

green from American Express®

American Express®
Personal Green Charge Card™

Product Disclosure Statement.

Effective June 2005.

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This PDF contains important information about your Green Card Insurances and should be read carefully and stored in a safe place. We recommend that you take this with you when you travel.

Please note that amounts quoted are in Australian dollars, unless otherwise stated.

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Product Disclosure Statement

Transport Accident Cover, Travel Inconvenience Cover, Purchase Protection Cover and Refund Protection Cover for American Express Personal Green Charge Card Members

Important Information about this Cover

This Product Disclosure Statement (PDS) sets out important information on Transport Accident Cover, Travel Inconvenience Cover, Purchase Protection Cover and Refund Protection Cover to which certain Covered Persons, as defined in this PDS, get automatic access at no additional cost.

Please read this PDS carefully as it explains the nature of the arrangement and its relevant benefits and risks.

American Express International, Inc. (ABN 15 000 618 208, AFS Licence Number 237996) of 175 Liverpool Street SYDNEY 2000 ("AEII") holds a Master Policy (policy number 09NACPGC5, the "Master Policy") with the insurer ACE Insurance Limited, (ABN 23 001 642 020, AFS Licence No. 239687) of 28-34 O'Connell Street SYDNEY NSW 2000 ("ACE").

Under this Master Policy, Covered Persons, as defined, get automatic access to the benefits detailed in this PDS (subject to the relevant terms and conditions specified) provided by ACE as the insurer. You are not charged by ACE for this benefit and can access the benefit if you are a Covered Person as set out in the Definitions.

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

There is no obligation to accept any of the benefits of this cover. However, if a Covered Person wishes to make a claim under the cover provided in this section, they will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this PDS. Therefore, please read this PDS carefully and keep it in a safe place.

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

ACE can be contacted as follows:

ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687)
Address: 28-34 O'Connell Street SYDNEY NSW 2000
Postal Address: GPO Box 4065 SYDNEY NSW 2001
Telephone: 1800 810 624
Facsimile: (02) 9335 3467

This PDS was prepared on May 9, 2005.

Updating this Product Disclosure Statement

Information in this PDS may be updated where necessary. A paper copy of any updated information is available to a Covered Person at no cost by calling ACE or American Express. ACE will issue a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission.

BENEFITS AND SCOPE OF COVER

The terms of cover set out below describe the benefits provided to a Covered Person pursuant to the Master Policy and the terms and conditions which apply.

By way of summary only, a Covered Person is, from the time they become a Covered Person until the time access to the benefit terminates (see below), entitled to cover for:

- specified benefits arising from certain accidental bodily injury that occurs in specified circumstances (see the Transport Accident Cover part for details), and
- specified benefits arising from certain events causing travel inconvenience, (see the Travel Inconvenience Cover part for details); and
- specified benefits arising from certain events that result in a theft or damage to certain items, (see the Purchase Protection Cover part for details); and
- specified benefits arising from certain events relating to purchased items, (see the Refund Protection Cover part for details),

up to the amounts and limits specified for the relevant cover.

Termination

Cover will terminate at the earlier of the following:

- cancellation of a Cardmember's American Express Personal Green Charge 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 PDS replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Master Policy provided prior to the preparation date on the front page of this PDS.

DEFINITIONS

The following definitions apply to the Transport Accident Cover, Travel Inconvenience Cover, Purchase Protection Cover and Retail Protection Cover, where applicable.

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 the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket; and
- (ii) for which the entire fare has been charged to an American Express Personal Green Charge Card prior to any Injury.

Country of Residence means Australia.

Covered Persons means any person provided:

- (i) they are:
 - (a) an American Express Personal Green Charge Card member billed in Australian Dollars;
 - (b) an American Express Supplementary Card member issued on the Personal Green Charge Card Account billed in Australian Dollars; or
 - (c) the Spouse or Dependent Child under age 23 of any person described in (a) or (b) above; and
- (ii) the American Express Personal Green Charge Card is issued by American Express Australia Limited (ABN 92 108 952 085) and is billed from Australia.

Dependent Child means a legally dependent child, including a stepchild or legally adopted child of any eligible person described in (a) or (b) in the definition of Covered Persons and who is wholly dependent on such eligible person(s) for financial support.

