

The Platinum Business Card
from American Express®



Business Card Conditions,
Insurance Product Disclosure Statements
and Assistance Details
Effective August 2005



Contents

This booklet contains important information about Your Business Card Conditions, Insurances and Assistance Details 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.

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American Express®
Business Card

Terms and Conditions

American Express Business Card Conditions

IMPORTANT: Before you use the enclosed Business Card, please read these Conditions thoroughly. If you keep or use the Business Card, you will be agreeing to these Conditions, and they will govern your use of the Business Card. You acknowledge that you will use the Business Card only for business purposes of the Business. If you do not wish to accept these Conditions, please cut the Business Card in half and destroy the pieces as soon as possible.

1 Definitions

In these Conditions: **“you”** and **“your”** means the individual whose name is on the enclosed Business Card. If the enclosed Business Card is a Basic Business Card, you are a **“Basic Business Cardmember”**. If it is a Supplementary Card, you are a **“Supplementary Cardmember”**; **“we”**, **“our”** and **“us”** refer to American Express Australia Limited ABN 92 108 952 085; **“Basic Business Cardmember”** means each individual nominated by the Business to be a Basic Business Cardmember; **“Business”** means the business entity (whether a sole trader, partnership, company or other organisation) which has requested issuance of the Business Card and whose name may appear on the Business Card. **“Business Card”** means the enclosed American Express Business Card; **“Business Card Account”** means the joint and several account of the Business and each Basic Business Cardmember with us, in which all Charges are recorded; **“Charge”** means a transaction made or charged with the Business Card, whether or not a Record of Charge Form is signed, and also includes fees, liquidated damages, taxes and all other amounts you, a Basic Business Cardmember or the Business have agreed to pay us or to be liable for under these Conditions; **“Code”** means a Personal Identification Number (PIN) issued by us or selected by you in the relation to the Business Card, Express Access telephone code and our Online Services password; **“Merchant”** means a business or organisation which accepts the Business Card; **“Supplementary Card”** means an American Express Business Card issued to an individual other than a Basic Business Cardmember, at the request of the Business and on the Business Card Account.

2 Protect The Business Card And Codes

For identification and to prevent misuse, you must ensure that:

- each Business Card is signed by the person to whom it is issued as soon as it is received and before it is used;
- carry it with you whenever you can; and
- regularly check that you still have your Business Card.

To protect your Codes, you should:

- try to memorise them;
- destroy our letter telling you the Code (if applicable);
- not write the Code on any Business Card even if the Code is disguised;
- not keep a record of the Code with or near the related Business Card;
- not tell anyone your Code, including family and friends. If you are asked to disclose your Code by other persons with similar authority, you should not divulge your Code;
- If you select your own Code, not select a number or other Code that can easily be associated with you, such as your date of birth, telephone number, etc. as these self selected Codes may be found on other documents also kept with your Business Card. In the event of loss or theft of your Business Card, a thief may be able to obtain your Code from these documents and access your Business Card Account.

3 Joint And Several Liability

If you are a Basic Business Cardmember, you are jointly and severally liable with the Business and any other Basic Business Cardmember for all Charges on the Business Card Account (including all Charges on the Business Card,

each American Express Business Card issued to another Basic Business Cardmember and each Supplementary Card).

If you are a Supplementary Cardmember, you are jointly and severally liable with the Business and each Basic Business Cardmember for all Charges on the Supplementary Card bearing your name.

4 Cancellation By You

If you are a Basic Business Cardmember, you or the Business may at any time cancel the Business Card and any or all Supplementary Cards by written notice to us. If cancelling a Supplementary Card you immediately must notify the Supplementary Cardmember of the cancellation and must ensure that the Supplementary Card is cut in half and destroyed. If you are a Supplementary Cardmember, you may at any time cancel the Supplementary Card issued to you by written notice to us. Any cancellation by you will not take effect until we receive your written notice, and you will continue to be liable (as set out in Clause 3) for all Charges made before the Business Card is cut in half, destroyed and no longer used. It is therefore very important for Basic Business Cardmembers to remember that writing to us to cancel a Supplementary Card is not enough to release the Basic Business Cardmember or the Business from liability for further Charges made by that Supplementary Card; the Basic Cardmember and the Business will only be relieved of that liability when the Supplementary Card is cut in half, destroyed and no longer used. See Sections 5 and 5A below for more on card cancellation.

5 Cancellation By Us

We can cancel your right to use the Business Card at any time, with or without cause and without notice. If we cancel the Card without cause we will refund a portion of the annual fee.

5a What Happens On Cancellation

If the Business Card is cancelled for any reason, any and all Supplementary Cards on the Business Card Account will be automatically cancelled at the same time. We may list cancelled Business Cards in our "Cancellation Bulletin" and otherwise inform Merchants of cancellation. If the Business Card is cancelled you must cut it in half and destroy both halves at once. You must hand the destroyed card over to any Merchant which so requests or to any third party as nominated by us. You agree not to use the Business Card after it has been cancelled.

If we cancel the Business Card but it is reinstated without a new Business Card being issued to you, then these Conditions will continue to apply to your use of the Business Card.

6 Suspension

We can suspend your right to use the Business Card with or without cause and without notice. If we do suspend your Charge privileges you cannot use the Business Card until such time as arrangements satisfactory to us have been made for payments of outstanding Charges. If we do suspend your Charge privileges we shall not lose any of our rights under these Conditions or at law and these same Conditions shall apply if and when such suspension is lifted.

7 Use Of The Business Card

You may only use the Business Card in accordance with these Conditions within the validity dates shown on its face. You must not give the Business Card or card account number to others or allow them to use it for Charges, identification or any other purposes. If you do so, except on our instructions, you and the Business will be liable for all Charges incurred as a result.

You may use the Card to purchase goods for resale, subject to our credit policy. You must not return any goods, tickets or services obtained with the Business Card for a cash refund, but you may return them to a Merchant for credit to the Business Card Account, if that Merchant agrees or is obliged to do so. You shall not obtain credit to the Business Card Account for any reason other than as a refund for goods or services previously purchased with the Business Card. You must not use the Business Card if a petition for your bankruptcy or for winding-up of the Business may be issued, (unless the petition is no longer in force), or if the Business passes a resolution for its liquidation or the Business has a receiver appointed over any of its assets.

You must not use the Business Card (or if applicable, let any Supplementary Cardmember use their Supplementary Card) if you do not honestly expect that the Business Card Account will be able to be paid in full on receipt of the next monthly statement. You acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you, the Business or anyone else for any loss or damage resulting in such refusal. You may not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia or any other country where the Card is used or where the goods or services are provided.

You and the Business must make sure that each Supplementary Card is used in a manner consistent with these Conditions.

8 Lost, Stolen Or Misused Cards

You must notify us in writing at once if the Business Card is lost or stolen, or if a renewal Business Card has not been received or if you suspect that the Business Card is being used by someone else. If you notify us by telephone you must keep a record of the time, date and person to whom you spoke and then confirm such notification to us in writing by a recorded delivery. You will not be liable for any unauthorised Charges made after we receive notice, and in any case your maximum liability for unauthorised Charges shall be limited to \$50 PROVIDED that neither you, the Business nor another Basic Business Cardmember has been in any way involved in or benefited from the theft or misuse of the Business Card. It is important for both your protection and ours that we have evidence of notification of lost, stolen or misused Business Cards or Supplementary Cards.

9 Liability For Charges – Immediate Payment

Payment of all Charges is due and payable to us by you and the Business immediately upon receipt of our monthly statement by you or the Business. Each monthly statement of Charges shall be deemed to have been received by you or the Business upon the date of the actual receipt or the seventh day following its despatch by us. You and the Business must pay the full amount shown in the monthly statement immediately on receipt of the statement.

10 Billing Address

You or the Business must notify us in writing immediately of any change in the Business name or billing address. If that address is outside Australia, we may charge the Overseas Airmail Fee specified in the Schedule.

