

# American Express Velocity Platinum Card Benefits

## Terms and Conditions

### **Effective from 15 June 2011**

If you have not already accepted these Benefits Terms and Conditions, your first use of the Card Account will indicate your agreement to these Benefits Terms and Conditions.



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# **Insurance**

## TERMS AND CONDITIONS

### American Express Velocity Platinum Insurances

Policy Number: 09NACVRP06

#### Cover is effective from 01 April 2011

These Terms and Conditions were prepared on 13 January 2011.

This booklet contains important information about Your American Express Velocity Platinum 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 American Express Velocity Platinum 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.

### TRAVEL INSURANCE COVER

- Transport Accident Cover
- Travel Inconvenience Cover
- Medical Emergency Expenses Cover  
(For 24-hour medical and travel emergency assistance call ACE Assistance on +61 2 9335 3492)
- Baggage, Money and Documents Cover
- Travel Cancellation Cover
- Personal Liability Cover

### PURCHASE PROTECTION COVER

### REFUND PROTECTION COVER

<b>ACTIVATION OF TRAVEL INSURANCE COVER:</b>
Purchase of Trip on an American Express Velocity Platinum Card or with Velocity Points. An American Express Velocity Platinum Card member, Spouse or Dependent Child travelling on a flight booked as part of the Complimentary Virgin Australia Domestic Economy Return Flight benefit or Complimentary V Australia Business Class Companion Fare benefit.
<b>ACTIVATION OF PURCHASE PROTECTION COVER:</b>
Purchase of Eligible Items on an American Express Velocity Platinum Card.
<b>ACTIVATION OF REFUND PROTECTION COVER:</b>
Purchase of Eligible Items on an American Express Velocity Platinum Card in Australia.

\* Points are earned in accordance with the American Express Velocity Cards Points Terms and Conditions available at [americanexpress.com/australia/campaigns/velocity/pdfs/pds\\_points.pdf](http://americanexpress.com/australia/campaigns/velocity/pdfs/pds_points.pdf). Exclusions apply. Velocity Membership and Points earn and redemption is subject to the Velocity membership Terms & Conditions available at [velocityrewards.com.au](http://velocityrewards.com.au), as amended from time to time. Velocity is owned and operated by Velocity Rewards Pty Ltd as trustee of The Loyalty Trust.

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

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

Address:	28–34 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

## **TERMS AND CONDITIONS**

### **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 for American Express Velocity Platinum Card members.

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

AEII holds a Master Policy (ACE reference number 09NACVRP06), the “Master Policy”, with 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 an American Express Velocity Platinum Card member.

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 (eg. 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 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. 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 credit 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 by visiting the website at [americanexpress.com/australia/campaigns/velocity/pdfs/pds\\_platbenefits.pdf](http://americanexpress.com/australia/campaigns/velocity/pdfs/pds_platbenefits.pdf). ACE will issue a new document or a supplementary document to AEI, 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 covered until the time access to the benefit terminates (see below), entitled to coverage for:

Section	Benefit	Summary	Page
TRAVEL INSURANCE COVER			
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 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> <p>Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency.</p>	14

D	Resumption of Journey Cover	<b>Cover for:</b> Cost to resume Your Trip after it has been interrupted following the death, imminent death, serious accident or acute illness of a Close Relative.	18
E	Baggage, Money and Documents Cover	<b>Cover for:</b> Damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during Your Trip.	19
F	Travel Cancellation Cover	<b>Cover for:</b> Non-refundable deposits, prepaid excursion costs and unused travel and accommodation costs You have paid in the event of Travel Disruption.	22
G	Personal Liability Cover	<b>Cover for:</b> Your liability for damage for Injury to any person or damage or accidental loss to property.	24
PURCHASE PROTECTION COVER			
H	Purchase Protection Cover	<b>Cover for:</b> Theft or damage to an Eligible Item within 90 days of purchase.	26
REFUND PROTECTION COVER			
I	Refund Protection Cover	<b>Cover for:</b> 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.	28

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 American Express Velocity Platinum 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 effective date of these Terms and Conditions.

## 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 28-34 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.

*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 Velocity Platinum Card member* means the basic holder of an American Express Velocity Platinum Card, including the holder of any supplementary American Express Velocity Platinum Cards, issued by American Express Australia Limited (ABN 92 108 952 085, AFSL Number 291313), billed from Australia and in Australian dollars.