Eligible Item means an item

- (i) purchased solely for personal use; and
- (ii) the cost of which has been charged to Your American Express Personal Green Charge Card; and
- (iii) that has had no previous owner; and
- (iv) not purchased privately.

Geographic Scope means the territorial limits of the Commonwealth of Australia.

Our/Us/We means ACE.

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 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 Flight means a flight in an aircraft where the airline is 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, publishes schedules and tariffs for passenger service between named airports at regular and specific times.

Spouse means a person who is lawfully married to the American Express Personal Green Charge Basic Card member, or who has been living with the Basic Card member as a de facto partner for at least the previous six (6) months, with the intention of doing so for an indefinite period.

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

- a) that involves 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 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.

Trip means a journey commencing with a Common Carrier Conveyance within the Geographic Scope not exceeding sixty-two (62) consecutive days and a total of one hundred and twenty (120) days during each year of Card membership. Each journey must commence and end in the Country of Residence.

You/Your means the holder of an American Express Personal Green Charge Card including Supplementary Cards issued by American Express Australia Limited and billed in Australia.

(A) TRANSPORT ACCIDENT COVER

Specific Definitions under (A) Transport Accident Cover

Injury means bodily injury which:

- (a) is caused by accidental, violent external and visible means which occur whilst a Covered Person's cover is in force and solely, directly and independently of all other causes (the accident); and
- (b) is a Loss of the type defined below, which has occurred within 100 days after the accident.

Loss of the type referred to in the definition of Injury means:

- (a) with reference to a foot means complete and permanent severance at or above the ankle joint;
- (b) with reference to a hand means complete and permanent severance at or above the wrist; and
- (c) with reference to eye means the irrecoverable loss of the entire sight of such eye.

Cover

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

1. Loss arising while riding as a passenger in a Common Carrier Conveyance If a Covered Person whilst on a Common Carrier Conveyance Trip sustains an Injury as a result of riding as a passenger (and not as a pilot or crew member) in or boarding or alighting from or being struck by a Common Carrier Conveyance, ACE will pay the applicable benefit amount in the table in paragraph 6 below.

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

If a Covered Person whilst on a Common Carrier Conveyance Trip sustains an Injury as a result of riding as a passenger in a public conveyance operated under a licence for the transportation of passengers for hire:

- when going directly to a point of departure (as designated in the Covered Person's ticket) for the purpose of boarding a Common Carrier Conveyance; or
 - when leaving a destination after alighting from a Common Carrier Conveyance,
- ACE will pay the applicable benefit amount in the table in paragraph 6 below.

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

If a Covered Person whilst on a Common Carrier Conveyance Trip sustains an Injury due to an accident while the Covered Person is in either the point of departure terminal or destination terminal (both as designated in the Covered Person's ticket and designed for passenger use) either immediately before or immediately after taking a Common Carrier Conveyance, ACE will pay the applicable benefit amount in the table in paragraph 6 below.

4. Loss arising from Exposure

If a Covered Person whilst on a Common Carrier Conveyance Trip is unavoidably exposed to the elements and sustains an Injury, other than loss of life, as a result of an accident during a Common Carrier Conveyance Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which they were travelling, ACE will pay the applicable benefit amount in the table in paragraph 6 below.

5. Loss arising from Disappearance

If the Covered Person whilst on a Common Carrier Conveyance Trip disappears as a result of an accident on a Common Carrier Conveyance Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which they were travelling, and the Covered Person's 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 the Covered Person suffered loss of life and ACE will pay the applicable benefit amount in the table in paragraph 6 below.

6. Benefit Amounts and Covered Limits

Loss type	Benefit Amount (AUD)
Loss of life	150,000
<i>Dismemberment:</i>	
Loss of both hands or both feet	150,000
Loss of one hand and one foot	150,000
Loss of entire sight of both eyes	150,000
Loss of entire sight of one eye and one hand or one foot	75,000
Loss of one hand or one foot	75,000
Loss of the entire sight of one eye	75,000

In no event will ACE pay for more than one (1) of the specified types of Loss above sustained by the Covered Person as a result of any one (1) accident. Where more than one type of Loss is sustained by the Covered Person, the benefit will be paid for the greatest Loss amount.