11 Taxes And Duties

If we have to or will have to pay or reimburse anyone else for any tax, duty or other charges imposed by law in Australia (including or Stamp Duty) in respect of the Business Card, your use of it, or any other transaction involving you or the deposit of funds received from the Business Card Account, we may charge you and the Business the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

12 Default

If you or the Business do not pay the Business Card Account in full by the date of your next monthly statement, you and the Business are in default. If the Business is a trustee of a trust, the Business will be in default if any of the following events happen:

- the trust is held by a court not to have been properly constituted or you or the Business concede that the trust has not been properly constituted;
- the trust terminates or the beneficiaries of the trust resolve to terminate the trust;
- the Business ceases to hold the trust assets or property in its name or its ceases to be trustee; and
- the Business commits a breach of trust which, in our opinion, is material. You and the Business agree to notify us in writing immediately if any of the above events happen.

13 Liquidated Damages

If you and/or the Business are in default under clause 12, you acknowledge that we may suspend or cancel your Charge privileges. If we do not receive full payment of the new Charges billed on your monthly statement by the date of your next monthly statement, the unpaid balance will be identified on that next monthly statement as "Previous Balance". If this occurs, you agree that we may charge you liquidated damages as specified in the Schedule. Liquidated damages may themselves be included in a Previous Balance in any subsequent statement until paid in full.

14 Enforcement Expenses

You and the Business must pay us reasonable costs in recovering or attempting to recover Charges from you or the Business, including solicitor's fees on a solicitor/client basis, except as prohibited by law.

15 Overseas Charges

If you make a Charge in a currency other than Australian dollars, that Charge will be converted into Australian dollars. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Australian dollars. If the Charge is in U.S. dollars, it will be converted directly into Australian dollars. Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission as specified in the Schedule. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

16 Payments

You and the Business must always pay us in Australian dollars, in immediately available funds and without set-off, counterclaim, deduction or withholding. If we decide to accept payment in another currency, we shall convert your payment to Australian dollars at our exchange rates and credit it to the Business Card Account.

17 Set Off

You and the Business each agree that we may set off any amounts that you and/or the Business owe to us against any amounts that we owe to you and/or the Business under any agreement.

18 Late Or Part Payments

We may at our discretion accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do so, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions. Unless otherwise required by law, we may credit part payments to any of the outstanding Charges on the Business Card as we choose.

19 Dishonoured Payments

If we received a cheque, draft or other payment instrument from or for you which is not honoured in full for any reason, you and the Business agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, as permitted by law. If you pay us through the Automatic Payment Plan or by a Line of Credit activator and our debit to your account with a financial institution is not honoured in full for any reason, you agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, as permitted by law. You agree that the Dishonour Fee specified in the Schedule is a reasonable cost in these circumstances.

20 Problems With Bills Or Purchases

If you have any problem with your monthly statement, please contact us at once and we will do our best to resolve your problem. Pending resolution of the problem, we agree to place a temporary credit on any disputed amount but you and the Business must pay all other Charges. You agree to provide

us with a written confirmation or statement regarding your dispute if we so request. If after our investigation of your problem, we determine that you or the Business are responsible for the Charge, and you continue to dispute that determination, we can nevertheless Charge the amount in question to the Business Card Account and if you or the Business fail to pay, we can report your failure to pay such an amount. But if we do so, we will notify anyone to whom we report the matter that you are disputing it. Except as required by law, we are not responsible for goods and services charged with the Business Card, or if a Merchant refuses to accept the Business Card. You must raise any claim or dispute directly with the Merchant concerned, or other third party, and you are not entitled to withhold payment from us because of such claim or dispute. You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official Police report. By reporting the existence of unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the unauthorised Charges to the Police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the Police in relation to your claim of unauthorised Charges.

21 Subrogation

If the Merchant does not provide you or the Business with the goods and services purchased by use of the Business Card, we may at our discretion credit the Business Card Account for the amount Charged. If we do so, you by these terms appoint us your attorney to pursue any right you or the Business may have against the Merchant, in your and/or the Business' name but at our cost, including but not limited to voting and proving any insolvency, administration of, or commencing any proceedings against the Merchant. You and the Business agree to assign to us on demand any such rights.

22 Renewal Cards

You and the Business request us to issue you and any Supplementary Cardmembers with a renewal Business Card whenever the current Business Card or Supplementary Card expires, and you and the Business agree to pay the annual Card Fee when we bill you. This renewal arrangement will continue until you tell us to stop and you destroy the current Business Card or you tell us not to issue a renewal Business Card.

23 Exchange Control, Tax & Anti-money Laundering

You and the Business must comply with any and all applicable exchange control and tax laws governing the use of the Business Card, and you and the Business agree to indemnify us against any consequences of your failure to comply with these laws. It is an offence under the Financial Transaction Reports Act 1988 (Cth) to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where we have reasonable grounds to suspect that such a transaction(s) has occurred on the Business Card Account, we are obliged to complete and lodge a suspect transaction report to the Federal Government (AUSTRAC).

24 Privacy And Personal Information

The American Express Privacy Policy Statement sets out policies on management of personal information. In accordance with the Privacy Act, you can access personal information about you held by us and advise if you think it is inaccurate, incomplete or out-of-date. To arrange access to personal information about you, or to request a copy of the American Express Privacy Policy Statement or to enquire generally about privacy matters, write to – The Privacy Officer, American Express Australia Limited, 175 Liverpool Street, GPO Box 1582, Sydney NSW 2001. In this clause personal information means information about you, including your financial circumstances, credit worthiness, credit history, credit standing, credit capacity, your use of the Business Card and your conduct of the Business Card Account. You agree that, subject to the Privacy Act, we and our agents may do the following (and other persons mentioned below can disclose personal information to us for these purposes):

- **Information from credit reporting agencies** Obtain credit reports about you from credit reporting agencies to assess the application for issue to you of the Business Card or to collect overdue payments from you, and obtain personal information from a business that provides commercial credit worthiness information.
- **Disclose to credit reporting agencies** Disclose personal information to credit reporting agencies before, during or after providing credit to you. This includes, but is not limited to:
 - the application for you to become a Basic Business Cardmember, and that we are a credit provider to you on the Business Card Account;
 - advice about Business Card Account payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue);
 - advice that cheque(s) drawn by you, or direct debit requests to your bank account which you have authorised us to make, which are more than \$100 have been dishonoured more than once;
 - our opinion that you do not intend to meet your credit obligations (or that you have committed some other serious credit infringement);
 - that credit provided on the Business Card Account has been paid or otherwise discharged.
- **Credit providers** Exchange personal information with credit providers named in the application for the Business Card or in a credit report issued by a credit reporting agency. This is for purposes including but not limited to:
 - assessing your credit worthiness, the application for you to become a Basic Business Cardmember and for any subsequent application you make for credit;
 - notifying other credit providers of your default or failure to comply with these Conditions;
 - exchanging information about the Business Card Account where you are in default with other credit providers;
 - approving or declining a transaction you wish to make with the Business Card; and
 - our administration of the Business Card Account.
- **Persons you tell us about** Exchange personal information with any person whose name you give us from time to time. This includes, for example, for the purpose of confirming your employment and income details with any employer, confirming your or the Business' details with any landlord/mortgagee, accountant, financial adviser or tax agent named in the application for the Business Card.
- **Collection agent** If you and/or the Business are in default under these Conditions, notify and exchange personal information with our collection agent.
- **Co-brand partners** Provide personal information to any organisation whose name, logo or trademark appears on the application for the Business Card or on the Business Card for marketing, planning, product development and research purposes and seek from and exchange with such organisations personal information about you.
- **Our service providers** Transfer personal information confidentially to our related companies and other organisations which issue or service American Express Cards or provide services to us. This includes transferring personal information to the United States or other countries for data processing and servicing.
- **Call monitoring** Monitor and record your telephone conversations with us from time to time for staff training and service quality control purposes.

Invitation. You invite us and our agents to use your personal information for marketing purposes. This includes contacting you by telephone, mail or e-mail to discuss and agree any purchase of goods or services from an American Express company or of any third party. Please call us on 1300 13 2639 if you wish us to remove your name from our marketing lists.

25 RECURRING CHARGES

If you use the Business Card to buy goods and services such as insurance and subscription services, requiring regular or installment payments ("Recurring Charges") to a Merchant, you and the Business authorise us to pay such Recurring Charges when due and to pay us for the same when we bill you. Subject to the terms of your agreement with the Merchant, you or the Business may terminate Recurring Charges by giving notice to the Merchant. You and the Business shall be liable for and continue to make payment for Recurring Charges until the Merchant stops billing us, even if you have cancelled or we have suspended the Business Card Account.

