthorised person during the **period of insurance**.

1.3 Personal Money

We will pay up to \$500 to cover the theft or **accidental loss** during the **period of insurance** of **your** personal money, including

- a. bank notes
- b. coins, or
- c. monetary vouchers used for the **journey**.

What we will not pay for under Section 1

Also refer to: General exclusions pages 17
Policy conditions pages 10-11

We will not pay for:

1. the electrical or mechanical breakdown of any article.
2. the scratching or breakage of:
 - a. fragile articles
 - b. brittle articles, or
 - c. electronic componentsunless the scratching or breakage is caused by a collision involving a vehicle in which **you** are travelling. (Note: this exclusion does not apply to spectacle lenses, binoculars and photographic or video equipment).
3. wear and tear, deterioration, or **loss** caused by:
 - a. atmospheric or climatic conditions
 - b. any process of cleaning, repairing, restoring or altering, or
 - c. faulty workmanship.
4. the **loss** or theft of **luggage** that **you** chose to leave **unattended** in a **public place** or any place to which the public has access.
5. the theft of **luggage** from an unlocked vehicle.
6. more than \$10,000 in total for **luggage** that is left in a locked but **unattended** vehicle.
7. The **loss** of a bicycle or sports equipment while in use.
8. **loss**, theft or damage of drones (including attached and unattached accessories) whilst in use.
9. unaccompanied **luggage** or **luggage** that is shipped under any air, road, marine or postal freight contract.
10. tools of trade, or travellers samples used for business.
11. the **loss** in value or shortage of money caused by mistakes or omissions by any person or currency fluctuation.
12. any **loss** of bullion.
13. the unauthorised use of credit cards where the personal identification number (PIN) has been used to access funds.
14. the **loss** or theft of personal money or personal documents (including bank notes, coins, monetary vouchers and credit cards) if at the time of **loss** they are not:
 - a. under **your** personal supervision from **your** person
 - b. in a securely locked building or part of a building or securely locked vehicle, or
 - c. contained in a securely locked safe or strong room in any unlocked building or part of a building.
15. for any loss or damage caused by or attributed to the act of **cheating** by any person.

SECTION 2: MEDICAL COVER

2.1 Medical expenses

During **your journey** we will pay for **your** reasonable medical expenses (including ambulance, hospital, surgical and medical treatment fees) provided that:

- a. **you** incur the expenses as a result of becoming **disabled** by **accidental injury** or **illness**
- b. the **injury** or **illness** occurs or first arises during the **period of insurance**, and
- c. **you** incur the expense within 12 months of the date of **disablement**.

2.2 Travel/accommodation costs for people other than you

If **you** become **disabled** during **your journey** and are hospitalised, **we** will pay the travel and/or living expenses of up to two persons to travel to and/or stay with **you** while **you** are hospitalised provided that:

- a. **you** do not become **disabled** in **your country of origin**
- b. person(s) who travel(s) to/stay(s) with **you** is **your** spouse, **your** travelling companion(s) or other nominated person(s) who have been approved by **us**
- c. a **registered medical practitioner** provides written advice that it is necessary for someone to be with **you**
- d. the expenses of person(s) who travel(s) to and/or stay(s) with **you** is/are of the same standard or fare class as those originally utilised by **you** for **your** trip (unless **we** agree in writing to a fare upgrade)
- e. the maximum benefit payable does not exceed \$100,000
- f. the maximum living expenses benefit is \$250 per day, and \$5,000 in total, and
- g. the expenses don't include any costs incurred once **you** have returned to **your country of origin**.

2.3 Home nursing care whilst disabled

We will pay up to \$50,000 for the cost of care provided by a registered nurse (if this is required by the **registered medical practitioner** attending **you**) immediately following **your** discharge from a hospital after having had treatment covered by **us**.

2.4 ACC payments in New Zealand

If **you** suffer an **injury** while in New Zealand **you** must first apply to ACC (Accident Compensation Corporation) for treatment. Where **your** costs are not fully met by ACC **we** may top up any payments to meet **your** incurred costs. However, **we** will not make any payments where **you** do not take all reasonable steps to pursue **your** claim through ACC. Where ACC provides cover for an **injury**, **you** must obtain their prior approval for the provision for treatment in hospital.

If **we** accept **your** claim **we** will pay the difference between what **you** are entitled to recover from ACC and what **you** are covered for under this policy.

If **your** claim is declined by ACC in all or in part, **we** may at **our** discretion pay **you** for the incurred cost of treatment that are covered under this policy provided **you** give **us** all necessary documentation showing that **your** claim has been declined, and any other relevant documentation from ACC.