Please note the types of Loss specified above are only covered if they occur within 100 days after the date of the relevant accident (See definition of Injury).

If a Covered Person is entitled to make a claim on ACE in relation to a type of injury specified above caused by the same accident, and this claim is made other than under the terms of this PDS (for example under another insurance benefit provided under another American Express Card), ACE will only make one payment equal to the highest Benefit Amount payable under any one of the American Express Cards which provides cover in relation to the accident and Loss in question. In this paragraph "American Express Card" means the Gold Card, Platinum Card, Centurion Card, Company Card, Business Gold Card, Corporate Card, Gold Corporate Card, Platinum Credit Card, Membership Rewards and other American Express Cards or Accounts as may be introduced worldwide.

Terms and Conditions applicable to Transport Accident Cover

1. Payment of Claims for Transport Accident Cover

Benefits will be paid in Australian currency to the Covered Person or equally to the beneficiaries in the first of the following classes of successive preference beneficiaries in which there is a living member:

- the Covered Person's Spouse;
- the Covered Person's children, including legally adopted children;
- the Covered Person's parents;
- the Covered Person's brothers and sisters; or
- the Covered Person's estate.

In determining such person or persons, ACE 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 ACE from all obligations under the cover. Any amount payable to a minor may be paid to the minor's legal guardian. Benefits for all other Losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the Covered Person's beneficiaries.

2. Making a claim

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

Written notice of a claim must be addressed to Claims Department, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, within twenty (20) days after the occurrence or commencement of any Loss covered under this part or as soon as reasonably practicable thereafter. Benefits will be payable upon receipt of written proof, as required by ACE, of a legitimate covered Loss.

All information and evidence required by ACE or its agents shall be furnished at the expense of the Covered Person or their personal representative and shall be in such form and of such nature as ACE may prescribe.

(B) TRAVEL INCONVENIENCE COVER

Cover

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

1. Delayed flight departure, flight cancellation, or denied boarding

If departure of a Covered Person's confirmed Scheduled Flight from any airport is delayed for four (4) hours or more, cancelled, or the Covered Person is denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to the Covered Person within four (4) hours of the scheduled departure time of such flight, ACE will indemnify the Covered Person for American Express Personal Green Charge Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to AUD200.

2. Missed connections

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting Scheduled Flight, and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of their incoming flight, ACE will indemnify the Covered Person for American Express Personal Green Charge Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to AUD200.

3. Luggage delay

If the Covered Person's accompanying luggage checked on the Scheduled Flight is not delivered to them within six (6) hours of the Covered Person's arrival at the scheduled destination point (not point of origin) of their flight, ACE will indemnify the Covered Person for American Express Personal Green Charge Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to AUD500.

4. Extended luggage delay

If the Covered Person's accompanying luggage checked on the Scheduled Flight is not delivered to them within forty-eight (48) hours of the Covered Person's arrival at the scheduled destination point (not point of origin) of their flight, ACE will indemnify the Covered Person for American Express Personal Green Charge Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to an additional AUD500.

Terms, Conditions and other limitations applicable to Travel Inconvenience Cover

1. Aggregate limit on benefit for claim by more than one Covered Person for the same event

Where the benefits in paragraphs 1,2,3 and 4 above are claimed in relation to the same event by more than one Covered Person, the Covered Persons in the aggregate can only claim up to a maximum of double the benefit limits specified in paragraphs 1,2,3 and 4 above.

2. Exclusions for Travel Inconvenience Cover

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

- (i) confiscation or requisition by Customs or other Government authority;
- (ii) failure of the Covered Person to take reasonable measures to save or recover lost luggage; or
- (iii) failure of the Covered Person to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.

3. Making a claim

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

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

Written notice of all claims must be given within twenty (20) days of the date of the event giving rise to the claim, or as soon as reasonably practicable thereafter, to Us.

Copies of invoices and/or receipts relating to expenses incurred in respect to which indemnity is claimed under this cover must be supplied to Us. Also, the invoices and/or receipts, verifying that the relevant flight tickets were charged to an American Express Personal Green Charge Card Account and, 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.