26 Use Of Cash Machines

The Express Cash™ Program is governed by one or more agreements separate from these Conditions.

27 Card Is Our Property

The Business Card remains our property at all times.

28 Where Business Is A Trustee

If the Business is a trustee of a trust:

- these Conditions bind the Business personally and as trustee of that trust;
- you must use the Business Card for business purposes of the trust only; and
- you must ensure that the Business and each beneficiary of the trust signs any additional documents (such as a Beneficiary Consent Form) which we may reasonably require to give effect to the Conditions.

You and the Business also represent and warrant to us that:

- the trust is validly formed and any relevant trust document is valid and complies with the law;
- the Business is properly appointed as sole trustee of the trust;
- the Business has always complied, and will comply, with the terms of the trust and its duties and powers as trustee;
- the Business has power to enter into the Conditions and to perform its obligations as trustee of the trust;
- the entry by the Business into the Conditions is for proper trust purposes;
- the Business has a full right of indemnity from the trust assets in respect of all Charges, liabilities and obligations under the Conditions; and
- the Business is entitled to use trust assets to meet any of your or the Business' obligations under the Conditions, ahead of any rights of any of the beneficiaries.

29 Changing These Terms And Conditions

We have the right to change these Conditions at any time. Such changes may include, without limitation, introducing or changing fees for providing you with additional copies of monthly statements or transaction records. We shall notify you and the Business of any change. By keeping or using the Business Card after notification, you and the Business agree to the change. Notice to a Basic Business Cardmember shall count as notice to every Supplementary Cardmember. If you do not accept any change to these Conditions, you may cancel the Business Card by cutting it in half and destroying it. We will then refund a portion of the annual fee. You and the Business will still be liable for all Charges incurred.

30 Notices

You and the Business will have been deemed to receive any notice we give you under these Conditions seven (7) days after we sent it, unless you actually receive it earlier.

31 Evidence

You and the Business agree that a certificate signed by one of our officers stating the amount you owe us under these Conditions will be proof of such amount. You and the Business also agree that a copy produced from a microfilm of any document relating to the Business Card Account or produced from data received by us electronically from a Merchant's point-of-sale terminal or from you or the Business, shall be admissible to prove the contents of that document for any purpose.

32 No Waiver Of Our Rights

No forbearance, delay or failure on our part to exercise any power or right under these Conditions waives, reduces or limits that power or right, nor shall any single or partial exercise of such power or right preclude any other further exercise of that or any other power or right.

33 Assignment

We may assign any of our rights and obligations under these Conditions without your or the Business' consent.

34 Governing Law

These Conditions are governed by the laws of New South Wales.

Schedule

Basic Cardmembership Fee

American Express Business Card \$109 per year

American Express Gold Business Card \$169 per year

American Express Platinum Business Card \$1,200 per year

Supplementary Cardmembership Fee

American Express Business Card \$79 per year

American Express Gold Business Card \$119 per year

American Express Platinum Business Card – up to 4 at no additional fee, thereafter \$600 for each additional supplementary card per year.

For certain products, Cardmembership fees may be varied as indicated on the application form for the Business Card or in subsequent correspondence.

Liquidated Damages

Liquidated damages of three percent (3.0%) per month or \$20, whichever is the greater, will be charged on the previous balance and also on any part of the previous balance which remains unpaid at 15 day intervals.

Currency Conversion Fee

2.5% of the AUD equivalent of the foreign currency transaction amount.

Dishonour Fee

\$20 for each dishonour or debit rejection.

Record of Charge Fee

Payable if you or a Supplementary Cardmember requests a copy of an individual charge: \$7 for charges in Australia; \$10 for other charges.

Overseas Airmail Fee

Payable if you have a billing address outside Australia:

\$5 per year.

Product Disclosure Statement
American Express® Platinum
Business Card Insurances

Product Disclosure Statement

Effective August 2005

This booklet contains important information about Your Platinum Business 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.

Important Information about this Cover

This Product Disclosure Statement ("PDS") sets out important information about Transport Accident Cover, Card Account Waiver Cover, Business Trip Completion Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Loss of Income Cover, Hijack and Detention Cover, Kidnap Cover, Purchase Protection Cover and Refund Protection Cover for American Express Platinum Business Cardmembers.

This PDS 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 policy (policy number 09NACPLTSB, 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, You 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 these benefits.

This is pursuant to a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act 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.

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 this section, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this PDS.

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.

For medical and travel emergencies please contact +61 2 9461 2241

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

AXA can be contacted as follows:

AXA Assistance Australia Pty Ltd	(ABN 22 086 648 464)
Address:	Level 2, 33-35 Atchison Street St Leonards NSW 2035
Telephone:	+61 2 9461 3800
Facsimile:	+61 2 9960 8933

This PDS was prepared on August, 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 You at no cost by calling 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 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 an American Express Platinum Business Cardmember until the time access to the benefit terminates (see below), entitled to cover for:

Benefit	Sum Insured (in Australian Dollars) up to	Summary
Transport Accident Cover	\$400,000	Specified benefits arising from Injury that occurs in specified circumstances (see the Transport Accident Cover part (A) for details)
Transport Accident Card Account Waiver Cover	\$25,000	Specified benefits arising from Injury that occurs in specified circumstances (see the Card Account Waiver Cover part (B) for details)
Business Trip Completion Cover	\$25,000	Specified benefits arising from events resulting in the need to send an alternative employee (see the Business Trip Completion Cover part (C) for details)
Travel Inconvenience Cover	\$700	Specified benefits arising from certain events causing travel inconvenience (see the Travel Inconvenience Cover part (D) for details)
Medical Expenses Cover	\$ unlimited with the exception of \$1,000 limit for emergency dental treatment	Specified benefits arising from certain events that result in a medical emergency, (see the Medical Emergency Expenses Cover part (E) for details)
Resumption of Journey	\$5,000	Specified benefits arising from certain events causing travel interruption (see the Resumption of Journey Cover part (F) for details)
Travel Cancellation Cover	\$30,000	Specified benefits arising from certain events causing travel cancellation, (see the Travel Cancellation Cover part (H) for details)
Baggage, Money and Documents Cover	\$30,000	Specified benefits arising from certain events causing loss, and/ or damage to baggage, money or documents, (see the Baggage, Money and Documents Cover part (G) fo details)

Benefit	Sum Insured (in Australian Dollars) up to	Summary
Personal Liability Cover	\$3,000,000	Specified benefits arising from certain events causing a liability to pay damages, (see the Personal Liability Cover part (I) for details)
Loss of Income Cover	\$12,000	Specified benefits arising from certain events causing loss of income (see the Loss of Income Cover Part (J) for details)
Hijack and Detention Cover	\$28,000	Specified benefits arising from certain events as a result of hijacking (see the Hijack and Detention Cover Part (K) for details)
Kidnap Cover	\$28,000	Specified benefits arising from certain events as a result of kidnap (see the Kidnap Cover Part (L) for details)
Purchase Protection	\$30,000	Specified benefits arising from certain events that result in a theft or damage to certain items, (see the Purchase Protection Cover Part (M) for details)
Refund Protection	\$5,000	Specified benefits arising from certain events relating to purchased items, (see the Refund Protection Cover Part (N) for details)

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

Termination

Cover will terminate at the earlier of the following:

- cancellation of a member's American Express Platinum Business 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, Card Account Waiver Cover, Business Trip Completion Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Loss of Income Cover, Hijack and Detention Cover, Kidnap Cover, Purchase Protection Cover and Refund Protection Cover.

American Express Platinum Business Cardmember means the basic holder of a Platinum Business Card including Supplementary Cards issued by American Express Australia Limited (ABN 92 108 952 085), billed from Australia and in Australian Dollars.

Appointed Claims Handler means AXA Assistance Australia Pty Ltd Level 2, 33-35 Atchison Street, St Leonards, NSW 2065.

Australia means the territorial limits of the Commonwealth of Australia.

Close Relative means Spouse, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, 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 an American Express Platinum Business Card (or equivalent in Membership Rewards™ points) prior to any Injury.

Dependent Child means Your legally dependent child under the age of twenty three (23), including a stepchild or legally adopted child who is wholly dependent on You for financial support.