2.5 Your extra travel/accommodation expenses

If **you** become **disabled** during **your journey**, **we** will pay for **your** additional travel and/or accommodation expenses while **you** are **disabled**, provided that the expenses:

- a. are a reasonable amount
- b. are of the same standard or fare class as those originally selected by **you** for **your** trip (unless **we** agree to a fare upgrade in writing), and
- c. don't include any costs that **you** incur:
 - i. after **you** have resumed **your journey**, or
 - ii. once **you** have returned to **your country of origin**
- d. the maximum benefit payable does not exceed \$30,000

2.6 Evacuation/return home

If **you** become **disabled** while in New Zealand or **overseas**, during the **period of insurance** and we deem it medically appropriate for **you** to be evacuated to another location (including another country) to receive medical treatment, **we** will pay:

- a. the actual and reasonable evacuation transport and travel expenses, and
- b. up to \$20,000 for **your** reasonable, necessary continuing medical costs incurred as a direct result of the medical event causing **your disablement**, for a period of up to 12 months.

The following conditions must be met under Section 2.6:

1. **You**, or someone acting on **your** behalf, must contact **us**, so **we** can assess **your** medical reasons and decide if it is medically necessary for **you** to be repatriated/evacuated.
2. The decision to evacuate or return is made by **us**.
3. If **we** agree that it is medically necessary to repatriate/evacuate **you**, **we** will decide:
 - a. the destination that **you** return or evacuate to
 - b. the method and route of **your** repatriation, taking into account **your** original travel itinerary and medical requirements.
4. The **registered medical practitioner** who attends **you** at the time of the **disablement** provides written advice that the return or evacuation is medically necessary and that **you** are fit to travel.
5. The travelling expenses that **you** incur are of the same standard or fare class as those originally selected by **you** for **your** trip (unless **we** agree to a fare upgrade in writing).
6. **You** already have a return ticket between New Zealand and **your country of origin**.

2.7 Funeral and cremation

Should **you** death occur in New Zealand or **overseas**, but not in **your country of origin**, during the **period of insurance**, **we** will pay up to \$100,000 to cover:

- a. **your** reasonable **overseas** or New Zealand funeral or cremation costs, or
- b. the cost of returning **you** remains to **your country of origin**, including the reasonable travel costs of up to two people to accompany **you** remains back to **your country of origin**.

2.8 Accidental death

We will pay **your** estate \$10,000 if **you** sustain an **injury** that results in **your** death provided that:

- a. **your** death occurs within 12 months of the **injury** being sustained
- b. the **injury** occurs during the **period of insurance**, and
- c. the **injury** was sustained during **your journey**.

2.9 Death from coronary artery disease

We will pay **your** estate \$10,000 if **you** first develop a Coronary Artery disease that results in **your** death provided that:

- a. this first manifests itself during **your journey** to New Zealand
- b. it is diagnosed during the **period of insurance**, and
- c. **your** death occurs within six months of the condition diagnosis.

2.10 Emergency dental care

We will pay up to \$350 per event for **your** reasonable emergency dental treatment costs to **your** natural teeth, performed by a dentist providing these costs are incurred due to seeking treatment for:

- a. relief from sudden and acute pain by the application of antibiotics, temporary dressings (being dressings intended to last about six to eight weeks) or extraction, or
- b. **injury** to **your** teeth **overseas** (not in New Zealand). If a dental **injury** occurred in New Zealand and is covered by ACC (Accident Compensation Corporation), the \$350 limit is increased to \$1,500 per event.

We do not pay for the extraction of:

- wisdom teeth
- baby teeth (primary teeth)

What we will not pay for under Section 2

Also refer to: General exclusions pages 17
Policy conditions pages 10-11

We will not provide **you** with cover:

