

# Qantas American Express Ultimate Card Insurances

Insurances and Domestic  
Return Flight Conditions

Effective from  
1 April 2012



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## **Qantas American Express Ultimate Card Insurances**

**Policy Number:** 09NACQUC06

**Cover is effective from 1 April 2012**

These Terms and Conditions were prepared on 22 February 2012.

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

Please familiarise Yourself with its contents. We want to ensure You are clear about what Your Qantas American Express Ultimate Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call ACE on 1800 236 023 and Our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars.

### **1. ELIGIBILITY & ACTIVATION OF INSURANCE BENEFITS**

**Important:** In order to be eligible for the complimentary insurance benefits, You must first purchase the full fare for a Trip, or an Eligible Item, on the Qantas American Express Ultimate Card Account. See the table below for details about when You are eligible for cover:

<b>ACTIVATION OF TRANSPORT ACCIDENT COVER</b>
Cover is effective when You pay the full fare for a Trip on the Qantas American Express Ultimate Card Account or with Qantas Frequent Flyer points.
<b>ACTIVATION OF TRAVEL INSURANCE COVER:</b>
Cover is effective when You pay the full fare for a Trip on the Qantas American Express Ultimate Card Account or with Qantas Frequent Flyer points.
<b>ACTIVATION OF PURCHASE PROTECTION COVER:</b>
Cover is effective when You purchase Eligible Items on the Qantas American Express Ultimate Card Account.
<b>ACTIVATION OF REFUND PROTECTION COVER:</b>
Cover is effective when You purchase Eligible Items on the Qantas American Express Ultimate Card Account in Australia.

**Important:** Supplementary Cardmembers are **not covered** for Travel Insurance benefits (see table on page 4). If You are a Supplementary Cardmember or a Supplementary Cardmember is travelling with You on a Trip, You should consider whether these benefits provide adequate cover. The Supplementary Cardmember may need to take out a separate travel insurance policy.

The table below provides details of who is covered under the insurance benefits:

Section	Benefit	Primary Cardmember	Supplementary Cardmember
<b>TRANSPORT ACCIDENT COVER</b>			
A	Transport Accident Cover	✓	✓
<b>TRAVEL INSURANCE COVER</b>			
B	Travel Inconvenience Cover	✓	No Cover
C	Medical Emergency Expenses Cover (For 24- hour medical and travel emergency assistance call ACE Assistance on +61 29335 3492)	✓	No Cover
D	Resumption of Journey Cover	✓	No Cover
E	Baggage, Money and Documents Cover	✓	No Cover
F	Travel Cancellation Cover	✓	No Cover
G	Personal Liability Cover	✓	No Cover
<b>PURCHASE PROTECTION COVER</b>			
H	Purchase Protection Cover	✓	✓
<b>REFUND PROTECTION COVER</b>			
I	Refund Protection Cover	✓	✓

**For medical and travel emergencies please contact ACE Assistance on +61 2 9335 3492**

**IF YOU REQUIRE EMERGENCY ASSISTANCE ANYWHERE IN THE WORLD CONTACT THE LOCAL TELEPHONE OPERATOR AND REQUEST A REVERSE CHARGE CALL.**

**For claims and general inquiries about these Terms and Conditions, please contact ACE:**

Address: 28 O'Connell Street SYDNEY NSW 2000  
 Postal Address: GPO Box 4065, SYDNEY NSW 2001  
 Telephone: 1800 236 023  
 Overseas Telephone: +61 2 9335 3492  
 Facsimile: +61 2 9335 3467  
 Email: CardmemberServices.ANZ@acegroup.com

## 2. SUMMARY OF BENEFITS AND SCOPE OF COVER

The table below provides a helpful summary of the benefits provided pursuant to the Master Policy and the terms and conditions which apply. Excesses may apply for some benefits.

Section	Benefit	Summary	Page
<b>TRANSPORT ACCIDENT COVER</b>			
A	Transport Accident Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>• Loss arising while riding as a passenger on, or transport to/from, a Common Carrier Conveyance</li> <li>• Loss arising while in a departure or destination terminal</li> <li>• Loss arising from exposure and disappearance.</li> </ul>	11
<b>TRAVEL INSURANCE COVER</b>			
B	Travel Inconvenience Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>• delayed flight departure, flight cancellation, denied flight boarding, missed flight connection</li> <li>• luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight.</li> </ul>	13
C	Medical Emergency Expenses Cover	<p><b>Cover for</b></p> <ul style="list-style-type: none"> <li>• Repatriation/Evacuation, cost of Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency.</li> </ul> <p><b>Excess: \$250 per claim</b></p> <p><i>In an emergency:</i>  <i>Contact ACE Assistance as soon as You have an emergency on +61 2 9335 3492 and provide Your Qantas American Express Ultimate Card Account number and as much information as possible. Please provide a telephone or fax number where You can be contacted.</i>  <i>We will not pay medical costs over \$1,500 without prior authorisation by ACE Assistance.</i></p>	14
D	Resumption of Journey Cover	<p><b>Cover for</b></p> <ul style="list-style-type: none"> <li>• cost to resume a Trip after it has been interrupted following the death, imminent death, serious accident or acute illness of a Close Relative.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	17
E	Baggage, Money and Documents Cover	<p><b>Cover for</b></p> <ul style="list-style-type: none"> <li>• damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during Your Trip.</li> </ul> <p><b>Excess: \$100 per claim except for laptop computers where the excess is \$250 per claim</b></p>	17