Doctor means a legally registered medical practitioner who is not the American Express Platinum Business Cardmember or their relative.

Eligible Item means an item

- (i) purchased solely for personal use; and
- (ii) the cost of which has been charged to Your American Express Platinum Business Card; and
- (iii) that is new and has not been used; and
- (iv) not purchased privately.

Emergency Assistance Company means AXA Assistance Australia Pty Ltd Level 2, 33-35 Atchison Street, St Leonards, NSW 2065.

Injury means bodily injury which:

- (i) is caused by accidental, violent external and visible means and results solely, directly and independently of all other causes (the accident); and
- (ii) is a Loss, which has occurred within one-hundred (100) days of the accident.

Loss means:

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

Policy Excess means the first amount of each and every claim payable by you.

Pre-Existing Medical Condition means any medical or mental condition existing prior to Your Trip affecting You or any person without whom Your Trip cannot be taken, including Close Relatives; and/or 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 in-patient Treatment within six (6) months prior to Your Trip;
- (iii) pregnancy within eight (8) weeks of the estimated date of delivery;
- (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 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. The entire fare for the flight must be charged to an American Express Platinum Business Card or the equivalent in Membership Rewards™ points.

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 Platinum Business Cardmember's husband or wife and includes a de-facto and/or life partner with whom the American Express Platinum Business Cardmember 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 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.

Treatment means surgical or medical procedures, the sole purpose of which is the cure or relief of acute illness or injury, and performed by a Doctor.

Trip means a journey commencing with a Common Carrier Conveyance Trip which does not exceed one-hundred and eighty (180) consecutive days or a total of one hundred and eighty three (183) days during each year of Your membership. Each journey must commence and end in Australia and the entire fare charged to an American Express Platinum Business Card (or equivalent in Membership Rewards™ points).

You/Your means any person provided they are an American Express Platinum Business Cardmember or their Spouse or Dependent Child.

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

Part (A) Transport Accident Cover

Specific Definitions under (A) Transport Accident Cover.

American Express Card(s) means the Personal Card, Gold Card, Platinum Card, Centurion Card, Business Card, Gold Business Card, Platinum Business Card, Business Travel Account, Company Card, Corporate Card, Gold Corporate Card, Corporate Meeting Card, Platinum Credit Card, Membership Rewards™ and other American Express Cards or Accounts as may be introduced worldwide.

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 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.

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 public conveyance operated under a licence for the transportation of passengers for hire:

- (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.

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 the Your ticket) either immediately before or immediately after taking a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6.

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.

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.

6 *Benefit Amounts and Covered Limits*

Loss type	Benefit Amount (AUD)
Loss of life	400,000
Dismemberment:	
Loss of both hands or both feet	400,000
Loss of one (1) hand and one (1) foot	400,000
Loss of entire sight of both eyes	400,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	200,000
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 Part (A) 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 Card(s) which provides cover in relation to the accident and Loss in question.
- 3 Benefits will be paid in Australian currency to You or equally to the beneficiaries in the first of the following classes where there is a living member: Your;
 - (i) Spouse;
 - (ii) children, including legally adopted 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. Benefits for all other Losses sustained by You will be paid to You, or in the event of Your accidental death to Your beneficiaries.

Part (B) Transport Accident Card Account Waiver

Cover

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

1. *Payment of outstanding balance of American Express Platinum Business Card*

If You suffer a Loss under Part A -Transport Accident Cover, then in addition to the benefit payable under Part (A), We will also pay the outstanding balance of Your American Express Platinum Business Card account as at the time of the accident (including American Express Platinum Business Card charges incurred prior to the accident and not yet billed) up to AUD25,000.

Specific exclusion under Part (B) – Transport Accident Card Account Waiver

1. We will not pay any amounts identified on Your American Express Platinum Business Card account monthly statement issued prior to the accident which are more than ninety (90) days overdue for payment.

Part (C) Business Trip Completion Cover

Specific Definitions under Part (C) Business Trip Completion Cover

Alternative Employees Expenses mean all reasonable and necessary expenses incurred in sending a substitute person to complete Your original journey and objectives.

Serious Injury or *Serious Sickness* means injury or sickness which entirely prevents You from completing all or the necessary part of Your business objectives for the Trip and which, based on medical evidence, is likely to last for longer than the available time to complete the business objectives of the trip. Such total disablement must commence while You are covered by this insurance.

Cover

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

1 Alternative Employee Expenses

If as a result of Your accidental death, Serious Injury or Serious Sickness whilst on a Common Carrier Conveyance Trip, Your company necessarily incurs Alternative Employee Expenses, We will pay expenses incurred for:

- (a) Return airfares at the same class as the original ticket limited to AUD25,000; and
- (b) Accommodation and meal expenses to a maximum of AUD25,000 and other essential expenses incurred in transportation of the substitute person limited to AUD1,000.

Exclusions under Part (C) Business Trip Completion Cover

We will not cover any loss caused or contributed to by:

- (a) Injury or sickness where the Common Carrier Conveyance Trip was taken against the advice of a Doctor; or
- (b) Pregnancy or any complication thereof.

Part (D) 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 Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for American Express Platinum Business Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to AUD700.

2 Missed 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 American Express Platinum Business Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to AUD700.

3 Luggage delay

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 American Express Platinum Business Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to AUD700.

4 Extended luggage delay

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 of Your flight, We will reimburse You for American Express Platinum Business Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to an additional AUD700.

Terms and Conditions applicable to Part (D) Travel Inconvenience Cover

- 1 Where the benefits in paragraphs 1, 2, 3 and 4 above are claimed in relation to the same event by more than one (1) person, You can only claim a maximum of double the benefit limits specified.
- 2 You must retain invoices and/or receipts, verifying that the relevant flight tickets were charged to Your American Express Platinum Business Card account.
- 3 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.
- 4 Benefits payable under this part in respect of valid claims will be credited to Your American Express Platinum Business Card account.

Exclusions under Part (D) Travel Inconvenience Cover

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

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

Part (E) Medical Emergency Expenses Cover

Specific Definitions under Part (E) 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) or 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 the Emergency Assistance Company. 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 the Emergency Assistance Company's senior medical officer; or
- c) repatriation directly to Australia when recommended by the Emergency Assistance Company's senior medical officer; or
- d) return to Australia after hospitalisation, provided that You are deemed to be medically fit for travel by the Emergency Assistance Company's senior medical officer, and that Your original means of transportation cannot be used.

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 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 the Emergency Assistance Company'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 AUD unlimited and up to a maximum of AUD1,000 for emergency dental Treatment.
- (c) AUD75 per complete twenty-four (24) hours that You are hospitalised as an in-patient whilst on a Trip up to a maximum of \$5,000 in all per person, to cover incidental expenses.

In the event of a Medical Emergency the Emergency Assistance Company 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, the Emergency Assistance Company 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 the Emergency Assistance Company as soon as You have an emergency on +61 2 9461 2241 and provide Your American Express Platinum Business 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 Part (E) Medical Emergency Expenses Cover

1. General Conditions for 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 the Emergency Assistance Company as soon as a claim or potential claim arises. You must contact the Emergency Assistance Company 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 steps 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 cause and extent of loss and/or damage.
 - 5) We are not liable for payment and/or service, if You brought about the loss intentionally or through gross negligence or You attempt to deceive the Appointed Claims Handler.
 - 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 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; and
 - (b) no payment is incurred which would constitute "health insurance business" as defined under the National Health Act, 1953 (Cth)
 - 9) This cover is supplementary 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 the Emergency Assistance Company 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 Part (E) Medical Emergency Expenses Cover

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

- a) Pre-Existing Medical Conditions;
- b) The first AUD100 of each and every claim;
- c) Participation in Special Sports, extreme sports where special equipment, training and preparation are required;
- d) You engaging in Manual Work;
- e) Costs related to dentures, crowns and orthodontics;
- f) Any costs You incur outside Australia after the date the Emergency Assistance Company tells You, You should return to Australia;
- g) Cost of Treatment performed by Close Relatives;

- h) Coffins and/or urns in excess of those which meet international airline standards for transportation of mortal remains;
- i) Sexually transmitted diseases;
- j) 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;
- k) Any costs incurred in Australia;
- l) Claims arising from a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless the Emergency Assistance Company's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

Part (F) Resumption Of Journey 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. Resumption of Journey Cover

In the event that You have to interrupt Your Trip and return to Australia immediately following the death of a Close Relative and then resume Your Trip, We will pay for reasonable expenses incurred. We will reimburse the costs of an economy air ticket to Australia and an economy air ticket to return You to the overseas location where You were to be at that time (as stated in Your original itinerary) up to the limit of AUD5,000.