*Appointed Claims Handler* means ACE or its claims handling agent and/or representative. Close Relative means Spouse, parent, parent-in-law, step-parent, Dependent Child, brother, half-brother, stepbrother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild, provided such person is at the relevant time not more than eighty (80) years of age.

*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:

- (i) taken by You between the point of departure and the final destination as shown on Your ticket; and
- (ii) for which the entire fare has been charged to Your American Express Velocity Platinum Card (or equivalent in Velocity Points) or an American Express Velocity Platinum Card member, Spouse or Dependent Child travelling on the Complimentary Virgin Australia Domestic Economy Return Flight benefit or Complimentary V Australia Business Class Companion Fare benefit.

*Complimentary V Australia Business Class Companion Fare benefit* means the unlimited business class companion fare offer available to American Express Velocity Platinum Card members, the terms of which are defined in the terms and conditions of the American Express Velocity Platinum Card.

*Complimentary Virgin Australia Domestic Economy Return Flight benefit* means the Complimentary Virgin Australia Domestic Return Flight offer available to American Express Velocity Platinum Card members, the terms of which are defined in the terms and conditions of the American Express Velocity Platinum Card.

*Dependent Child* means the American Express Velocity Platinum Card member'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 American Express Velocity Platinum Card member for financial support.

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

*Domestic Trip* means a trip:

- (i) that is more than 150km from Your usual place of residence and is within Australia; and
- (ii) for which the entire fare has been charged to an American Express Velocity Platinum Card (or equivalent in Velocity Points) or an American Express Velocity Platinum Card member, Spouse or Dependent Child travelling on the Complimentary Virgin Australia Domestic Economy Return Flight benefit.

*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 American Express Velocity Platinum Card.

*Injury* means bodily injury which:

- (i) 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
- (ii) causes a Loss, within one hundred (100) days of the accident.

*International Trip* means:

- i) a Trip anywhere outside Australia; and
- ii) for which the entire fare has been charged to an American Express Velocity Platinum Card or equivalent in Velocity Points.

*Loss* means with reference to:

- (i) a foot, complete and permanent severance at or above the ankle joint;
- (ii) a hand, complete and permanent severance at or above the wrist; or
- (iii) an eye, the irrecoverable loss of the entire sight of such eye.

*Pre-Existing Medical Condition* means any medical or mental condition existing prior to the booking of Your Trip affecting You or any travelling companion without whom Your Trip cannot be taken. This means any condition causing You pain or physical distress or severely restricting Your normal mobility, including (but not limited to):

- (i) a condition for which You are on a waiting list for hospital in-patient Treatment;
- (ii) a condition referred to a medical specialist or the cause of hospital in-patient Treatment within six (6) months prior to booking of Your Trip (excluding regular ongoing check-ups where there has been no significant change in condition);
- (iii) pregnancy within eight (8) weeks of the estimated date of delivery; or

(iv) a condition for which a Doctor has provided a terminal prognosis.

*Private Charter* means a flight or flight(s) during Your trip on an aircraft where You and Your travelling companions are the only passengers.

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

*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.

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

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

- (a) that involve the following or preparation for the following:
  - (i) use of, or threat of, force or violence; or
  - (ii) commission of, or threat of, force or violence; or
  - (iii) commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- (b) when one (1) or both of the following applies:
  - (i) 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
  - (ii) 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:

- (a) a Domestic Trip; or
- (b) an International Trip.

Cover for a Trip ceases at the earlier of:

- (i) when You return to Your usual place of residence within Australia; and
- (ii) when Your Trip exceeds sixty-two (62) consecutive days; and
- (iii) when You have travelled a total of one hundred and twenty (120) days during each year of Your American Express Velocity Platinum Card membership.

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

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

*You/Your* means any person provided they are an American Express Velocity Platinum Card member or their Spouse or Dependent Child.

## **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 as a result 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 as a result 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 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, 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 (1) one 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. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are entitled to make a claim We will only make one (1) payment equal to the highest benefit amount payable under any of the American Express Cards which provide cover in relation to the accident and Loss in question.
3. Benefits will be paid in Australian dollars to You or equally to the beneficiaries in the first of the following classes where there is a living member, Your:
  - (i) Spouse;
  - (ii) Dependent Children;
  - (iii) parents;
  - (iv) brothers and sisters; or
  - (v) estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge Us from all obligations under the cover. Any amount payable to a minor may be paid to the minor's legal guardian.