Section	Benefit	Summary	Page
F	Travel Cancellation Cover	<p><b>Cover for</b></p> <ul style="list-style-type: none"> <li>• non-refundable deposits, pre-paid excursion costs and leisure activities and unused travel and accommodation costs You have paid where You have had to cancel a Trip for certain reasons.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	19
G	Personal Liability Cover	<p><b>Cover for</b></p> <ul style="list-style-type: none"> <li>• Your liability for damage for Injury to any person or damage or accidental loss to property.</li> </ul>	21
<b>PURCHASE PROTECTION COVER</b>			
H	Purchase Protection Cover	<p><b>Cover for</b></p> <ul style="list-style-type: none"> <li>• theft or damage to Eligible Item within 90 days of purchase.</li> </ul> <p><b>Excess: \$50 per claim</b></p>	22
<b>REFUND PROTECTION COVER</b>			
I	Refund Protection Cover	<p><b>Cover for</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	24

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.

### Exclusions and Limitations

As with all insurance policies, there are some very important exclusions and limitations that apply. You should read this document carefully. This policy contains both general and specific exclusions. General exclusions apply to all parts of the Policy and can be found at page 25 under the section titled General Exclusions. Specific exclusions apply only to specific parts of the policy and can be found at the end of each benefit section.

We have highlighted a few important exclusions and limitations below:

- Losses arising from any Pre-existing Medical Conditions are not covered.
- You must be under eighty (80) years of age and in a good state of health and fit to travel.
- Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is over the age of eighty (80) years are not covered.
- Items left Unattended in a Public Place are not covered.
  - (a) **Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.
  - (b) **Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

## **Termination**

Cover will terminate at the earlier of the following:

- cancellation of Your Qantas American Express Ultimate 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. A copy of any updated information is available to You at no cost by visiting the website at [www.americanexpress.com.au/qantasultimate](http://www.americanexpress.com.au/qantasultimate).

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 effective date of these Terms and Conditions.

## **3. IMPORTANT INFORMATION ABOUT THIS COVER**

These Terms and Conditions set out important information about Transport Accident Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Purchase Protection Cover and Refund Protection Cover.

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

AEII holds a Master Policy (ACE reference number 09NACQUC06 the “Master Policy”) with ACE.

Under the Master Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the terms and conditions specified) provided by ACE as the insurer where You have met the activation and eligibility requirements set out in the Eligibility & Activation of Insurance Benefits above. You are not charged by ACE for these benefits.

Access to this insurance is provided to You solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth). You are not a contracting insured (i.e. You cannot vary or cancel the cover – only AEII can do this) and You do not enter into any agreement with Us. 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 on behalf of ACE.

No advice is provided by ACE on whether this insurance is appropriate for Your needs, financial situation or objectives. 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 keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and card account statement showing any purchases made.

## **Updating these Terms and Conditions**

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at [www.americanexpress.com.au/qantasultimate](http://www.americanexpress.com.au/qantasultimate). 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.

#### 4. DEFINITIONS

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

**ACE** means ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) of 28 O'Connell Street, Sydney NSW 2000, the insurer of the Master Policy held by AEII.

**ACE Assistance** means the service provider acting on behalf of ACE to provide emergency medical and travel assistance, legal assistance, roadside assistance and home assistance.

**AEII** means American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) of 12 Shelley Street, Sydney NSW 2000, the Master Policy holder.

**American Express Australia** means American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000.

**Appointed Claims Handler** means ACE or its claims handling agent and/or representative.

**Close Relative** means spouse, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

**Common Carrier Conveyance** means an air, land or water vehicle (other than a rental vehicle or Private Charter aircraft) operated by a common carrier licensed to carry passengers for hire (including taxis and airport limousines).

**Common Carrier Conveyance Trip** means a Trip taken by You on a Common Carrier Conveyance:

- (a) between the point of departure and the final destination as shown on Your ticket; and
- (b) for which the entire fare has been charged to Your Qantas American Express Ultimate Card Account (or equivalent in Qantas Frequent Flyer points).

**Doctor** means a legally registered medical practitioner or dentist who is not You or Your relative.

**Domestic Return Flight Offer** means the Domestic Economy Return Flight Offer available under the Qantas American Express Ultimate Card Account, as set out in the Return Flight Offer terms and conditions at the end of this booklet.

**Domestic Trip** means:

1. a trip that is more than 150km from Your place of residence and is within Australia; and
2. for which the full fare has been charged to a Qantas American Express Ultimate Card Account, or paid for with equivalent Qantas Frequent Flyer points, or is a flight taken under the Domestic Return Flight Offer.

**Eligible Item** means an item:

1. that is purchased solely for personal use; and
2. that is new and has not been used; and

3. the cost of which has been charged to a Qantas American Express Ultimate Card Account.

**Injury** means bodily injury which:

1. is caused by accidental, violent, external and visible means (the **accident**) and results solely and directly from the accident and independently of all other causes; and
2. causes a loss, within one-hundred (100) days of the accident.

**Insolvency** means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

**International Trip** means:

1. a trip anywhere outside Australia; and
2. for which the full fare has been charged to a Qantas American Express Ultimate Card Account (or paid for with equivalent Qantas Frequent Flyer points).

**Loss** means loss of life, or:

1. complete and permanent severance of a foot at or above the ankle joint;
2. complete and permanent severance of a hand at or above the wrist;
3. the irrecoverable loss of the entire sight of an eye.

**Medical Condition** means any medical or psychological disease, sickness, condition, illness or injury that has affected:

1. You or any travelling companion or person with whom You intend to stay whilst on Your Trip; or
2. Your Close Relative or the Close Relative of any travelling companion; or
3. a Close Relative of a person with whom You intend to stay whilst on Your Trip.