Terms and Conditions applicable to Part (F) 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 25% of the time) of the Trip remaining (whichever is greater);
3. the death 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.

Part (G) Baggage, Money And Documents Cover

Specific Definitions under Part (G) Baggage, Money and Documents Cover

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

- a) being carried by You or on or about 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 a hotel room in Your presence and there is evidence of forced entry;
- e) in a locked security box within hotel room occupied by You and there is evidence of forced entry.

Pair or Set means a number of Personal Baggage items associated as being similar, complementary or used together including winter sports equipment.

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.

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 estate 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.

Valuables means jewellery; furs; articles containing precious metals or precious stones; watches; radios; binoculars; audio, photographic and video equipment; mobile phones; printers; personal organisers and games consoles, personal computers, printers and modems.

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. 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) AUD30,000 in total overall per person in any three hundred and sixty-five (365) day period; sub-limited to AUD500 per person in respect of Money and Documents;
- b) AUD1,000 for any one (1) item or any one Pair or Set of items or for Valuables;
- c) AUD1,000 for any mobile phone;
- d) AUD5,000 for any one (1) lap top computer.

Terms and Conditions applicable to Part (G) 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) To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
- 4) 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.
- 5) 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 have access.
- 6) Cover in respect of theft from an unattended motor vehicle is subject to the following:

- a) items must be locked out of sight in a Secure Area; and
 - b) forcible and violent means must have been used by an unauthorised person to gain entry to the vehicle; and
 - c) evidence of such entry is available.
- 7) 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.
 - 8) 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.
 - 9) No claim will be paid for points 7 or 8 unless You supply written evidence as required confirming the incident occurred during the Trip.
 - 10) You must supply all Your original invoices, receipts and reports to the Appointed Claims Handler ensuring You keep a copy of the documents sent.

Exclusions applicable to Part (G) Baggage, Money and Documents Cover

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

- 1) The first AUD100 of each and every claim except for Laptop Computers and Mobile Phones where the first AUD250 of each and every claim is payable by You;
- 2) Items loaned, hired or entrusted to You;
- 3) Loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area;
- 4) Theft, damage or destruction of Valuables from an unattended motor vehicle or from checked-in baggage;
- 5) Electrical or mechanical breakdown of the item;
- 6) Wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning;
- 7) Confiscation or destruction by order of any government or public authority;
- 8) 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;
- 9) Damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle;
- 10) In respect of a Pair or Set of items where We will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed;
- 11) Damage to sports gear and activity equipment while in use;
- 12) In respect of Money and Documents:
 - a) shortages, errors, omissions, depreciation in value or
 - b) claims 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.

Part (H) Travel Cancellation Cover

Specific Definitions under Part (H) Travel Cancellation Cover

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

- a) an unexpected medical or mental condition suffered by a Close Relative, You, or a person with whom You have booked to travel with; or
- b) a change in Your financial circumstances as a result of redundancy which qualifies for redundancy payments under current legislation; or
- c) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.

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. In the event of Travel Disruption

In the event of Travel Disruption, We will pay non-refundable deposits, pre-paid excursion costs and unused travel and accommodation costs that You had paid or are contractually obliged to pay, up to AUD30,000 per person, per Trip.

2. In the event of Travel Disruption when the fare is purchased using Membership Rewards™ points.

If You purchase an airline ticket (or part thereof) using Membership Rewards™ points or similar reward points 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 AUD30,000. The taxes and charges for the airline ticket under this section must be paid for using Your American Express Platinum Business Card.

Exclusions applicable to Part (H) Travel Cancellation Cover

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

- 1) Pre-Existing Medical Conditions.
- 2) The first AUD100 of each and every claim.
- 3) Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that the Trip is to be cancelled or curtailed.
- 4) Claims resulting from Your failure to hold or obtain a valid passport or visa in time for the booked Trip.
- 5) Your failure to check-in at the required time for any flight, sea crossing or train journey.
- 6) Cancellation caused by work commitments, or amendment of Your holiday entitlement by Your employer.
- 7) Financial loss in respect of travel or accommodation booked and paid for by You on behalf of anyone who is not a beneficiary.
- 8) Travel Disruption claims where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable.

Part (I) Personal Liability 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. Personal Liability Cover

If during Your Trip, You become liable to pay damages for bodily injury to any person, or accidental loss or damage to property, We will pay costs up to AUD3,000,000:

- 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 AUD3,000,000 for damages or costs arising directly or indirectly from one (1) cause.

Terms and Conditions applicable to (I) Personal Liability Cover

1. You must not admit liability, negotiate, make any promise, payment or settlement without Our written consent. You must send to 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 event(s) except for the payment of costs and expenses incurred prior to the date of settlement.

Exclusions under Part (I) Personal Liability Cover

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

- 1) Bodily 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 anything belonging to, or in the care custody or control of You, a member of Your family, or under a contract of service or apprenticeship with You, other than 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) Bodily 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 10 metres in length);
 - b) firearms;
 - c) animals (other than horses and domestic cats and dogs).
- 5) Bodily 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; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; horse riding; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any other tourists will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

Part (J) Loss Of Income.

Specific Definitions under Part (J) Loss of Income.

Monthly Salary means all items of remuneration including bonuses, commission and the like paid every calendar month.

Temporary Total Disablement means the temporary inability of You to engage in Your usual occupation or business duties, while You are under the regular care of and acting in accordance with the instructions or advice of a Doctor. If self-employed, Temporary Total Disablement must prevent You from helping, managing or carrying out any part of the day to day running of a business.

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. Temporary Total Disablement – Loss of Income

If You are in employment or self-employed and during the course of a Trip suffer an illness, or have an accident resulting in an Injury, which leads to Temporary Total Disablement and results in a loss of income lasting for thirty (30) days or longer, We will pay Your Monthly Salary up to a maximum of AUD3,000 per month, to a maximum of AUD12,000 in total per person.

Terms and Conditions applicable to Part (J) Loss of Income.

1. You must see a Doctor. The first day of Your Temporary Total Disablement is the day Your Doctor confirms You cannot work.
2. At the end of the first thirty (30) days and after every subsequent thirty (30) day period or whenever We request, You must provide Us with a Doctors certificate confirming Your continuing Temporary Total Disablement.
3. We will pay one (1) monthly benefit on or after the thirty-first (31)st day and continue to pay for each complete calendar month, or until You are no longer suffering Temporary Total Disablement, and up to AUD12,000 in the aggregate per person for any one (1) period of Temporary Total Disablement.
4. After the first thirty (30) days of Temporary Total Disablement We will pay benefit of 1/30th the monthly benefit for each subsequent day of Temporary Total Disablement if Temporary Total Disablement is less than a complete calendar month.
5. We will only pay a Temporary Total Disablement monthly benefit if You have been in employment or self-employed for ninety (90) consecutive days between Temporary Total Disablement claims resulting from different conditions or causes.
6. If two (2) periods of Temporary Total Disablement resulting from the same condition or cause are separated by less than ninety (90) days We will treat this as one (1) claim, therefore the first thirty (30) days will not apply to the second period of Temporary Total Disablement. However, We will not pay for any days when You did not suffer Temporary Total Disablement.

Part (K) Hijack And Detention

Specific definitions under Part (K) Hijack and Detention

Hijack means whilst You are on a Common Carrier Conveyance Trip the unlawful seizure of or wrongful exercise of control of the aircraft or other Common Carrier Conveyance or the crew thereof in which You are travelling.

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. In the event of Hijacking and Detention

In the event of Your Common Carrier Conveyance being subjected to Hijack and/or illegal detention during Your Trip and You being detained as a result of such Hijack and illegal detention for a period in excess of twenty-four (24), We will pay the costs for Your Close Relatives to travel to and stay at the place of the Hijack up to AUD2,000 per every twenty-four (24) hours You are held captive up to a maximum of AUD28,000 for a maximum of thirteen (13) days.