## **SECTION (B) TRAVEL INCONVENIENCE 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. *Delayed flight departure, flight cancellation, or denied aircraft boarding*

If departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to overbooking, 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 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 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 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 American Express Velocity Platinum 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:
  - (i) full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
  - (ii) full details of the delay or loss incurred; and
  - (iii) full details of expenses for which reimbursement is claimed.
5. Benefits payable under this part in respect of valid claims will be credited to Your American Express Velocity Platinum Card account.

## **Exclusions under Travel Inconvenience Cover**

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

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.

## **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

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

### 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:**

**Contact ACE Assistance as soon as You have an emergency on +61 2 9335 3492 and provide Your American Express Velocity Platinum Card number and as much information as possible. Please provide a telephone or fax number where you can be contacted.**

## Terms and Conditions applicable to Medical Emergency Expenses Cover

1. You must be under eighty (80) years of age.
2. We will not pay medical costs over AUD1,500 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 You 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.
9. The cover under this section is supplementary to and is not a substitute for other insurance, which also covers these benefits. This also applies to insurance policies that state that their coverage is subsidiary to others. We will only pay amounts to the extent that they have not been paid by other insurance. You have the choice of which insurer to contact. By contacting ACE Assistance or the Appointed Claims Handler, You agree to inform them of any other insurance coverage and seek reimbursement from the other insurer(s) and/ or state benefit provider. We only pay in respect of costs relating to travel emergencies. In order for the Appointed Claims Handler to evaluate the facts of a medical situation You must release Your treating physician from their doctor-patient confidentiality.

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

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

1. Pre-Existing Medical Conditions.
2. 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. Any costs You incur outside Australia after the date ACE Assistance tells You that You should return to Australia.
6. Cost of Treatment performed by Close Relatives.
7. Coffins and/or urns in excess of those which 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. Any costs incurred in Australia.
11. Claims arising from a Trip involving preplanned 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**

AUD500 per person, per claim. However, if You contact ACE Assistance before more than AUD1,500 medical expenses are incurred and You have registered Your claim, the policy excess will be reduced to AUD250 per person, per claim.

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

### **Cover**

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 Your Trip and return to Australia immediately following the death, imminent death, serious accident or acute illness of a Close Relative and then resume Your Trip, We will pay for reasonable expenses incurred. We will reimburse You for the 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 AUD3,000.

### **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.

## **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 all 'Blackberrys', 'iPhones' and similar).

*Money and Documents* means currency; traveller's cheques; hotel and other redeemable holiday vouchers; petrol coupons; travel tickets; passports; visas; driving licences; plus the wallet, purse or similar article in which these are carried, when:

- a) being carried by You, on or about You, or attached to You; or
- b) in a locked safety deposit box; or
- c) in the locked Secure Area of a motor vehicle between the hours of 0900 and 2100; or
- d) in Your locked hotel room and there is evidence of forced entry; or
- e) in a locked security box within Your hotel and there is evidence of forced entry.

*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 provided all items are out of sight; the fixed storage units of a motorised or towed caravan or a locked luggage box locked to a roof rack locked to the vehicle.

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

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

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

### **Cover**

Cover is provided under this section for the following benefits, 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, or destroyed, lost or stolen and not recovered, We will reimburse You up to:

- a) AUD10,000 in total overall per person in any one (1) three hundred and sixty-five (365) day period;
- b) AUD1,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
- c) AUD500 for Money and Documents;
- d) AUD250 for Mobile Phones;
- e) AUD2,500 for any one (1) laptop computer

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

1. We will 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. You will need to transfer to Us, on Our request and at Your expense, any damaged item, and assign the legal rights to recover from the party responsible up to the amount We have paid.
4. You must take sufficient 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 place to which the public has access.
5. 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 and violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - c) evidence of such entry must be available.
6. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the Purchase Price.
7. You must supply all Your original invoices, receipts and reports to the Appointed Claims Handler ensuring You keep a copy of the documents sent.
8. 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.
9. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of receiving Your Personal Baggage.
10. No claim will be paid for points 8 or 9 above unless You supply written evidence as required confirming the incident occurred during the Trip.