**Pre-existing Medical Condition** means:

1. any past or current Medical Condition that, during the 2 years prior to You booking any Trip has given rise to symptoms, or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; or
2. any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to You booking any Trip; or
3. any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

**Primary Cardmember** means:

1. the person who applied for the Qantas American Express Ultimate Card Account and who is issued a Qantas American Express Ultimate Card Account as the primary account holder; and
2. their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
3. their legally dependent children (including stepchildren or legally adopted children) who are twenty-four (22) years of age or less and wholly dependent on them for financial support.

Primary Cardmember does not include a Supplementary Cardmember.

**Private Charter** means a flight or flights during Your Trip on an aircraft where You and Your travelling companions are the only passengers.

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

**Qantas American Express Ultimate Card Account** means a Qantas American Express Ultimate Card account issued by American Express Australia, billed from Australia and in Australian dollars.

**Scheduled Airline** means an airline listed in the official airline guide or equivalent and the air carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and, in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Scheduled Airline does not include Private Charter.

**Scheduled Flight** means a flight in an aircraft on a Scheduled Airline.

**Special Sports** means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests; abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; horse riding; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Supplementary Cardmember** means:

1. a person who has been issued a supplementary card on a Qantas American Express Ultimate Card Account; and
2. their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
3. their legally dependent children (including stepchildren or legally adopted children) who are twenty-four (24) years of age or less and wholly dependent on them for financial support.

**Terrorism** means activities against persons, organisations or property of any nature:

1. that involves the following or preparation for the following:
  - (a) use of, or threat of, force or violence; or
  - (b) commission of, or threat of, force or violence; or
  - (c) commission of, or threat of, an act that interferes with or disrupts an electronic communication, information, or mechanical system; and
2. when one (1) or both of the following applies:
  - (a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - (b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic

objectives or to express (or express opposition to) a philosophy or ideology.

**Treatment** means surgical or medical procedures performed by a Doctor or qualified dentist where the sole purpose of which is to cure or relieve acute illness or injury.

**Trip** means:

1. a Domestic Trip; or
2. an International Trip; or
3. a Domestic Return Flight Offer for Qantas American Express Ultimate Card Account members.

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence; and
2. when Your Trip exceeds one hundred and eighty (180) consecutive days; and
3. when You have travelled a total of one hundred and eighty-three (183) days during each year of Qantas American Express Ultimate Card Account membership.

Each Domestic Trip or International Trip must commence and end in Australia.

**You/Your** means:

1. a Primary Cardmember; and
2. in respect of the following benefit sections only, a Primary Cardmember and a Supplementary Cardmember:

A – Transport Accident Cover;

H – Purchase Protection Cover;

I – Refund Protection Cover.

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

## **5. BENEFITS**

### **SECTION (A) TRANSPORT ACCIDENT COVER**

#### **Cover**

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

1. *Loss arising while riding as a passenger in a Common Carrier Conveyance*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss of riding as a passenger in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled “Benefit Amounts and Covered Limits”.

2. *Loss arising from transport to/from a Common Carrier Conveyance*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss of riding as a passenger in a Common Carrier Conveyance:

- (a) when going directly to a point of departure (as designated on Your ticket) for the purpose of boarding a Common Carrier Conveyance; or
- (b) when leaving a destination after alighting from a Common Carrier Conveyance,

We will pay the applicable benefit amount noted in paragraph 6 of this section entitled “Benefit Amounts and Covered Limits”.

3. *Loss arising while in a departure terminal or destination terminal*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss due to an accident while You are in either the point of departure terminal or destination terminal (both as designated on Your ticket), We will pay the applicable benefit amount noted in paragraph 6 of this section entitled “Benefit Amounts and Covered Limits”.

4. *Loss arising from exposure*

If whilst on a Common Carrier Conveyance Trip You are unavoidably exposed to the elements and sustain an Injury that results in a Loss, other than loss of life, due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled “Benefit Amounts and Covered Limits”.

5. *Loss arising from disappearance*

If whilst on a Common Carrier Conveyance Trip You disappear due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, and Your body has not been found within fifty-two (52) weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that You suffered loss of life and We will pay the applicable benefit amount noted in paragraph 6 of this section entitled “Benefit Amounts and Covered Limits”.

6. *Benefit Amounts and Covered Limits*

<b>Loss type</b>	<b>Benefit Amount (AUD)</b>
Loss of life	400,000
Dismemberment:	
Loss of both hands or both feet	400,000
Loss of one (1) hand and one (1) foot	400,000
Loss of entire sight of both eyes	400,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	400,000
Loss of one (1) hand or one (1) foot	200,000
Loss of the entire sight of one (1) eye	200,000

**Terms and Conditions applicable to Transport Accident Cover**

1. In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident or Injury. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are also entitled to make a claim under the insurance cover provided by Us under another American Express Australia issued card account, We will only make one (1) payment equal to the highest benefit amount payable under all insurance cover provided by Us in relation to the accident and Loss in question.
3. Benefits will be paid in Australian dollars to You or, in the case of Your Loss of life, to Your estate.

## **SECTION (B) TRAVEL INCONVENIENCE COVER**

### **Cover**

Supplementary Cardmembers are not entitled to cover under this section.

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document. The maximum We will pay out under each subsection below where more than one person claims for expenses on the same Qantas American Express Ultimate Card Account is \$400 per event.

#### *1. Delayed flight departure, flight cancellation, or denied aircraft boarding*

If during a trip departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to AUD200.