2. In the event of Your accidental Death as a result of Hijacking

In the event of Your accidental death as a result of an Injury sustained during a Hijack whilst on Your Trip , We will pay AUD400,000 under Part (A) Transport Accident Cover.

Terms and Conditions applicable to Part (K) Hijack and Detention

1. Claims under this section shall be calculated from the actual time of Hijack of the conveyance on which You were travelling.
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 one of the American Express Card(s) which provides cover in relation to the accidental death in question.

Part (L) Kidnap

Specific definitions under Part (L) Kidnap

Kidnapping means the illegal taking, seizing or detaining by force of You and holding You captive for the purpose of demanding payment of monies to secure Your release.

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. In the event of Kidnap

If whilst on a Trip You are Kidnapped We will pay the costs for Your Close Relatives to travel to and stay at the place of the Kidnap. We will pay AUD2,000 per every twenty-four (24) hours You are held captive up to a maximum of AUD28,000 for a maximum of thirteen (13) days, per person, per occurrence.

Terms and Conditions applicable to Part (L) Kidnap

1. You must take all reasonable precautions to protect the confidentiality of this cover.
2. We will not act as Your negotiator or intermediary or advise You in dealing with the kidnappers.

Part (M) Purchase Protection Cover

Specific Definitions under Part (M) Purchase Protection Cover

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

1. Theft or damage of Eligible Items

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

We will pay up to:

- a) AUD30,000 in any one 365 day period;
- b) AUD3,500 for jewellery, watches, precious metals and gem stones, from any one event;
- c) AUD3,500 per event only.

Terms and Conditions applicable to Part (M) 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 for Us 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 Card, then We will only pay that percentage of the price.
5. 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 Platinum Business Card and on request, items purchased or receipt as proof of mailing/shipping.
6. Benefits payable under Part (M) in respect of valid claims will be credited to Your American Express Platinum Business Card Account.

Exclusions under Part (M) 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 forty- eight (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;
- 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.

Part (N) Refund Protection Cover

Specific Definitions under Part (N) Refund Protection Cover

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

Cover

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

1. Refund protection of unused Eligible Items

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

We will pay up to AUD1,000 for Eligible Items with a Purchase Price of more than AUD50.

We will not pay more than AUD5,000 in any 365 day period.

Terms and Conditions applicable to Part (N) Refund Protection Cover

1. In the event of a claim You must provide to Us copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express Platinum Business Card and on request, items purchased or receipt as proof of mailing/shipping.
2. Benefits payable under Part (N) in respect of valid claims will be credited to Your American Express Platinum Business Card account.

Exclusions under Part (N) Refund Protection Cover

Cover does not extend to:

- 1) Eligible Items that are not in good condition, not free from all defects, and not in working order;
- 2) Eligible Items purchased from the Retailer that has an established return policy, which is the same or better than this benefit;
- 3) Jewellery; precious stones; rare and precious coins or stamps; one of a kind items including antiques, art 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 You in accordance with the rights provided by existing legislation.

Making A Claim Under The American Express Platinum Business Card Insurances

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

First read the relevant section of the specific 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 Part (E) Medical Expenses, Part (G) Baggage and Part (H) Cancellation cover

- 1) In the event of medical emergency or for travel assistance whilst overseas call the Emergency Assistance Company on +61 2 9461 2241.
- 2) For non-emergencies and to obtain claim forms call the Appointed Claims Handler on +61 2 9461 2217.
- 3) You must submit a fully completed claim form and all supporting documentation within twenty-eight (28) days of You returning to Australia.
- 4) You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
- 5) You should keep copies of all documents that You send to the Appointed Claims Handler.
- 6) Payment will be made within thirty (30) days if You are entitled to receive reimbursement.

Claiming under Part (A) Transport Accident Cover, Part (B) Transport Card Account Waiver Cover, Part (C) Business Trip Completion Cover, Part (D) Travel Inconvenience Cover, Part (F) Resumption of Journey Cover, Part (I) Personal Liability Cover, Part (J) Loss of Income Cover, Part (K) Hijack and Detention Cover, Part (L) Kidnap Cover, Part (M) Purchase Protection Cover and Part (N) Refund Protection Cover.

Written notice of a claim must be addressed to The Claims Department, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, within twenty (20) days after the occurrence or commencement of any loss covered under this part or as soon as reasonably practicable thereafter. For a claim form please contact Us on 1800 810 624.

Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

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

General Terms And Conditions Applicable To Parts

(A), (B), (C), (D), (E), (F), (G), (H) (I), (J), (K), (L), (M) AND (N).

1. General Exclusions

We will not cover loss under parts (A), (B), (C), (D), (E), (F), (G), (H) (I), (J), (K), (L), (M) and (N) 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) Travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs etc.);
- (iv) 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;
- (v) Service in the military, naval or air service of any country;
- (vi) Participation in any military, police or fire-fighting activity;

- (vii) Activities undertaken as an operator or crew member of any conveyance;
- (viii) Flying in military aircraft or any aircraft which requires special permits or waivers;
- (ix) Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries;
- (x) 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;
- (xi) Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor;
- (xii) Taking of alcohol in combination with any drug or medication; or
- (xiii) An act of Terrorism except when such event occurs under the cover in part (A) Transport Accident Cover of this PDS;
- (xiv) Any condition that results in a fear of flying or travel related phobias.

General Insurance Code of Practice (The “Code”)

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 Our commitment to serving the card holder, We have adopted the General Insurance Code of Practice.

Further information on the Code of Practice is available from Us by calling 1800 810 624.

Dispute resolution

We have developed an internal dispute resolution procedure in accordance with the Code of Practice.

If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process.

Your query or complaint will then be reviewed and We will respond within fifteen (15) working days. If You are unhappy with Our internal review of Your complaint, then You may take Your complaint, at no cost to You, to the Claims Review Panel Scheme run by the Insurance Ombudsman Service Limited (IOS). This external dispute resolution panel can make binding decisions, which We are obliged to comply with.

The IOS can be contacted on 1300 780 808.

A brochure describing Our dispute resolution procedures in more detail is available from Us on request.

Privacy

Privacy Statement

We want to ensure that You are confident that any information collected by Us is treated with the appropriate degree of confidentiality and privacy.

Privacy Commitment

The following points explain why We collect and how We may use the cardholder’s information:

- Collection of Your personal information: We collect only relevant information necessary to provide competitive insurance products and services.
- How We use Your information: We use the information to provide insurance products and services and to issue and administer insurance policies, including the payment of claims.
- Disclosure of Your information: We limit the release of personal information. We will not sell customer information to telemarketing companies. We will share information only when:
 - a) necessary to market and administer Our own insurance products and services;
 - b) We provide information to American Express for their marketing, planning, product development, administrative and research purposes; and

- c) when required by law.
- Your information is protected: We maintain strong security controls to ensure that the personal information in Our files and computers is protected.
- Your medical information is confidential: We 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.
- We require strict privacy protections in Our business relationships: We only engage in ventures with strategic partners that follow strict confidentiality requirements.

Full details of Our Privacy Policy are available on request.

How to access, correct or update Your information

You will always have access to any personal information about You that We hold.

Should You wish to be provided with a copy of this information please contact Our 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 Your current address. If You wish to correct any of the information, You can contact Our Customer Relations Team on 1800 810 624 or e-mail customer.relations@ace-ina.com

We will provide any information We hold, provided it is not the subject of a claim or legal proceedings or the request is not frivolous or vexatious.

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

Monthly Business
Expenses Cover

Product Disclosure Statement

Effective August 2005

This booklet contains important information about Your Platinum Business Card Insurances and should be read carefully and stored in a safe place. Please note that amounts quoted are in Australian Dollars.

Important Information about this Cover

This Product Disclosure Statement ("PDS") sets out important information about Monthly Business Expenses Cover for American Express Platinum Business Cardmembers.

This PDS 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 NSW 2000 ("AEII") holds a Master Policy (policy number 09NACPLTMB, 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, You 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 these benefits and can access the benefits if You are an American Express Platinum Business Cardmember.

This is pursuant to a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act 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.

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 this section, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this PDS.