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

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

1. Items loaned, hired or entrusted to You.
2. Loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area.
3. Theft, damage or destruction of Valuables from an unattended motor vehicle or from checked-in baggage.
4. Electrical or mechanical breakdown of the item.
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 of 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. In respect of Money and Documents:
  - a) shortages, errors, omissions, depreciation in value or
  - b) loss from hotel rooms while occupied by You unless evidence is available of the forcible and violent means used by an unauthorised person to gain entry to the room.
11. Animals; antiques and historical artefacts; boats, 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; 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**

1. AUD100 per person, per claim, except for laptop computers where policy excess will be AUD250 per person, per claim.

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

### **Specific Definitions under Purchase Protection Cover**

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

- a) the unforeseeable death, Injury or illness of Your travelling companion, Close Relative or business partner in Australia; or
- b) any other unforeseen circumstances outside Your control.

### **Cover**

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

1. *In the event of Travel Disruption*

In the event of Travel Disruption, We will pay:

- a) non-refundable deposits;
  - b) prepaid excursion costs;
  - c) travel agent's commission which is limited to AUD750 or 15% whichever is the lesser;
  - d) unused travel and accommodation costs that You had paid or are contractually obliged to pay; and
  - e) any reasonable additional expenses incurred for any other unforeseen circumstance outside of Your control limited to AUD3,000 and
  - f) up to AUD12,500 per person, per Trip.
2. *In the event of Travel Disruption when the fare is purchased using Velocity Points or is a Complimentary Virgin Australia Domestic Return Flight or Complimentary V Australia Business Class Companion fare.*

If You purchase an airline ticket (or part thereof) using Velocity Points or are travelling on a Complimentary Virgin Australia Domestic Return Flight fare or Complimentary V Australia Business Class Companion fare and the airline ticket is subsequently cancelled as a result of any Travel Disruption and the loss of such Points cannot be recovered from any other source, We will pay You the retail price for that ticket (or part thereof) at the time it was issued not exceeding AUD12,500.

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

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

1. Pre-Existing Medical Conditions.
2. Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that the Trip is to be cancelled or curtailed.
3. Claims resulting from Your failure to hold or obtain a valid passport or visa in time for the booked Trip.
4. Your failure to check in at the required time for any flight, sea crossing or train journey.

5. Cancellation caused by work commitments, or amendment of Your holiday 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.
6. Financial loss in respect of travel or accommodation booked and paid for by You on behalf of anyone who is not an American Express Velocity Platinum Cardmember.
7. Travel Disruption claims where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable.
8. You or any other person deciding not to continue Your Trip or if You change Your plans.
9. Your financial circumstances or any contractual or business obligation.
10. The failure of Your travel agent to pass on monies to operators or to deliver promised services.
11. 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.
12. Any government regulation, prohibition or restriction.

**Excess applicable to Travel Cancellation Cover**

1. The first AUD250 per claim.

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

### **Cover**

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 up to AUD2,000,000:

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

We will only pay AUD2,000,000 for damages or costs arising directly or indirectly from one (1) cause.

### **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 send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that may give rise to liability.
2. We may at any time make full and final settlement of any claim. We will have no further liability in respect of such events(s) 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 any loss caused or contributed to by:

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 in connection with:
  - 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 and abseiling; American football; baseball; bobsleigh; bungee jumping; canoeing; clay pigeon shooting; deep-sea fishing; fell running; go-karting; hang-gliding; heli-skiing; hockey; horseriding; 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; rockclimbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any other tourists will be carrying guns); trekking; war games/paintball; white-water canoeing and rafting; and yachting more than twenty (20) nautical miles from the nearest coastline.

## **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.

### **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 American Express Velocity Platinum 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 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 American Express Velocity Platinum 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 American Express Velocity Platinum 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. AUD50per person, 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 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 American Express Velocity Platinum 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**

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 American Express Velocity Platinum 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. Alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
2. Intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
3. Travel into hazardous work sites (e.g. underwater, mines, construction sites, oil rigs, etc.).
4. 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.
5. Service in the military, naval or air service of any country.
6. Participation in any military, police or firefighting activity.
7. Activities undertaken as an operator or crew member of any conveyance.
8. Flying in military aircraft or any aircraft which requires special permits or waivers.
9. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
10. 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.
11. Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
12. Taking of alcohol in combination with any drug or medication.
13. An act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
14. 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, 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 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.