#### *2. Missed flight connections*

If during a trip Your onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of the incoming flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to AUD200.

#### *3. Luggage delay checked on Scheduled Flight*

If during a trip Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point of Your flight, We will reimburse You for the emergency purchase of essential clothing and requisites up to AUD200 incurred at such scheduled destination.

#### **4. Extended luggage delay checked on Scheduled Flight**

If during a trip Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point (not being Your place of residence) of Your flight, We will reimburse You for the emergency purchase of essential clothing and requisites up to an additional AUD200 incurred at such scheduled destination.

### **Terms and Conditions applicable to Travel Inconvenience Cover**

1. Accommodation, restaurant meals or refreshments, emergency purchase of essential clothing and requisites must be charged to Your Qantas American Express Ultimate Card account.
2. Should more than one (1) person claim under the benefits in paragraphs 1, 2, 3 and 4 of this section in relation to the same event, You can only claim a maximum of double the benefit limits specified.
3. In the event of a claim, You must provide Us with invoices and/or receipts.
4. In respect of loss or delayed luggage, a copy of the property irregularity report obtained from the airline, must be supplied to Us together with the following information:
  - (a) full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
  - (b) full details of the delay or loss incurred; and

- (c) full details of expenses for which reimbursement is claimed.
5. Benefits payable under this section in respect of valid claims will be credited to the Qantas American Express Ultimate Card Account used to make the covered payments.

### **Exclusions under Travel Inconvenience Cover**

Cover does not extend to any loss arising from:

1. confiscation or requisition by customs or other government authorities.
2. Your failure to take reasonable measures to save or recover lost luggage.
3. Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.
4. luggage delay or extended luggage delay on Your arrival back in Australia.

## **SECTION (C) MEDICAL EMERGENCY EXPENSES COVER**

### **Specific Definitions under Medical Emergency Expenses Cover**

**Manual Work** means paid work which involves the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant (other than in a purely managerial, supervisory, sales or administrative capacity). It also means manual labour of any kind including but not restricted to, hands-on work as a plumber, electrician, lighting or sound technician, carpenter, painter, decorator, or builder.

**Medical Emergency** means an Injury, sudden and unforeseen illness, or dental pain, suffered by You while on a Trip, which results in immediate Treatment which cannot be delayed until Your return to Australia and is deemed necessary by a Doctor and ACE Assistance. Medical Emergency excludes Pre-Existing Medical Conditions.

**Repatriation/Evacuation** means Your:

- (a) transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
- (b) evacuation to the nearest adequately equipped hospital in the event that local medical facilities are deemed inadequate by ACE Assistance's senior medical officer; or
- (c) repatriation directly to Australia when recommended by ACE Assistance's senior medical officer; or
- (d) return to Australia after hospitalisation, provided that You are deemed to be medically fit for travel by ACE Assistance's senior medical officer, and that Your original means of transportation cannot be used.

### **Cover**

Supplementary Cardmembers are not entitled to cover under this section.

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

No claims arising from any Pre-existing Medical Conditions will be covered.

#### *1. In the event of a Medical Emergency*

In the event of a Medical Emergency while You are on a Trip We will pay:

- (a) for Your Repatriation/Evacuation if approved by ACE Assistance's senior medical officer and following consultation with the attending Doctor.

- (b) the cost of Treatment to meet Your immediate needs up to a maximum of AUD2,500,000.
- (c) emergency dental Treatment up to a maximum of AUD1,000.
- (d) reasonable extra accommodation costs (room-only) up to AUD150 per night for a maximum of ten (10) nights for You and any person who stays or travels with You based on medical advice to extend Your stay as agreed by ACE Assistance.
- (e) if You are travelling on Your own, We will pay the reasonable return economy airfare and extra accommodation costs (room-only) for Your friend or Close Relative to stay with You up to AUD150 per night for a maximum of ten (10) nights as agreed by ACE Assistance.

In the event of a Medical Emergency ACE Assistance may:

- (a) arrange and refer You to physicians, hospitals, clinics, private duty nurses, dentists, dental clinics, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;
- (b) organise Your admission to an appropriate hospital and guarantee and advance medical expenses.

## 2. *In the event of Your death*

In the event of Your death while on a Trip, ACE Assistance will organise and arrange for Us to pay for:

- (a) transportation of Your remains to Australia; or
- (b) cremation and subsequent transportation of Your remains to Australia; or
- (c) local burial up to AUD15,000.

### **In an emergency:**

**You should contact ACE Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your Qantas American Express Ultimate Card Account number, as much information as possible and a telephone or fax number where You can be contacted. REVERSE CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS.**

**We will not pay medical costs over \$1,500 without prior authorisation by ACE Assistance.**

### **Terms and Conditions applicable to Medical Emergency Expenses Cover**

1. You must be under eighty (80) years of age and in a good state of health and fit to travel.
2. We will not pay medical costs over \$1,500 without prior authorisation. You must contact ACE Assistance as soon as a claim or potential claim arises. You must contact ACE Assistance before incurring expenses or as soon as physically possible, to obtain prior authorisation or this will jeopardise Your claim.
3. You must take all reasonable measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.

4. You must permit the Appointed Claims Handler any reasonable examination into the cause and extent of loss and/or damage.
5. If You brought about the loss intentionally or through gross negligence or attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
6. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.
8. We will pay expenses associated with a Medical Emergency occurring within the territorial waters of Australia only provided:
  - (a) no payment is incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the *Health Insurance Act 1973* (Cth); and
  - (b) no payment is incurred which would result in Us contravening the *Health Insurance Act 1973* (Cth) or the *Private Health Insurance Act 2007* (Cth) or any succeeding legislation to those Acts.