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 August 2, 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 You 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 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 an American Express Platinum Business Cardmember until the time access to the benefit terminates (see below), entitled to cover for:

Benefit	Sum Insured (in Australian Dollars) up to	Summary
Monthly Business Expenses	AUD3,000 per month for a maximum of six (6) months	Specified benefits arising from Injury or Sickness that results in Temporary Total Disablement (see the Monthly Business Expenses Cover for details)

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

Termination

Cover will terminate at the earlier of the following:

- cancellation of a member's American Express Platinum Business Card; or
- termination of the Master Policy; or
- the death of the American Express Platinum Business Cardmember; or
- the anniversary date immediately following the American Express Platinum Business Cardmember's attainment of the age of seventy (70); or
- the American Express Platinum Business Cardmember ceases to be permanently residing in Australia; or
- the American Express Platinum Business Cardmember engages in employment, occupation, business or activities which are excluded in this PDS.

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 Monthly Business Expenses Cover.

American Express Platinum Business Cardmember means the basic holder of a Platinum Business Card but does not include Supplementary Cards issued by American Express Australia Limited (ABN 92 108 952 085), billed from Australia and in Australian Dollars.

Doctor means a legally registered medical practitioner who is not the American Express Platinum Business Cardmember or their relative.

Injury means bodily injury which:

- (i) is caused by accidental, violent external and visible means and results solely, directly and independently of all other causes (the accident); and
- (ii) results solely and independently of any other causes, including any Pre-existing Medical Conditions, physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury).

Fixed Expenses means regular monthly expenses (excluding Your Salary) incurred as part of Your business transactions that have been continuously incurred for a period of no less than six (6) months or over such shorter period You have been operating as a self-employed person.

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) or 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.

Monthly Business Expenses means your Fixed Expenses incurred in the daily transaction of Your business if self employed. Monthly Business Expenses are limited to any Fixed Expenses including rates, superannuation, employee salaries and telephone costs and excludes alterations to fixed

assets and depreciation. All such expenses must be certified by Your accountant as regular Monthly Business Expenses.

Pre-Existing Medical Condition means:

- (a) any condition for which a Doctor was consulted or for which treatment or medication was prescribed prior to You becoming an American Express Platinum Business Cardmember; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the time they become an American Express Platinum Business Cardmember; or
- (c) pregnancy within eight (8) weeks of the estimated date of delivery; or
- (d) a condition for which a Doctor has provided a terminal prognosis.

Salary means in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been self-employed.

Sickness means any illness or disease first manifesting itself not less than thirty (30) days after You become an American Express Platinum Business Cardmember.

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.

Temporary Total Disablement means the temporary inability of You to engage in Your usual occupation or business duties, while You are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

You/Your means any person provided they are an American Express Platinum Business Cardmember.

We/Our/Us means ACE Insurance Limited (ABN 23 001 642 020 AFSL 239687).

Monthly Business Expenses Cover

If whilst You are a Platinum Business Cardmember You suffer from an Injury or Sickness which results in Your Temporary Total Disablement, We will pay Your Monthly Business Expenses up to AUD3,000 per month up to a maximum of six (6) months.

We will not pay:

- (a) for the first thirty (30) days of Your Temporary Total Disablement;
- (b) for any Temporary Total Disablement as a result of a Pre-Existing Medical Condition;
- (c) unless You, as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this policy, procure and follow proper medical advice from a Doctor;

Making A Claim Under The American Express Platinum Business Card Insurances

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

First read the relevant section of the specific 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 Part (A) Monthly Business Expenses Cover.

Written notice of a claim must be addressed to The Claims Department, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, within twenty (20) days after the occurrence or commencement of any loss covered under this part or as soon as reasonably practicable thereafter. For a claim form please contact Us on 1800 810 624.

Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.

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.

General Terms And Conditions Applicable To Part (A) Monthly Business Expenses Cover.

General Exclusions

We will not cover loss under part (A) 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 thereat while sane;
- (iii) Travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
- (iv) 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;
- (v) Service in the military, naval or air service of any country;
- (vi) Participation in any military, police or fire-fighting activity;
- (vii) Activities undertaken as an operator or crew member of any conveyance;
- (viii) Flying in military aircraft or any aircraft which requires special permits or waivers;
- (ix) Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries;
- (x) 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;
- (xi) Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor;
- (xii) Taking of alcohol in combination with any drug or medication;
- (xiii) Participation in Special Sports, extreme sports where special equipment, training and preparation are required;
- (xiv) You engaging in Manual Work.

General Insurance Code of Practice (The “Code”)

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 Our commitment to serving the card holder, We have adopted the General Insurance Code of Practice.

Further information on the Code of Practice is available from Us by calling 1800 810 624.

Dispute Resolution

We have developed an internal dispute resolution procedure in accordance with the Code of Practice.

If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process.

Your query or complaint will then be reviewed and We will respond within fifteen (15) working days. If You are unhappy with Our internal review of Your complaint, then You may take Your complaint, at no cost to You, to the Claims Review Panel Scheme run by the Insurance Ombudsman Service Limited (IOS). This external dispute resolution panel can make binding decisions, which We are obliged to comply with.

The IOS can be contacted on 1300 780 808.

A brochure describing Our dispute resolution procedures in more detail is available from Us on request.

Privacy

Privacy Statement

We want to ensure that You are confident that any information collected by Us is treated with the appropriate degree of confidentiality and privacy.

Privacy Commitment

The following points explain why We collect and how We may use the cardholder's information:

- Collection of Your personal information: We collect only relevant information necessary to provide competitive insurance products and services.
- How We use Your information: We use the information to provide insurance products and services and to issue and administer insurance policies, including the payment of claims.
- Disclosure of Your information: We limit the release of personal information. We will not sell customer information to telemarketing companies. We will share information only when:
 - a) necessary to market and administer Our own insurance products and services;
 - b) We provide information to American Express for their marketing, planning, product development, administrative and research purposes; and
 - c) when required by law.
- Your information is protected: We maintain strong security controls to ensure that the personal information in Our files and computers is protected.
- Your medical information is confidential: We 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.
- We require strict privacy protections in Our business relationships: We only engage in ventures with strategic partners that follow strict confidentiality requirements.

Full details of Our Privacy Policy are available on request.

How to access, correct or update Your information

You will always have access to any personal information about You that We hold.

Should You wish to be provided with a copy of this information please contact Our 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 Your current address. If You wish to correct any of the information, You can contact Our Customer Relations Team on 1800 810 624 or e-mail customer.relations@ace-ina.com

We will provide any information We hold, provided it is not the subject of a claim or legal proceedings or the request is not frivolous or vexatious.

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

Platinum Business
Assistance Services

Summary of Benefits Provided under Platinum Business Card Assistance Services

Eligibility:

- Platinum Business Basic & all Supplementary Cardmembers
- Spouse and dependent children aged less than 23

Assistance	Benefits
Medical Assistance	<ul style="list-style-type: none"> • Available outside Australia • Medical evacuation and repatriation • Medical monitoring • Dispatch of essential medicines not readily available • Arrange replacement of spectacles/contact lenses/prescribed medicines
Legal Assistance	<ul style="list-style-type: none"> • Available outside Australia • Referral & Advance of Legal Fees & Bail Bond – up to US\$10,000
Roadside Assistance	<ul style="list-style-type: none"> • Available within Australia only • Assistance or towing up to \$125
Home Assistance	<ul style="list-style-type: none"> • Available within Australia only • 24-hour referral to service providers • Charges for 2 emergency call outs

Platinum Business Card Assistance Services

terms and conditions

1 Definitions

1.1 Platinum Business Card Assistance

Platinum Business Card Assistance is offered 24 hours a day, 7 days a week, and covers the following assistance services:

1.1.1 Medical Assistance

1.1.2 Legal Assistance

1.1.3 Roadside Assistance

1.1.4 Home Assistance

1.1.5 Worldwide Personal Assistance

1.2 Assistance Providers

Platinum Business Card Assistance is a service benefit of The Platinum Business Card. American Express Australia Limited, the issuer of The Platinum Business Card, may utilise the services of reputable third parties in the provision of services falling under Platinum Business Card Assistance.

1.3 Covered Persons

For Service 1.1.1 Covered Persons are defined as:

- An American Express Basic Platinum Business Cardmember billed in Australian dollars;
- An American Express Supplementary Cardmember issued on the Platinum Business Card Account billed in Australian dollars;
- The spouse or dependent children under age 23 living at the same address and travelling with the Cardmember.