## **Dispute Resolution**

if You are dissatisfied with Our service in any way You can contact Us on 1800 236 023 or +61 2 9335 3492 and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on the number above or email [cardmemberServices.ANZ@acegroup.com](mailto:cardmemberServices.ANZ@acegroup.com).

A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It 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:

The Financial Ombudsman Service

Free call: 1300 78 08 08

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [fos.org.au](http://fos.org.au)

## **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).

## **Lounge Pass**

## American Express Velocity Card Lounge Pass Conditions

1. Virgin Australia lounge is owned and operated by Virgin Australia Airlines Pty Ltd in selected domestic airports in accordance with Virgin Australia lounge Terms and Conditions, available at [virginaustralia.com/lounge](http://virginaustralia.com/lounge) and as amended from time to time. You must be a member of the Velocity Rewards program to be eligible for Virgin Australia lounge passes.
2. Two complimentary single entry passes to the Virgin Australia lounge at selected airports will be activated on the Basic Card member's Velocity membership card each 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. The complimentary single entry passes to the Virgin Australia lounge cannot be carried forward to any subsequent year.
3. Each complimentary single entry pass to the Virgin Australia lounge is valid for 12 months for a single visit by one guest and cannot be renewed once expired.
4. Virgin Australia lounges are located at Brisbane, Sydney, Melbourne, Perth, Adelaide and Canberra domestic airports, and can be accessed when travelling on an onward domestic flight with Virgin Australia. Access to Virgin Australia lounges is not available when travelling internationally with V Australia or Pacific Blue. Certain V Australia guests and Gold Velocity members may be eligible to access the lounges of V Australia and Velocity Airline Partners when travelling internationally. Premium Economy and Business fares travelling with Pacific Blue include access to lounges in Christchurch and Wellington international terminals. Please see the V Australia and Velocity websites for further information.
5. You may access Virgin Australia lounges a maximum of two hours prior to your Virgin Australia flight's scheduled departure time.
6. To redeem your complimentary single entry pass to Virgin Australia lounges you must present your Velocity membership card together with your flight itinerary or boarding pass for onward domestic travel with Virgin Australia.
7. Entry of Members, Guests and Single Entry Visitors is at all times subject to space availability.
8. Complimentary single entry passes to Virgin Australia lounge are valid for Virgin Australia owned and operated lounges only and are not valid for partner airlines' lounges or associated lounges, and are subject to Virgin Australia lounge terms and conditions. For more information on the terms and conditions governing all aspects of the Virgin Australia lounge, please refer to [virginaustralia.com/lounge](http://virginaustralia.com/lounge)
9. Complimentary single entry Virgin Australia lounge passes are not redeemable for cash or other services provided by Virgin Australia Airlines Pty Ltd, and must not be sold in any way.
10. Complimentary single entry Virgin Australia lounge passes are not transferable, but may be used to enable other people (who are travelling with you) to gain access to the lounge.
11. Lost or stolen passes for Virgin Australia lounge will not be replaced.
12. Please allow up to 10 business days after your American Express Velocity Card activation or American Express Velocity Card anniversary date for your complimentary single entry Virgin Australia lounge passes to be processed on to the Basic Card member's Velocity membership card.
13. Complimentary single entry Virgin Australia lounge passes will be activated on the Velocity membership card associated with the Velocity membership number held by American Express in relation to the Basic Card member.
14. American Express Velocity Card members can check the status of their complimentary single entry Virgin Australia lounge passes online by logging in to their Velocity Account at [velocityrewards.com.au](http://velocityrewards.com.au)

## **Domestic Return Flight**

## American Express Velocity Platinum Card Domestic Return Flight Conditions

1. By keeping or using your American Express Velocity Platinum 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)
  - *Virgin Australia* means Virgin Australia Airlines Pty Ltd ABN 36 090 670 965
  - *you* and *your* means the Basic Card member holding an American Express Velocity Platinum Card Account
  - *Flight* means a Virgin Australia domestic non-stop return flight in economy class between two selected Australian cities
  - *Card* means the American Express Velocity Platinum Card

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

3. Bookings from 15 June 2011: The Flight is available for booking by eligible Basic Card members holding American Express Velocity Platinum Card Accounts from 15 June 2011.
4. Eligibility:
  - (a) You are entitled to one Flight in economy class per year of Card membership after your first eligible Card spend. 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 of Card membership. Flight benefits cannot be carried forward to any subsequent year.
  - (b) To qualify for a Flight, your Card Account with American Express must be in good standing.
5. Subject to applicable laws, Virgin Australia 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 Virgin Australia operated flight, booked in **saver** fare classes. Flight bookings in **saver** fare class 'R' may be booked up to 24 hours before time of travel. Flight bookings in other **saver** fare classes must be made 21 days in advance of travel.
8. Flights are offered between a Departure City and one of its corresponding Arrival Cities, in the table overleaf.