#### **Exclusions under Medical Emergency Expenses Cover**

Cover does not extend to any loss arising from:

1. Your Pre-Existing Medical Conditions.
2. Your participation in Special Sports, or extreme sports where special equipment, training and preparation are required.
3. You engaging in Manual Work.
4. costs related to dentures, crowns and orthodontics.
5. costs You incur outside Australia after the date ACE Assistance confirms that You should return to Australia.
6. costs of Treatment performed by Close Relatives.
7. coffins and/or urns which do not meet international airline standards for transportation of mortal remains.
8. sexually transmitted diseases.
9. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
10. costs incurred in Australia.
11. a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless ACE Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

#### **Excess applicable to Medical Emergency Expenses Cover**

\$250 per claim

## **SECTION (D) RESUMPTION OF JOURNEY COVER**

### **Cover**

Supplementary Cardmembers are not entitled to cover under this section.

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

### **Resumption of Journey Cover**

In the event that You have to interrupt a Trip and return to Australia immediately following the death, imminent death, serious accident or acute illness of a Close Relative (who is not more than eighty (80) years of age) and then resume the Trip, We will pay for reasonable extra expenses actually and necessarily incurred (less any refund received for the unused prepaid travel accommodation arrangements) to complete Your original travel arrangements (as stated in Your original itinerary) up to \$3,000.

### **Terms and Conditions applicable to Resumption of Journey Cover**

We will only pay if:

1. You resume Your Trip within thirty (30) days of returning to Australia;
2. the Trip had not ended before Your return and there is at least a fortnight (or twenty-five percent (25%) of the time) of the scheduled Trip remaining (whichever is greater);
3. the death, imminent death, serious accident or acute illness of a Close Relative occurred after You booked the Trip; and
4. the claim is not excluded elsewhere. However, if the exclusion is due to Your Close Relative's Pre-Existing Medical Condition, We will pay benefits provided that before the Trip was commenced a Doctor had not declared Your Close Relative as being terminally ill.

### **Exclusions under Resumption of Journey Cover**

Cover does not extend to any loss arising from:

the death, imminent death, serious accident or acute illness of any Close Relative who is more than eighty (80) years of age.

### **Excess applicable to Resumption of Journey Cover**

\$250 per claim

## **SECTION (E) BAGGAGE, MONEY AND DOCUMENTS COVER**

### **Specific Definitions under Baggage, Money and Documents Cover**

**Mobile Phone** means an electronic device used for mobile telecommunications over a cellular network (including BlackBerrys, iPhones and similar).

**Money and Documents** means currency, travellers' cheques, hotel and other redeemable holiday vouchers, petrol coupons, travel tickets, passports, visas and driving licences.

**Pair or Set** means a number of Personal Baggage items used together, associated as being similar or complementary.

**Personal Baggage** means items of necessity, ornament or personal convenience for Your individual use during the Trip, including clothing and personal effects worn or carried by You.

**Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.

**Secure Area** means the locked dashboard, glove compartment, boot or luggage compartment of a motor vehicle including the locked luggage

compartment of a hatchback or station wagon, the fixed storage units of a motorised or towed caravan, or a locked luggage box locked to a roof rack locked to the vehicle, providing that, in each case, all items are out of sight.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

**Valuables** means jewellery, furs, articles containing precious metals or precious stones, watches, binoculars, audio, photographic and video equipment, personal organisers and games consoles, personal computers and external computer devices (including all printers, modems, external hard drives and similar).

### **Cover**

Supplementary Cardmembers are not entitled to cover under this section.

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

### **Baggage, Money and Documents Cover**

If during a Trip Your Personal Baggage or Money and Documents are damaged, destroyed, lost or stolen and not recovered, We will reimburse You up to:

1. \$10,000 in total overall in any one (1) three hundred and sixty-five (365) day period;
2. \$1,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
3. \$500 for Money and Documents;
4. \$250 for any Mobile Phone;
5. \$2,500 for any one (1) laptop computer.

### **Terms and Conditions applicable to Baggage, Money and Documents Cover**

1. We will at Our discretion, pay You for the loss of, or replacement of, or repair of the items concerned.
2. Payment will be based on the item's current purchase price subject to a deduction for wear and tear.
3. We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed.
4. You will need to transfer to Us, on Our request and at Your expense, any damaged item.
5. You must take reasonable precautions to secure the safety of all items, and must not leave them unsecured or Unattended or outside Your reach at any time in a Public Place.
6. Cover in respect of theft from an unattended motor vehicle is subject to the following:
  - (a) items must be locked out of sight in a Secure Area; and
  - (b) forcible or violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - (c) evidence of such entry is available.
7. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
8. You must supply all original invoices, receipts and reports to the Appointed Claims Handler ensuring that You keep a copy of the documents sent.

9. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
10. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of You receiving Your Personal Baggage.

### **Exclusions applicable to Baggage, Money and Documents Cover**

Cover does not extend to any loss of or arising from:

1. items loaned, hired or entrusted to You.
2. items left Unattended in a Public Place.
3. Valuables from an unattended motor vehicle or from checked in baggage.
4. electrical or mechanical breakdown of items.
5. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. confiscation or destruction by order of any government or public authority.
7. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. damage to sports gear and activity equipment while in use.
9. in respect to a pair or set of items, we will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
10. shortages, errors, omissions, depreciation in value in respect of Money and Documents.
11. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room.
12. animals or plant life, antiques and historical artefacts, boats or canoes and their ancillary equipment, bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents, business goods or specialised equipment relating to a trade or profession, china, consumable or perishable items, contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, motor vehicles or accessories, pedal cycles, pictures, photos.

