

# Qantas American Express Card

## Insurance Terms and Conditions

Effective from  
1 April 2008

This booklet contains important information about Your Qantas American Express Card Insurance and should be read carefully and stored in a safe place. We recommend that You take this with You when You travel.

Please note that amounts quoted are in Australian dollars.

Cards are offered, issued and administered by American Express Australia Limited.





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### Terms and Conditions

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## **TERMS AND CONDITIONS**

### **Qantas American Express Card Insurances Cover is effective from 1 April 2008**

This booklet contains important information about Your Qantas American Express complimentary insurance and should be read carefully and stored in a safe place. We recommend that You take this with You when You travel.

Please familiarise Yourself with its contents and refer to it in the event of a claim situation. We want to ensure You are clear about what Your Qantas American Express Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call the number below and our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars.

### **PURCHASE PROTECTION COVER REFUND PROTECTION COVER**

#### **ACTIVATION OF PURCHASE PROTECTION COVER:**

Purchase of Eligible Items on Qantas American Express Card.

#### **ACTIVATION OF REFUND PROTECTION COVER:**

Purchase of Eligible Items on Qantas American Express Card in Australia.

## **HOW TO MAKE A CLAIM**

See page 9.

ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) (ACE) is the insurer. ACE can be contacted as follows:

<b>Address:</b>	28–34 O’Connell Street, SYDNEY NSW 2000
<b>Postal Address:</b>	GPO Box 4065, SYDNEY NSW 2001
<b>Phone Number:</b>	1800 823 737
<b>Facsimile:</b>	+61 2 9335 3467

# TERMS AND CONDITIONS

## Important information about this cover

These Terms and Conditions set out important information about Purchase Protection Cover and Refund Protection Cover for Qantas American Express Cardmembers.

These Terms and Conditions explain the nature of the arrangement and its relevant benefits and risks.

American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) of 175 Liverpool Street, SYDNEY NSW 2000 (AEII) holds a Master Policy (Policy Number 09NACQCC06, the “Master Policy”) with the insurer ACE Insurance Limited, (ABN 23 001 642 020, AFS Licence No. 239687) of 28–34 O’Connell Street, SYDNEY NSW 2000 (ACE).

Under the Master Policy, You get automatic access to the benefits detailed in these Terms and Conditions (subject to the relevant terms and conditions specified) provided by ACE as the insurer. You are not charged by ACE for these benefits and can access the benefits if You are a Qantas American Express Cardmember.

This is pursuant to a statutory right under section 48 of the *Insurance Contracts Act 1984* (Cth). AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act as ACE’s agent (that is, on behalf of ACE). Neither AEII nor any of its related corporations are Authorised Representatives under the *Corporations Act 2001* (Cth) of ACE or any of its related companies.

AEII is not authorised to provide any advice, recommendations or opinions about this insurance to Cardmembers on behalf of ACE.

No advice is provided by ACE on whether this insurance is appropriate for Your needs, financial situation or objectives. Before deciding, You should read these Terms and Conditions carefully and contact ACE if assistance is required.

There is no obligation to accept any of the benefits of this cover. However, if You wish to make a claim under the cover provided in the Terms and Conditions, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this document. Please read this document carefully and keep it in a safe place.

Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and credit card account statement showing any purchases made.

These Terms and Conditions were prepared on 6 March 2008.

## Updating these Terms and Conditions

Information in this document may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling AEII on 1300 727 065 or from overseas on +612 9271 4496. ACE will issue a new document or a supplementary document to AEII, to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

## BENEFITS AND SCOPE OF COVER

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms and conditions which apply. By way of summary only, You are, from the time You become a Qantas American Express Cardmember until the time access to the benefit terminates (see below), entitled to coverage for:

Section	Benefit	Maximum Sum Insured (AUD)	Summary	Page
<b>PURCHASE PROTECTION COVER</b>				
A	Purchase Protection Cover	\$10,000 in any one year \$2,500 per event	Cover for theft or damage to Eligible Item within 90 days of purchase.	6
<b>REFUND PROTECTION COVER</b>				
B	Refund Protection Cover	\$2,000 in any one year \$500 per Eligible Item	Cover for the Purchase Price of an unused Eligible Item if You try to return it to the Retailer within 90 days of the purchase and the Retailer will not take it back.	7

This is a summary only. Please refer to each benefit section of the document for a complete list of benefit limits and applicable terms and conditions.