These Flight routes are available as at 15 June 2011, and are subject to change without notice at any time.

<b>Departure City</b>	<b>Arrival Cities</b>
Adelaide	Brisbane, Canberra, Coolangatta, Melbourne, Sydney
Albury	Sydney
Ballina/Byron	Sydney
Brisbane	Adelaide, Cairns, Canberra, Hamilton Island, Hobart, Mackay, Melbourne, Newcastle, Sydney, Proserpine, Rockhampton, Townsville
Broome	Perth
Cairns	Brisbane, Sydney, Townsville
Canberra	Adelaide, Brisbane, Coolangatta, Hobart, Melbourne, Sydney, Townsville
Coffs Harbour	Melbourne, Sydney
Coolangatta	Adelaide, Canberra, Melbourne, Sydney, Townsville
Hamilton Island	Brisbane, Sydney
Hervey Bay	Sydney
Hobart	Brisbane, Canberra, Melbourne, Sydney
Karratha	Perth
Launceston	Melbourne, Sydney
Mackay	Brisbane, Sydney
Maroochydore	Melbourne, Sydney
Melbourne	Adelaide, Brisbane, Coffs Harbour, Coolangatta, Mildura, Canberra, Hobart, Launceston, Maroochydore, Newcastle, Sydney
Mildura	Melbourne
Newcastle	Brisbane, Melbourne
Newman	Perth
Perth	Broome, Karratha, Newman, Port Hedland
Port Hedland	Perth
Port Macquarie	Sydney
Proserpine	Brisbane
Rockhampton	Brisbane, Townsville, Sydney
Sydney	Adelaide, Albury, Ballina/Byron, Brisbane, Canberra, Cairns, Coffs Harbour, Coolangatta, Hamilton Island, Hervey Bay, Hobart, Launceston, Maroochydore, Melbourne, Mackay, Port Macquarie, Rockhampton, Townsville
Townsville	Brisbane, Cairns, Canberra, Rockhampton, Sydney

9. All Flights are subject to availability and neither American Express nor Virgin Australia 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.
10. All travel is subject to the Virgin Australia Fare Conditions and Virgin Australia 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 Velocity Points. Virgin Australia may change, cancel or restrict flight operations without notice. View the full Virgin Australia Terms and Conditions of Carriage at [virginaustralia.com/TermsandConditions/index.htm](http://virginaustralia.com/TermsandConditions/index.htm)
11. 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.
12. 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 by calling 1300 366 105 from within Australia or +61 2 9271 8655 from overseas. Once your eligibility has been confirmed, American Express Membership Travel Services will process your booking.
13. After a Flight has been booked, no route changes or cancellations are permitted. If you wish to change the time and/or date of a booked Flight, contact American Express by calling 1300 366 105 from within Australia or +61 2 9271 8655 from overseas. Such changes are at Virgin Australia's discretion and at the time of making the change you must pay:
  - (a) The standard Virgin Australia Change Fee (as at 1 April 2011) of AUD50.00 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; and
  - (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 (as at 15 June 2011).
14. 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.
15. When you are eligible for a Flight and you make a booking, you authorise American Express to provide your personal information to Virgin Australia and for Virgin Australia to provide American Express with information on the Flight booking to enable American Express to administer the Domestic Flight offer.
16. American Express reserves the right to refuse Flight benefits where there is reasonable suspicion of attempted or actual fraud or misuse of your Card. 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.
17. These Domestic Return Flight Conditions are governed by the laws of New South Wales.