### **Excess applicable to Baggage, Money and Documents Cover**

\$100 per claim except for laptop computers where the excess is \$250 per claim.

## **SECTION (F) TRAVEL CANCELLATION COVER**

### **Specific Definitions under Travel Cancellation Cover**

**Travel Cancellation** means the necessary and unavoidable cancellation or curtailment of a Trip due to one of the following causes:

- (a) You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, where in all cases the Close Relative is not more than eighty (80) years of age, having an accident, suffering an unforeseen illness or dying before or during Your Trip.

- (c) Your redundancy which qualifies for redundancy payments under current legislation.
- (d) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.
- (e) You being required by the Police or an authority to be present at Your home or place of business in Australia following burglary, or local major damage such as flood at Your home or place of business in Australia.
- (f) a delay of more than twenty four (24) hours on the outward leg of Your Trip or the reduction in the length of Your Trip by at least 25%, whichever is the greater, as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means that You no longer want to go on Your Trip.

### **Cover**

Supplementary Cardmembers are not entitled to cover under this section.

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

### **In the event of Travel Cancellation**

In the event of Travel Cancellation, We will pay:

- (a) non-refundable deposits;
- (b) pre-paid excursion costs;
- (c) travel agents' commission which is limited to \$750 or 15%, whichever is the lesser;
- (d) unused travel and accommodation costs that You have paid or are contractually obliged to pay; and
- (e) any other reasonable additional expenses incurred limited to \$3,000;
- (f) up to \$12,500 in total per Trip;
- (g) the retail price for any ticket (or part thereof) of a Common Carrier Conveyance ticket purchased using Qantas Frequent Flyer points if that ticket is subsequently cancelled as a result of Travel Cancellation and the loss of such points cannot be recovered from any other source, up to \$12,500.

### **Exclusions applicable to Travel Cancellation Cover**

Cover does not extend to any loss arising from:

1. Pre-Existing Medical Conditions.
2. cancellation due to the death, Accidental Injury, Sickness or Disease of any Close Relative who is more than eighty (80) years of age.
3. additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed.
4. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip.
5. Your failure to check-in at the required time for any flight, sea crossing or train journey.
6. cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the Australian Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
7. travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Cardmember.

8. costs incurred in respect of any Medical Condition where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable. Medical certificates must be provided at Your own cost.
9. You or any other person deciding not to continue Your Trip or changing Your plans.
10. Your financial circumstances or any contractual or business obligation.
11. the failure of Your travel agent to pass on monies to operators or to deliver promised services.
12. a cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
13. any government regulation, prohibition or restriction.
14. circumstances known to You prior to the booking of the Trip.
15. circumstances known to You when You applied for Your Qantas American Express Ultimate Card.

#### **Excess applicable to Travel Cancellation Cover**

\$250 per claim

### **SECTION (G) PERSONAL LIABILITY COVER**

#### **Cover**

Supplementary Cardmembers are not entitled to cover under this section.

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

#### **Personal Liability Cover**

If during Your Trip, You become liable to pay damages for injury to any person, or accidental loss or damage to property, We will pay costs arising directly or indirectly from one (1) cause of up to \$2,000,000 if:

- (a) recoverable from You;
- (b) incurred with Our consent;
- (c) for legal representation at any coroner's inquest or fatal accident inquiry or in a court of summary jurisdiction.

#### **Terms and Conditions applicable to Personal Liability Cover**

1. You must not admit liability, negotiate, make any promise, payment or settlement without Our written consent. You must as soon as You receive them, send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that relates to, or may give rise to, liability.
2. We may at any time make full and final settlement of any claim. If We do so, We will have no further liability in respect of such event or events except for the payment of costs and expenses incurred prior to the date of settlement.

#### **Exclusions under Personal Liability Cover**

Cover does not extend to:

1. injury to any person who is a member of Your family or under a contract of service or apprenticeship with You.
2. loss of or damage to any material property belonging to You, or in Your care, custody or control, or belonging to a member of Your family, or anyone under a contract of service or apprenticeship with You. This does not apply to loss of or damage to buildings and their

contents temporarily occupied by You during a Trip.

3. liability You incur under a contract or agreement which would not have existed in law in the absence of such contract or agreement.
4. injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - (a) mechanically propelled vehicles, aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
  - (b) firearms;
  - (c) animals (other than horses and domestic cats and dogs).
5. injury or loss of or damage to material property arising directly or indirectly from:
  - (a) the ownership possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
  - (b) the carrying on of any trade, business or profession.
6. liability arising directly or indirectly from Special Sports.

## **SECTION (H) 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.

**Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

### **Cover**

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

### **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 Ultimate Card with an amount not exceeding the Purchase Price of the Eligible Item.

We will pay up to:

- (a) AUD20,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) AUD2,500 per event.

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

1. If an Eligible Item has been partially paid for with Your Qantas American Express Ultimate Card Account, then We will only pay such percentage of the purchase price that was paid with Your Qantas American Express Ultimate Card Account.
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 Public Place 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 Ultimate Card Account 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:

1. damage to Eligible Items physically abused by You or the recipient of a gift.
2. lost or stolen Eligible Items not reported to the police within forty-eight (48) hours of discovery of the loss and where a written police report has not been obtained.
3. Eligible Items which are left Unattended in a Public Place.
4. normal wear and tear to Eligible Items.
5. damage to Eligible Items caused by product defects.
6. theft of or damage to Eligible Items in a vehicle.
7. theft of 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.
8. theft of or damage to cash, its equivalents, travellers' cheques, tickets or negotiable instruments.
9. theft of or damage to animals, living plants, perishable goods.
10. theft of 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 and Mobile Phones and their accessories, whilst at Your place of employment.