## TERMINATION

Cover will terminate at the earlier of the following:

- cancellation of Your Qantas American Express Card; or
- termination of the Master Policy.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time.

This document replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Master Policy provided prior to the preparation date on the front page of this document.

## DEFINITIONS

The following words when used with capital letters in this document have the meaning given below.

**Dependent Child** means the Qantas American Express Cardmember's legally dependent child up to and including the age of twenty-two (22), including a stepchild or legally adopted child, who is wholly dependent on the Qantas American Express Cardmember for financial support.

**Eligible Item** means an item that is:

- (i) purchased solely for personal use; and
- (ii) new and has not been used; and

(iii) the cost of which has been charged to Your Qantas American Express Card.

**Eligible Supplementary Cardholder** means a Supplementary Cardholder that is the Spouse or Dependent Child of the Qantas American Express Cardmember.

**Purchase Price** means the amount shown on Your Qantas American Express Card billing statement.

**Qantas American Express Cardmember** means the basic holder of a Qantas American Express Card, including the holder of any Eligible Supplementary Cardholders, issued by American Express Australia Limited (ABN 92 108 952 085 AFSL Number 291313), billed from Australia and in Australian dollars.

**Spouse** means a Qantas American Express Cardmember's husband, wife, fiancé(e) or a de facto and/or life partner with whom the Qantas American Express Cardmember has continuously cohabited for a period of six (6) months or more.

**You/Your** means any person provided they are a Qantas American Express Cardmember or their Spouse or Dependent Child.

**We/Our/Us** means ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687).

## **BENEFITS**

### **SECTION (A)**

#### **PURCHASE PROTECTION COVER**

##### **SPECIFIC DEFINITIONS UNDER PURCHASE PROTECTION COVER**

**Pair or Set** means a number of Eligible Items used together, associated as being similar or complementary.

##### **Cover**

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

##### **1. Theft or damage of Eligible Items**

Following theft or damage to an Eligible Item within ninety (90) days of purchase, We will repair the Eligible Item or credit Your Qantas American Express Card with an amount not exceeding the Purchase Price of the Eligible Item.

We will pay up to:

- (a) AUD10,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) AUD2,500 for jewellery, watches, precious metals and gemstones, from any one (1) event;
- (c) AUD2,500 per event only.

##### **Terms and Conditions applicable to Purchase Protection Cover**

1. If an Eligible Item has been partially paid for with Your Qantas American Express Card, then We will only pay that percentage of the price.
2. Claims made for an Eligible Item belonging to a Pair or Set, will be paid to You up to the full Purchase Price of the Pair or Set, provided the items are not useable individually and cannot be replaced.

3. Eligible Items which are left unattended in a place accessible to the public and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your Qantas American Express Card and upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.

#### **Exclusions under Purchase Protection Cover**

Cover does not extend to any loss caused or contributed to by:

- (a) Damage to Eligible Items physically abused by You.
- (b) Lost or stolen Eligible Items not reported to the Police within forty-eight (48) hours of discovery and a written report obtained.
- (c) Eligible Items which are left unattended in a place accessible to the public.
- (d) Normal wear and tear to Eligible Items.
- (e) Damage to Eligible Items caused by product defects.
- (f) Theft or damage to Eligible Items in a vehicle.
- (g) Theft, or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You.
- (h) Theft, or damage to cash, its equivalents, traveller's cheques, tickets or negotiable instruments.
- (i) Theft, or damage to animals, living plants, perishable goods.
- (j) Theft, or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), PDAs, 'Blackberry'/mobile phones and their accessories whilst at Your place of employment.

#### **Excess applicable to Purchase Protection Cover**

1. AUD50 per person, per claim.

## **SECTION (B)**

### **REFUND PROTECTION COVER**

#### **SPECIFIC DEFINITIONS UNDER REFUND PROTECTION COVER**

**Retailer** means a business operating in Australia with premises at an Australian address, from where the Eligible Item was purchased.

#### **Cover**

Cover is provided under this part for the following benefits below, subject to the other terms, conditions and limitations set out in this document.