Benefits payable under this part in respect of valid claims will be credited to the Covered Person's American Express Personal Green Charge Card Account.

Please refer to the general Terms and Conditions Section for further terms and conditions applicable to this cover You need to be aware of.

(C) PURCHASE PROTECTION COVER

Specific Definitions under (C) Purchase Protection Cover

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

Cover

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

Following theft or damage to an Eligible Item within 90 days of purchase, We will repair or replace the Eligible Item or credit Your American Express Personal Green Charge Card with an amount not exceeding the Purchase Price of the Eligible Item.

We will pay up to:

- a) AUD20,000 in any one 365 day period;
- b) AUD2,500 for jewellery, watches, precious metals and gem stones, from any one event.
- c) AUD2,500 per event limit.

Terms, Conditions and other limitations applicable to Purchase Protection Cover

1. General Conditions for Purchase Protection Cover

- 1) Eligible Items which are left unattended in a place accessible to the public and which are not subsequently recovered shall not constitute theft.
- 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) If You purchase the Eligible Item as a gift for someone else, You may request the Insurer to pay a valid claim directly to the recipient of the gift.
- 4) If an Eligible Item has been partially paid for with your American Express Personal Green Charge Card, then We will only pay that percentage of the price.

2. Exclusions for Purchase Protection Cover

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

- a) The first AUD50 of each claim.
- b) Damage to Eligible Items caused by physical abuse by You.
- c) Lost or stolen Eligible Items not reported to the Police within 48 hours of discovery and a written report obtained.
- d) Eligible Items which disappear mysteriously or are left unattended in a place accessible to the public.
- e) Normal wear and tear to Eligible Items.
- f) Damage to Eligible Items caused by product defects.
- g) Theft or damage to Eligible Items in a vehicle.
- h) 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.
- i) Theft, or damage to cash, its equivalents, travellers cheques, tickets or negotiable instruments.
- j) Theft, or damage to animals, living plants, perishable goods, or
- k) Theft, or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, such as computers or computer-related equipment whilst at Your place of employment.

3. Making a Claim

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

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

Written notice of all claims must be given within twenty (20) days of the date of the event giving rise to the claim, or as soon as reasonably practicable thereafter, to Us.

Copies of invoices and/or receipts relating to Eligible Item in respect of which indemnity is claimed under this cover must be supplied to Us. Also, the invoices and/or receipts, verifying that the Eligible Items were charged to an American Express Personal Green Charge Card Account and, on request, items purchased or receipt as proof of mailing/shipping must be supplied to Us.

Benefits payable under this part in respect of valid claims will be credited to the Covered Person's American Express Personal Green Charge Card Account.

Please refer to the general Terms and Conditions Section for further terms and conditions applicable to this cover You need to be aware of.

(D) REFUND PROTECTION COVER

Specific Definitions under (D) Refund Protection Cover

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

Cover

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

If You try to return an unused Eligible Item to the Retailer, within 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 Card account with the Purchase Price.

We will pay up to AUD500 for Eligible Items with a Purchase Price of more than AUD50. We will not pay more than AUD2,000 in any 365 day period

Terms, Conditions and other limitations applicable to Refund Protection Cover

1. Exclusions for Refund Protection Cover

Cover does not extend to:

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

2. Making a Claim

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

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

Written notice of all claims must be given within twenty (20) days of the date of the event giving rise to the claim, or as soon as reasonably practicable thereafter, to Us.

Copies of invoices and/or receipts relating to Eligible Item in respect of which indemnity is claimed under this cover must be supplied to Us. Also, the invoices and/or receipts, verifying that the Eligible Items were charged to an American Express Personal Green Charge Card Account and, on request, items purchased or receipt as proof of mailing/shipping must be supplied to Us.

Benefits payable under this part in respect of valid claims will be credited to the Covered Person's American Express Personal Green Charge Card Account.

Please refer to the general Terms and Conditions Section for further terms and conditions applicable to this cover You need to be aware of.