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

\$50 per claim.

## **SECTION (I) 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 section for the following benefits below, subject to the other terms, conditions and limitations set out in this document.

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

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

We will pay:

- (a) up to \$500 per Eligible Item; and
- (b) no more than \$2,000 in total in any three hundred and sixty-five (365) day period.

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

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 Ultimate Card Account. 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:

1. Eligible Items that are faulty.
2. Eligible Items with a Purchase Price of \$50 or less.
3. Eligible Items purchased from the Retailer where the Retailer has an established return policy which provides the same or a better benefit than this benefit.
4. Eligible Items that can be returned to the Retailer in accordance with rights provided by existing legislation.
5. jewellery; precious stones; rare and precious coins or stamps; one of a kind items including antiques, artwork and furs, cash or its equivalents, travellers' cheques, tickets or negotiable instruments; services, including services ancillary to Eligible Items; PDAs, Mobile Phones or their accessories, 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.

## **6. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS A – I ABOVE.**

### **General Exclusions**

We will not cover losses under any sections of these Terms and Conditions which are recoverable from any other source, or arising from:

1. Pre-existing Medical Conditions.
2. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
3. intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.).
5. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war.
6. service in the military, naval or air service of any country.
7. participation in any military, police or fire-fighting activity.
8. activities undertaken as an operator or crew member of any conveyance.
9. flying in military aircraft or any aircraft which requires special permits or waivers.
10. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
11. 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.
12. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
13. taking of alcohol in combination with any drug or medication.
14. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.
15. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
16. any condition that results in a fear of flying or travel-related phobias.

### **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 before or after You have access under this cover:
  - (a) insurance that You are required to effect under Australian laws;
  - (b) travel insurance;
  - (c) life insurance;
  - (d) consumer credit insurance;
  - (e) credit card insurance;
  - (f) private health insurance;
  - (g) home and contents insurance;
  - (h) business insurance;
  - (i) public liability insurance;
  - (j) income protection insurance;
  - (k) third party property motor vehicle insurance;
  - (l) comprehensive motor vehicle insurance;
  - (m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

## **7. HOW TO MAKE A CLAIM**

When making a claim You must:

1. supply Your Qantas American Express Ultimate Card Account Number.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
3. provide proof of purchase for items being claimed. If no proof of purchase can be provided your claim may not be paid, and this decision will be made at Our complete discretion.
4. disclose to Us details of any other insurance cover under which You may be entitled to claim.

## **MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS**

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.

### **Claiming under the Terms and Conditions**

1. In the event of a medical emergency or for travel assistance whilst overseas call ACE Assistance on +61 2 9335 3492.
2. To make a claim, please submit a written notice of a claim to The Claims Department, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, or by facsimile on +61 2 9335 3467, within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.

3. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to ACE.
6. 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.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

## **8. COMPLAINTS AND DISPUTE RESOLUTION**

If You are dissatisfied with Our services and products in any way You can contact Us on 1800 815 675 or email [Complaints.AU@acegroup.com](mailto:Complaints.AU@acegroup.com) and We will attempt to resolve the matter in accordance with Our Complaint Handling and Dispute Resolution procedures. To obtain a copy of Our guide to Our procedures, please contact Us on the number above or email [Complaints.AU@acegroup.com](mailto:Complaints.AU@acegroup.com).

If We are unable to respond to Your complaint or dispute to Your satisfaction, You may refer the matter to the Financial Ombudsman Service (FOS) for review. FOS will only review disputes if they have gone through Our Complaint Handling and Dispute Resolution procedures. FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are: GPO Box 3, Melbourne VIC 3001 (Tel 1300 780 808 Email: [info@fos.org.au](mailto:info@fos.org.au) Website: [www.fos.org.au](http://www.fos.org.au))

## **9. PRIVACY**

We are committed to protecting Your privacy. We collect, use and retain 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).

We collect personal information (which may include health information) to determine whether to provide this insurance and the cover under it, to administer it once it is in place and to handle or settle any claims made under it. We collect information directly from You or AEII or via Our agents and/or representatives.

We may disclose the information We collect to third parties, including AEII, contractors and contracted service providers engaged by Us to deliver Our products and services or carry out certain business activities on Our behalf (such as assessors and call centres) in relation to them, other companies within the ACE Group, other insurers, Our reinsurers, and government agencies (where We are required to by law) and Your agents and/or representatives. These third parties may be located outside Australia.

You agree to Us using and disclosing personal information as set out in this privacy statement. This consent remains valid unless You alter or revoke it by giving written notice to Our Privacy Officer.

If You wish to access a copy of Your personal information, or to correct or update such personal information, or You have a complaint or want more information about how We manage personal information, You should contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@acegroup.com](mailto:Privacy.AU@acegroup.com).