1. if **you** travel against medical advice.
2. if **you** travel for the purpose of obtaining medical treatment.
3. for ongoing medical costs in excess of \$5,000 if **you** become **disabled** but decide not to return to **your country of origin**, when **our** medical advisors believe it is safe for **you** to do so. This limitation of \$5,000 is the combined value of medical costs of one or multiple disablements.
4. if **you** take any action contrary to the advice of a **registered medical practitioner** who attends **you** if **you** become **disabled**.
5. for any ongoing maintenance treatment of **pre-existing medical conditions** in excess of \$500 whether or not the condition has been approved and noted on the policy. This limitation of \$500 is the combined value of maintenance costs for one or multiple **disablement** during the **period of insurance**.
6. for new or ongoing medical treatment for a **disablement** that occurs during the **period of insurance**, if **you** decide not to return to **your country of origin** at the end of the **period of insurance**.
7. for ongoing physiotherapy or manipulative therapy to treat a **disablement**, unless this is recommended in writing by the treating **registered medical practitioner**.
8. for any medical, hospital or dental treatment provided to **you** in **your country of origin** unless this treatment is provided after **you** have been medically evacuated and the costs are approved by **us** in writing (and then for an amount not exceeding \$20,000).
9. for cosmetic treatment or surgery.
10. for optical aids or related eye testing.
11. if **you** elect not to follow the rehabilitation plan provided by **us**.

SECTION 3: DISRUPTED TRAVEL COVER

3.1 Accommodation/travel cover

We will pay up to \$10,000 for any reasonable unexpected travel accommodation and meal costs **you** incur during **your journey** because of the following disruptions, provided that they occur during the **period of insurance**:

- a. **Your** carrier cancels, cuts short, delays, or diverts a scheduled service because of riot, strike, civil commotion, hijack, natural disaster, collision or severe weather conditions.
- b. **You** accidentally lose **your** passport or travel documents.
- c. **You** innocently or unknowingly breach any quarantine regulation.
- d. **Your** carrier is involved in a railway, motor vehicle, marine or aircraft **accident**, and the carrier provides written evidence of this.
- e. **You** or **your** travelling companion becomes **disabled**.

3.2 Hijack allowance

If the public transport on which **you** are travelling is seized both forcibly and violently during the **period of insurance** for the purpose of theft, extortion, propaganda or other illegal reason, **we** will pay **you** a distress allowance of \$500 every 24 hours spent detained, up to a total amount of \$10,000.

3.3 Early return home and expatriation

If **you** must return early to **your country of origin** due to any of the following events, **we** will pay up to \$2,500 per claim and a maximum of \$5,000 during the **period of insurance** for **your** reasonable, additional travel costs:

- a. the unexpected death or sudden serious or life threatening **disablement** of a close **relative** aged 70 years or less, who lives in, and is a permanent resident of **your country of origin**.

If **you** wish to resume **your** original trip following a valid claim under this clause **we** will pay the reasonable additional costs of airfares to return **you** to the position **you** were in prior to **your** claim, provided that:

- b. **your** expatriation must take place within one month of the event that necessitated **your** early return home or before the expiry date of **your** permit to work in New Zealand, whichever occurs first, and
- c. at least 28 days of the original **period of insurance** was remaining when the event that necessitated **your** return occurred.

3.4 Missed connection

We will pay up to \$10,000 to connect **you** with **your** scheduled transport if **you** miss a pre-booked connection because **your** prepaid scheduled transport is cancelled, delayed or rerouted by **accidental** circumstances beyond **your** control, within 24 hours of the scheduled departure time, and during the **period of insurance**.

We will pay whichever of a) or b) below minimises the overall amount claimable under this policy:

- a.
 - i. the reasonable additional public transport costs (at the same fare class as originally booked) **you** incur to arrive in time to catch the pre-booked connection, and
 - ii. the cost of the unused prepaid connection less any refund or credit **you** are entitled to from the supplier of that connection, or
- b.
 - i. the reasonable additional public transport costs (at the same fare class as originally booked) incurred because **you** missed the pre-booked connection, and
 - ii. the cost of the missed pre-booked connection if it cannot be amended, less any refund or credit **you** are entitled to from the supplier of that connection.

3.5 Legal costs

We will pay up to \$10,000 to cover legal costs **you** incur because of:

- a. false arrest by any government or foreign power, or
- b. wrongful detention by any government or foreign power during the **period of insurance**, provided that this does not occur in **your country of origin**.

3.6 Travel delay

If **your** prebooked, prepaid transport is temporarily delayed during the **period of insurance** and at **your** point of departure in **your country of origin** and/or on **your** outward **journey** from New Zealand to **your country of origin** for at least 6 hours due to an **accidental** circumstance outside **your** control, **we** will reimburse **you**:

- a. the reasonable meal and additional accommodation (room rate only) expenses **you** incur, or
- b. the reasonable meal expenses and the cost of the unused, prepaid accommodation (if **you** have to pay for new accommodation) less any refund **you** are entitled to from the supplier of the original accommodation.

Our reimbursement will be up to \$400. **We** will also reimburse up to these limits again for each full 24 hour period that the delay continues beyond the initial 6 hour delay. The maximum benefit limit for this sub-section is \$3,000.