(E) GENERAL TERMS AND CONDITIONS APPLICABLE TO PARTS (A), (B), (C) AND (D)

1. General Exclusions

ACE will not cover loss under under parts (A), (B), (C) and (D) of this PDS caused or contributed by:

- (i) Alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit;
- (ii) Intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof while sane;
- (iii) Illness, sickness, disease, physical or mental infirmity, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of a covered bodily injury;
- (iv) Travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
- (v) Declared or undeclared war or any act thereof; however, any act committed by and 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;
- (vi) Service in the military, naval or air service of any country;
- (vii) Participation in any military, police or fire-fighting activity;
- (viii) Activities undertaken as an operator or crew member of any conveyance;
- (ix) Flying in military aircraft or any aircraft which requires special permits or waivers;
- (x) Commission of or attempt to commit an illegal act by or on behalf of the Covered Person or their beneficiaries;
- (xi) Directly or indirectly, the 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;
- (xii) Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a physician;
- (xiii) Taking of alcohol in combination with any drug or medication; or
- (xiv) An act of Terrorism except when such event occurs under the cover in part (A) of this PDS.

2. General Insurance Code of Practice (The "Code")

2.1. ACE's adoption of the Code

The Code describes standards of good practice and service to be met by general insurance companies. As part of ACE's commitment to serving the card holder, ACE have adopted the General Insurance Code of Practice. Further information on the Code of Practice is available from ACE.

3. Dispute resolution

ACE have developed an internal dispute resolution procedure in accordance with the Code of Practice. If at any time a Covered Person has an unresolved complaint about ACE's products or services, the Covered Person can use ACE's internal dispute resolution process.

The Covered Person's query or complaint will then be reviewed and ACE will respond within (fifteen) 15 working days. If the Covered Person is unhappy with ACE's internal review of their complaint, the Covered Person may

take their complaint, at no cost to them, to the Claims Review Panel Scheme run by the Insurance Ombudsman Service Limited (IOS). This external dispute resolution panel can make binding decisions, which ACE is obliged to comply with. The IOS can be contacted on 1300 780 808. A brochure describing ACE's dispute resolution procedures in more detail is available from ACE on request.

4. Privacy

4.1 Privacy Statement

ACE Insurance Limited wants to ensure that Covered Persons are confident that any information collected by ACE is treated with the appropriate degree of confidentiality and privacy.

4.2 Privacy Commitment

The following points explain why ACE collects and how ACE may use the cardholder's information:

- Collection of the Covered Person's personal information: ACE collect only relevant information necessary to provide competitive insurance products and services.
- How ACE uses the Covered Person's information: ACE use the information to provide insurance products and services and to issue and administer insurance policies, including the payment of claims.
- Disclosure of the Covered Person's information: ACE limit the release of personal information. ACE will not sell customer information to telemarketing companies. ACE will share information only when:
 - (a) necessary to market and administer ACE's own insurance products and services;
 - (b) ACE provide information to American Express for their marketing, planning, product development, administrative and research purposes; and
 - (c) when required by law.
- The Covered Person's information is protected: ACE maintain strong security controls to ensure that the personal information in ACE's files and computers is protected.
- The Covered Person's medical information is confidential: ACE will not use or share, internally or with any third parties, medical information for any purpose other than insurance underwriting or administration of a customer's policy or claim, as required by law or as authorised by the cardholder.
- ACE require strict privacy protections in ACE's business relationships: ACE only engage in ventures with strategic partners that follow strict confidentiality requirements.

Full details of ACE's Privacy Policy are available on request.

4.3 How to access, correct or update the Covered Persons information

A Covered Person will always have access to any personal information about them that ACE holds. Should the Covered Person wish to be provided with a copy of this information please contact ACE's Privacy Officer at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001.

A request for this information will be actioned within fifteen (15) working days and copies of the information will be posted to the Covered Person's current address. If a Covered Person wishes to correct any of the information, they can contact ACE's Customer Relations Team on 1800 810 624 or e-mail customer.relations@ace-ina.com. ACE will provide any information ACE holds, provided it is not the subject of a claim or legal proceedings or the request is not frivolous or vexatious.

Should a Covered Person be unhappy about ACE's treatment of their personal information, a Covered Person may write to the Privacy Officer (ACE Insurance Limited GPO Box 4907, SYDNEY NSW 2001) clearly setting out the nature of their concern and ACE's Privacy Disputes Panel will respond within fifteen (15) working days.

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