## **10. GENERAL INSURANCE CODE OF PRACTICE**

ACE is a signatory to the General Insurance Code of Practice (the **Code**). The Code sets out minimum standards that ACE will uphold in respect of the products and services that We provide. Further information about the code is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## **11. FINANCIAL CLAIMS SCHEME AND COMPENSATION ARRANGEMENTS**

We are an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49; and
- We are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

# Qantas American Express Ultimate Card Domestic Return Flight Conditions

## Qantas American Express Ultimate Card Domestic Return Flight Conditions

1. By keeping or using your Qantas American Express Ultimate Card, you are agreeing to these Domestic Return Flight Conditions.
2. In these Domestic Return Flight Conditions:
  - **American Express** means American Express Australia Limited (ABN 92 108 952 085).
  - **Qantas** means Qantas Airways Limited (ABN 16 009 661 901).
  - **you and your** mean the Basic Cardmember holding an Ultimate Card Account.
  - **Flight** means a Qantas domestic non-stop return flight in economy class between two selected Australian cities.
  - **Card** means the Qantas American Express Ultimate Card.

Other expressions which are used in these Domestic Return Flight Conditions but which are not defined here have the same meaning as in the Points Terms and Conditions, enclosed with these Insurances and Domestic Return Flight Conditions.

3. **Bookings from 1 April 2006:** The Flight is available for booking by eligible Basic Cardmembers holding Ultimate Card Accounts from 1 April 2006.
4. **Eligibility:**
  - (a) You are entitled to one Flight in economy class per year of Card membership after your first Card spend in Australia on selected Qantas services<sup>o</sup> in that year. A year is defined as the period starting on the date on which the applicable Card Account is opened by American Express (anniversary date) and expiring on the day before the anniversary date each year thereafter. Your Flight must be booked before the end of the year in which the Basic Cardmember became entitled to that Flight. Flight benefits cannot be carried forward to any subsequent year.
  - (b) To qualify for a Flight, you must have paid the minimum amount on your first and most recent Card statements by the due date and have maintained your Card Account with American Express in good standing.
5. Subject to applicable laws, Qantas and American Express reserve the right to change these Domestic Return Flight Conditions or the offer of Flights from time to time without notice, including but not limited to the right to charge fees for Flights or to stop offering Flights. American Express will inform you of any changes to these Domestic Return Flight Conditions.
6. You may book your Flight in the name of another individual, but not for an unaccompanied minor.
7. Each Flight must be a non-stop return flight between a Departure City and one of its corresponding Arrival Cities in the table below.

Departure City	Arrival Cities		
Adelaide	Brisbane	Melbourne	Sydney
Brisbane	Adelaide	Melbourne	Sydney
Melbourne	Adelaide	Brisbane	Sydney
Perth	Adelaide	Melbourne	Sydney
Sydney	Adelaide	Brisbane	Melbourne
Canberra	Melbourne	Sydney	

These Flight routes are available as at 1 April 2006, and are subject to change without notice at any time.

8. All Flights are subject to availability and neither American Express nor Qantas guarantee that seats or tickets will be available on the dates or at the times you may wish to fly. Seat availability may be limited to certain dates and/or flights and it may be more difficult to book seats around public holidays, school holidays or special events.
9. All travel is subject to the Qantas Fare Conditions and Qantas Conditions of Carriage as amended from time to time. No Points will be awarded for travel on these Flights and Flights will not be eligible for upgrades using Qantas Frequent Flyer points. Qantas may change, cancel or restrict flight operations without notice.

View the full Qantas Conditions of Carriage at

**[qantas.com.au/info/flying/beforeYouTravel/conditionsCarriage](http://qantas.com.au/info/flying/beforeYouTravel/conditionsCarriage)**

10. Tickets for Flights may not be sold, transferred, endorsed, refunded or exchanged for cash. This Domestic Flight Offer may not be combined or taken with any other promotion, discount, negotiated or corporate rate.
11. **To book:** You agree to follow booking procedures for Flights as advised by American Express from time to time. To redeem the Flight, American Express can be contacted between 0900–1800 Monday to Friday. Once your eligibility has been confirmed, American Express Membership Travel Services will process your booking.
12. After a Flight has been booked, no route changes are permitted. If you wish to change the time and/or date of a booked Flight, contact American Express Ultimate Priority Service. Such changes are at Qantas' discretion and at the time of making the change you must pay:
  - (a) The standard Qantas Change Fee (as at 1 March 2006) is AUD38.50 including GST per person per ticket, but this may change without notice from time to time;
  - (b) The difference between the ticketed fare value and the fare for the new booking plus applicable GST and new or increased, surcharges, fees and taxes payable;
  - (c) Any other applicable fees plus applicable GST as charged by American Express. Currently the American Express re-issue fee is AUD27 including GST per booking.
13. American Express does not own or operate any airline or aircraft. American Express is not liable for service deficiencies on the part of airlines or other service providers, including but not limited to: accidents, injuries, infections and illnesses; delays and diversions; changes in routes or itineraries; loss, theft or damage to possessions.

14. When you are eligible for a Flight and you make a booking, you authorise American Express to provide your personal information to Qantas and for Qantas to provide American Express with information on the Flight booking to enable American Express to administer the Domestic Flight Offer.
15. American Express reserves the right to refuse Flight benefits where there is reasonable suspicion of attempted or actual fraud or misuse. If you obtain a Flight benefit to which you are not entitled, you agree to pay us the normal fare for that Flight plus all applicable surcharges, fees and taxes.
16. These Domestic Return Flight Conditions are governed by the laws of New South Wales.

^ Selected Qantas products and services are: (a) Qantas passenger flights with a QF flight number purchased on the Qantas merchant account i.e. directly with Qantas or some travel agents or (b) purchases from Qantas Travel shops. Excludes: Qantas Holidays, Qantas Freight, Jetstar and Qantas branded non-airfare products operated by third parties e.g. Qantas Box Office.



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