What we will not pay for under Section 3

Also refer to: General exclusions page 17.

Policy conditions page 10-11.

We will not cover any losses **you** incur if **your journey** is being changed or cancelled as a result of **cyber attack**.

SECTION 4: LOSS OF DEPOSITS

What we will pay

We will reimburse **you** up to \$50,000 for the non-refundable, unused portion of travel, accommodation or other deposits paid for in advance by **you** if **you** are unable to undertake or complete **your journey** (as determined by us) during the **period of insurance** because:

- a. of the unforeseen death or sudden serious or life threatening **disablement** by **injury** or **illness** of a **relative** aged 70 years or less happening after **you** have left **your country of origin**; or
- b. **you** suffer **accidental injury** or **illness**; or
- c. of any other unforeseen circumstance that is not excluded elsewhere in this policy and that is outside of **your** control.

What we will not pay for under Section 4

Also refer to: General exclusions pages 17
Policy conditions pages 10-11

We will not cover any losses **you** incur if **your journey** is cancelled because of the following reasons:

1. The **financial failure** of any of the following:
 - a. travel agent, travel wholesaler, booking agent
 - b. tour organiser
 - c. airline or other transport provider
 - d. rental vehicle agency
 - e. accommodation provider
 - f. tour or cruise operator or
 - g. any education provider.This exclusion extends to include the **financial failure** of any person, company or organisation with whom any of the above deals with.
2. Any act or omission by a travel agent.
3. Delays caused by carriers or rescheduling.
4. Prohibition or regulation by any government.
5. Any business, financial or contractual obligations.
6. A request of any **relative**.
7. **Your** change of plans or decision not to travel or take up any pre-booked arrangements.
8. Any losses **you** incur if **your journey** is being changed or cancelled as a result of **cyber attack**.

SECTION 5: PERSONAL LIABILITY COVER

5.1 Death, injury and loss of property

We will pay all sums that **you** are legally liable to pay as damages and compensation, for an **accidental**:

- a. **injury** (including death) of another person, and/or
- b. **loss** or damage to property that occurs while **you** are in New Zealand or **overseas** during the **period of insurance**.

The maximum amount **we** will pay is \$2,500,000.

5.2 Legal costs

Where there is cover under Section 5.1 above, **we** will pay:

- a. all legal costs awarded to any claimant against **you**, and
- b. any other reasonable legal defence costs that **you** incur up to \$2,500,000

The maximum **we** will pay under Section 5.1 and Section 5.2 is \$2,500,000 in total.

What we will not pay for under Section 5

Also refer to: General exclusions pages 17
Policy conditions pages 10-11

We will not pay any damages, compensation or legal costs for any liability arising from or connected with:

1. the death, **injury**, or **illness** of **you** or any **relative**, or any person employed by **you** or **your relative**.
2. the **loss** of property that is owned by **you** or any member of **your** family, or any person employed by **you** or **your relative**.
3. the **loss** of any property that is in **your** custody or control, unless it is property owned by any temporary accommodation provider, landlord or homestay and then limited to \$500,000.
5. any agreement **you** enter into, unless **you** would have been liable anyway, even without the agreement.
6. the ownership, possession or operation (whether by **you**, any member of **your** family, or any person employed by **you**) of any mechanically propelled vehicle (other than a bicycle), aircraft, drone, firearm or watercraft.
7. any land or building that is owned by **you** or any **relative**, or any person employed by **you**.
8. **your** business or work activities, trade or profession, including professional advice given by **you**, or any person employed by **you**.
9. seepage, pollution or contamination.

In addition there is no cover for:

10. judgements given by a Court outside New Zealand, unless the Court is in the **overseas** country where the **accident** giving rise to the liability occurs
11. liability that **you** agree to, unless that liability would have been established even if **you** had not agreed to it, or
12. liability involving punitive, exemplary or aggravated damages or any fine or penalty.

General exclusions applying to this policy

The following exclusions (things that are not covered) apply to all sections of the policy. They are in addition to the specific exclusions shown in each section.