## **Complimentary Business Class Companion Fares**

## Complimentary Business Class Companion Fare Terms and Conditions

1. By keeping or using your American Express Velocity Platinum Card, you are agreeing to these Complimentary Business Class Companion Fare Terms and Conditions.
2. In these Complimentary Business Class Companion Fare Terms and Conditions:
  - *American Express* means American Express Australia Limited (ABN 92 108 952 085).
  - *V Australia* means Virgin Australia International Airlines Pty Ltd (ABN 63 125 580 823).
  - *Basic Card member* means the Basic Card member holding an American Express Velocity Platinum Card Account.
  - *Card* means the American Express Velocity Platinum Card.
3. The Complimentary Business Class Companion Fare offer on V Australia is available for booking by eligible Basic Card members from 15 June 2011 for direct and formal connection flights sold in the Business Flexi fare classes on V Australia flights only, or on codeshare or interline flights booked through V Australia that codeshare or interline with Delta Airlines. The offers does not extend to flights booked through V Australia that codeshare or interline with any other airline partner.
4. To be eligible for the Complimentary Business Class Companion Fare offer, the Basic Card member must be a Velocity member and the Basic Card member's Card account with American Express must be in good standing.
5. Availability of the offer is subject to seat availability in C class of The Business Flexi fare family.
6. The offer can be booked by the Basic Card member only from the date of Card activation.
7. The Basic Card member must always be one of the guests travelling on the booking. There is no limit to the number of bookings that can be made in any given time period.
8. The offer is valid for two guests only and both guests must be booked and travelling together. The offer will provide a 50% discount on the standard Adult fare price for each guest as at the date of booking. Fees, taxes and surcharges payable for each seat are not discounted and must be paid in full for each guest.
9. Two guests must be booked to travel together at all times in order to be eligible for the offer. This means that the Itinerary cannot be split, and all flight changes must be made for both guests.
10. This offer cannot be used for bookings made via the Internet and all bookings must be made via American Express Membership Travel Services between 0900 and 1800, Monday to Friday on 1300 366 105 (+61 2 9271 8655 internationally).
11. All fares are subject to availability and may change without notice until tickets have been issued. Neither American Express nor V Australia guarantee that seats or tickets will be available on the dates or at the times the Basic Card member 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.

12. After a Flight has been booked, no route changes or cancellations are permitted. If you wish to change the time and/or date of a booked Flight, contact American Express by calling 1300 366 105 from within Australia or +61 2 9271 8655 from overseas. Such changes are at V Australia's discretion and at the time of making the change you must pay:
  - (a) The standard V Australia Change Fee (as charged by V Australia) per person per ticket, which may change 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 (as at 15 June 2011 and subject to change).
13. Your Card is the only form of payment that will be accepted when using the offer.
14. Standard fees and taxes apply for each guest per flight segment for all bookings. The amount will be advised at the time of making the booking.
15. The offer applies to new bookings only and can be used for one-way and return flights.
16. All travel is subject to the V Australia Fare Conditions and V Australia Conditions of Carriage as amended from time to time. V Australia may change, cancel or restrict flight operations without notice. View the full V Australia Terms and Conditions of Carriage at [vaustralia.com.au](http://vaustralia.com.au)
17. The relevant V Australia Terms and Conditions of Carriage and Fare Rules will apply to all bookings and the guest must accept these at the time of making the booking with American Express Membership Travel Services.
18. This offer may not be sold, transferred, endorsed, refunded or exchanged for cash. This offer may not be combined or taken with any other promotion, discount, negotiated or corporate rate.
19. To the extent permitted by law, V Australia and American Express reserve the right to change any terms contained in these Terms and Conditions at any time. American Express will inform you of any changes to these Complimentary Business Class Companion Fare Terms and Conditions.
20. This offer is subject to withdrawal at any time at the discretion of either V Australia or American Express.
21. 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.

22. The Basic Card member authorises American Express to provide your personal information to V Australia and for V Australia to provide American Express with information on the flight booking to enable American Express to administer the Complimentary Business Class Companion Fare offer.
23. American Express reserves the right to refuse the complimentary Business Class Companion Fare offer where there is reasonable suspicion of attempted or actual fraud or misuse of the Card. If the Basic Card member obtains a business class flight under this offer to which the Basic Card member is not entitled, the Basic Card member agrees to pay American Express the normal fare for that business class flight plus all applicable surcharges, fees and taxes.
24. These Complimentary Business Class Companion Fare Terms and Conditions are governed by the laws of New South Wales.





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