#### **1. Refund protection of unused Eligible Items**

If You try to return an unused Eligible Item to the Retailer, within ninety (90) days of the purchase, and the Retailer will not take it back, You can return it to Us and We will credit Your Qantas American Express Card account with the Purchase Price.

We will pay:

- (a) up to AUD500 for Eligible Items with a Purchase Price of more than AUD50.
- (b) no more than AUD2,000 in any three hundred and sixty-five (365) day period.

### **Terms and Conditions applicable to Refund Protection Cover**

1. In the event of a claim You must provide to Us copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your Qantas American Express Card. Upon request, You must also provide Us with the unused Eligible Item or receipt as proof of mailing/shipping.

### **Exclusions under Refund Protection Cover**

Cover does not extend to any loss caused or contributed by:

1. Eligible Items that are faulty.
2. Eligible Items purchased from the Retailer that has an established return policy, which is the same or better than this benefit.
3. The return of the Eligible Items to the Retailer in accordance with the rights provided by existing legislation.
4. Jewellery; precious stones; rare and precious coins or stamps; one-of-a-kind items including antiques, artwork and furs, cash or its equivalents, traveller's cheques, tickets or negotiable instruments; services, including services ancillary to Eligible Items; cellular phones, recorded media (including but not limited to CDs, DVDs, computer software, video and audio tapes); books; animals and living plants; consumable and perishable goods; healthcare items; used or rebuilt and refurbished items; closing-down sale items; motorised vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

### **Excess applicable to Refund Protection Cover**

1. Nil excess; however, only Eligible Items in excess of AUD50 are eligible for claim.

## **GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS.**

### **General Exclusions**

We will not cover loss under all sections of these Terms and Conditions caused or contributed by:

1. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
2. Direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

### **General Conditions**

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.

2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. To the extent permitted by law, We will only provide cover to You in excess of loss, damage or liability that is covered by any of the following types of insurance entered by You, either before or after You have access under this cover:
  - insurance that you are required to effect under Australian laws;
  - travel insurance;
  - life insurance;
  - consumer credit insurance;
  - credit card insurance;
  - private health insurance;
  - home and contents insurance;
  - business insurance;
  - public liability insurance;
  - income protection insurance;
  - third-party property motor vehicle insurance; or comprehensive motor vehicle insurance; and
  - insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

## **HOW TO MAKE A CLAIM**

### **MAKING A CLAIM UNDER QANTAS AMERICAN EXPRESS CARD INSURANCES**

If You fail to comply with the terms and conditions of this cover, We may be entitled to refuse to pay or reduce any claim that may be payable.

Please first read the relevant section of the specific benefit and general terms and conditions to determine what is covered, noting particularly any conditions and exclusions and/or requests for specific data relating to Your claim.

1. A written notice of a claim must be addressed to The Claims Department, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, within twenty (20) days after the occurrence or commencement of any loss covered under these sections or as soon as reasonably practicable thereafter.
2. For a claim form please contact Us on 1800 810 624.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.

### **DISPUTE RESOLUTION**

If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. A brochure describing this process is available on request from Us on 1800 810 624 or email [dispute.resolution@ace-ina.com](mailto:dispute.resolution@ace-ina.com). Your query or complaint will then be reviewed and We will respond within fifteen (15) working days.

If You are unhappy with the outcome of Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Insurance Ombudsman Service run by Insurance Ombudsman Service Ltd. (IOS). This external dispute resolution panel can make decisions which We are obliged to comply with. Further information about the IOS is available by contacting them at:

**Postal Address:** PO Box 561,  
Collins Street West, MELBOURNE VIC 8007

**Telephone:** 1300 780 808

**Facsimile:** (03) 9621 2060

**Email:** ios@insuranceombudsman.com.au

**Website:** www.insuranceombudsman.com.au

## **PRIVACY**

ACE Insurance Limited (“ACE”) is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at [www.aceinsurance.com.au](http://www.aceinsurance.com.au).

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as assessors and call centres), other companies in the ACE group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside Australia.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our customer relations team on 1800 815 675 or email [customer.relations@ace-ina.com](mailto:customer.relations@ace-ina.com)

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, phone: 1800 815 675 or email [customer.relations@ace-ina.com](mailto:customer.relations@ace-ina.com)



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