We will not pay claims that arise directly or indirectly from any of the following events, actions or situations:

1. **Pre-existing medical conditions** whether **your** own or any other person's (including **your** relatives). This exclusion does not apply to the first \$500 of **your** treatment as defined under exclusion 5 in Section 2 or cover provided under Section 3.3 (Early return home and expatriation). **You** may apply for cover for **your** own **pre-existing medical conditions** which at **our** sole discretion **we** will determine whether to accept. If **we** accept cover **our** approval number will be noted on **your** Certificate of Insurance. However, this exclusion will not be removed from **your** policy as it will continue to apply to all other **pre-existing medical conditions** (**yours** and any other persons).
2. Claims directly or indirectly arising from:
 - a. pregnancy of **you** or any other person on or after the start of the 21st week of pregnancy, or
 - b. pregnancy of **you** or any other person where the problem arising is not an unexpected serious medical complication.
3. Claims directly or indirectly arising from childbirth or the health of a newborn child whatever the proximate cause of the claim is. This exclusion applies irrespective of the stage of pregnancy at which the child is born.
4. **Your** failure to act in a responsible manner and take all reasonable efforts to:
 - a. safeguard **your** property
 - b. avoid **accidental injury**
 - c. minimise any claim under this policy, and
 - d. avoid a claim under this policy by heeding a warning communicated by the general mass media about an intended strike, riot or civil commotion.
5. Motorcycling, unless:
 - a. the engine capacity is 200 cc or less
 - b. whilst in control of a motorcycle or moped **you** hold a current motorcycle licence that is recognised in New Zealand
 - c. whilst **you** are a pillion passenger the driver holds a current motorcycle licence that is recognised in New Zealand
 - d. **you** are wearing a helmet
 - e. **you** are not participating in a professional capacity
 - f. **you** are not racing, and
 - g. **you** are not participating in motocross.
6. Sporting activities undertaken professionally.
7. Diving involving the use of any artificial breathing apparatus, unless **you**:
 - a. hold an open water diving certificate/licence, or
 - b. are under the direct supervision of a qualified diving instructor.
8. Travelling in or through the air, other than as a passenger of a fully licensed passenger-carrying aircraft operated by an airline or air-charter company.
9. Mountaineering or rock climbing (but not hiking), or pot holing, which requires the use of climbing equipment, or involves abseiling.
10. Ocean yachting or blackwater rafting.
11. Skiing or snowboarding outside designated ski field areas, or in areas within designated ski fields that are closed because of adverse conditions.
12. Manual employment while in New Zealand or **overseas** unless **we** have given **our** approval in writing. **We** give **our** approval to **you** in respect to horticultural and/or viticultural employment **you** undertake in New Zealand.
13. Any claims directly or indirectly arising from **you** having elective medical or dental treatment or surgery, a cosmetic procedure or body modification (including tattoos and piercings).
14. Suicide, attempted suicide, sexually transmitted disease, or any situation or action when under the influence of alcohol or non-prescribed drugs. This exclusion does not apply to Section 3.3(a) only - Early return home and expatriation.
15. **Loss** of enjoyment, financial **loss** or any other **loss** that is not covered specifically in this policy.
16. War or warlike activities, invasion, act of foreign enemy, civil war, revolution, insurrection, military power; nuclear reaction, contamination by nuclear weapons, nuclear material or radioactivity.
17. Confiscation, detention, or destruction by customs or other authorities.
18. Any breach or any prohibition or regulation of any government relating to immigration or travel (including failure to obtain a passport or visa).
19. **Act of Terrorism**. This exclusion does not apply to Section 2 Medical Cover subsections 1 to 7 inclusive.
20. An **epidemic, pandemic** or outbreak of a contagious disease or any derivative or mutation of such viruses (or arising directly or indirectly from these) or the threat, or perceived threat, of any of these. This exclusion does not apply to Section 2 Medical Cover, subsections 1-7 inclusive.
21. Claims directly or indirectly arising due to any travel made in a country for which an "Avoid non-essential travel" or "Do not travel" travel warning is issued by the New Zealand Government on the New Zealand Ministry of Foreign Affairs and Trade (MFAT) website at safetravel.co.nz, if the warning was issued prior to the booking of the **your** travel arrangements, unless **you** have received prior approval by OrbitProtect in writing.

22. Any claims directly or indirectly arising from: have received prior approval by OrbitProtect in writing.
 - a. the use of, or inability to use any application, software, or program in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device); or
 - b. any computer virus or other malicious computer software; or
 - c. any hoax relating to a. and/or b. above
23. Any claims for tests, vaccinations or health screening for immigration/visa requirements.
24. Any claims for screenings or investigations and/or treatment where no signs or symptoms are present
25. Any claims arising from an **event** or relating to a crime committed by **you**
26. Any claims directly or indirectly arising from radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.



PW Issue 3

Date prepared: 01/12/2023

Contact us

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