Where the Covered Person is not a Basic or Supplementary Platinum Business Card member, any applicable charges shall be made to the Card Account of the Platinum Business Cardmember, and any requests for assistance shall be made by the Basic or Supplementary Cardmember.

For Services 1.1.2 – 1.1.5 Covered Persons are defined as:

- An American Express Basic Platinum Business Cardmember billed in Australian dollars;

- An American Express Supplementary Cardmember issued on the Platinum Business Card Account billed in Australian dollars.

1.4 Eligibility

Services 1.1.1 – 1.1.2 are valid for trips outside the Commonwealth of Australia of a maximum duration of 90 days, in case of accident and emergency only:

- Services 1.1.3 – 1.1.4 are valid in the Commonwealth of Australia only;
- Service 1.1.5 is valid worldwide.

2 Medical Assistance

2.1 Cover

2.1.1 Dispatch of Essential Medicines Not Readily Available

If medical supplies are necessary for treatment of an unforeseeable disease or accident and cannot be obtained locally, Platinum Business Card Assistance will do its utmost to obtain and dispatch them to the Covered Person at the earliest possible time. The cost of such medicines, duties and taxes (if applicable), will be borne by the Covered Person, including any duties and taxes (if advanced). These will be billed to the Covered Person's Platinum Business Card Account within 30 days from the date of the service.

2.1.2 Medical Assessment of Treatment Received Locally/Medical Monitoring

Platinum Business Card Assistance shall take all reasonable steps to obtain a medical assessment of the treatment of a Covered Person and co-ordinate and, where it is medically advisable in the opinion of a physician designated by Platinum Business Card Assistance ("Designated Physician"), monitor the local treatment until the Covered Person is released from treatment or is sent home. These steps include but are not limited to the following:

- a) The Designated Physician shall follow up with the local physician, discuss the preliminary diagnosis and evaluate the recommended treatment based on the information made available to the Designated Physician;
- b) The Designated Physician will contact the local treating physician throughout the treatment period, when deemed medically advisable, to monitor the progress of the Covered Person and to determine the adequacy and necessity of treatment being provided to the Covered Person. In cases where the Designated Physician does not deem it medically advisable to contact the local attending physician every 48 hours, or more frequently, while the Covered Person is in a hospital, a representative for Platinum Business Card Assistance will contact the Covered Person at least every 48 hours, if possible, and if not, will contact the local physician in order to monitor the progress of the Covered Person.

2.1.3 Medical Evacuation and Repatriation

If the Designated Physician determines that the Covered Person is not receiving adequate treatment locally, Platinum Business Card Assistance will organise his/her transfer to a more appropriate hospital, at no cost to the Covered Person. If necessary, depending on the injury or illness and if medically advisable, the Covered Person will be repatriated to the medical centre closest to his/her usual place of residence. If transportation is required, it will be arranged by one of the following options: first class train, couchette or sleeping car, taxi, ambulance, air (on a scheduled flight – business class where possible), or air ambulance.

2.1.4 Emergency Funds

To minimise financial inconvenience to the Covered Person in an emergency, the following services will be provided:

- a) When Platinum Business Card Assistance has been provided with information that the Covered Person is covered by a health

insurance policy which would cover the services in question or where a medical facility or local physician refuses to provide needed medical services to a Covered Person or refuses to permit a Covered Person to leave the medical facility without making financial arrangements, Platinum Business Card Assistance shall first ask the medical facility or local physician to bill the insurance company of the Covered Person and, if the medical facility or local physician is unwilling to do so, shall then request the medical facility or local physician to bill the Covered Person directly, rather than requiring the Covered Person to pay on site.

- b) Where a local physician or medical facility refuses to provide needed medical services to a Covered Person without receiving advance payment for those services and/or obtaining a guarantee, upon the request of the Covered Person, Platinum Business Card Assistance shall guarantee and, when necessary, advance for such payment, up to US\$8,000. If a Covered Person is unconscious and Platinum Business Card Assistance determines it is necessary to offer such a guarantee or to advance payment to a local physician or medical facility, Platinum Business Card Assistance shall do so on the Covered Person's behalf if a family member is not available for this purpose. All such payments will be billed to the Covered Person's Platinum Business Card Account.

2.1.5 Visit of an Immediate Family Member to the Covered Person's Hospital Bedside

Platinum Business Card Assistance shall arrange and pay for emergency round-trip economy class transportation for one member of the immediate family of the Covered Person to travel to the place of treatment if:

- a) the Covered Person is travelling alone or with a child of 16 years or younger, or with a travelling companion who is not a family member and who has been required to leave the Covered Person; and
- b) a Designated Physician, in consultation with the local treating physician, reasonably anticipates that the Covered Person will be hospitalised for ten consecutive days or more. Platinum Business Card Assistance shall arrange accommodation for the family member but shall have no responsibility for the cost of the accommodation, meals or other expenses of the family member.

2.1.6 Repatriation of Dependent Children

If dependent children aged 16 years or younger, travelling with the Covered Person at the time of injury or illness of the Covered Person, are left unattended, Platinum Business Card Assistance shall arrange and pay for one-way economy class transportation to return such children to their usual place of residence. Should it be necessary to have the said children accompanied by an attendant, Platinum Business Card Assistance shall pay for a qualified escort to accompany the children. If the child of a Covered Person or a member of the Covered Person's immediate family designates a return destination other than the Covered Person's usual place of residence, Platinum Business Card Assistance shall make the travel arrangements, purchase the tickets and pay for such travel, up to the cost of travel to the usual place of residence of the Covered Person. Any extra expense will be charged to the Covered Person's Platinum Business Card Account.

2.1.7 Transportation of a Travelling Companion

If a decision is made to evacuate or repatriate a Covered Person to another hospital or treatment facility, Platinum Business Card Assistance will provide for the one-way economy class transportation of one travelling companion who is a Covered Person under this Agreement (the "Covered Travelling Companion") to return to the usual place of residence of the Covered Person provided, however, that Platinum Business Card Assistance shall have no obligation to pay for such transportation unless the ticket of the Covered Travelling Companion has become invalid as a result of the delay caused

by the illness or injury of the Covered Person. (The class of air transportation will be the same, if available, as the Covered Person's original ticket.) If the Covered Travelling Companion designates a return destination other than the usual place of residence of the Covered Person, Platinum Business Card Assistance shall make the travel arrangements, purchase the tickets and pay for such travel, up to the cost of travel to the usual place of residence of the Covered Person. Any extra expense will be charged to the Covered Person's Platinum Business Card Account.

2.1.8 Transmission of Urgent Messages

If Platinum Business Card Assistance has been notified that a Covered Person has been admitted to a medical facility, within 48 hours of such admission or at the time when the Covered Person is first reachable by telephone, whichever is the later, Platinum Business Card Service shall ask the Covered Person admitted to the medical facility whether he/she would like Platinum Business Card Assistance to contact the immediate family, next-of-kin or business associates. Platinum Business Card Assistance shall use its best efforts to make any such contact requested by the Covered Person. As long as Platinum Business Card Assistance exercises due care and transmits such information in a reasonable manner, Platinum Business Card Assistance shall have no responsibility for, and the Covered Person shall indemnify Platinum Business Card Assistance for, any damages caused by any information transmitted by Platinum Business Card Assistance on behalf of the Covered Person.

2.1.9 Transportation of the Travelling Companion to the New Place of Hospitalisation

When Platinum Business Card Assistance moves a Covered Person from one hospital to another, other than a medical facility near his/her usual place of residence, Platinum Business Card Assistance shall arrange and pay for one travelling companion of the Covered Person or a family member who is with a Covered Person, but not both, to travel to the new hospital location. The travelling companion will use the same mode and class of transport as the Covered Person whenever practicable.

2.1.10 Emergency Hotel Expenses

Platinum Business Card Assistance will arrange and pay up to US\$200 per night for a hotel room, up to a maximum of five consecutive nights, in case the Covered Person has to remain in the country in which he/she is travelling for emergency medical treatment or further medical check-ups, monitored and agreed by a Designated Physician, if this treatment will extend the trip duration of the Covered Person beyond his/her original plans.

2.1.11 Repatriation of the Mortal Remains

In case of death of the Covered Person, Platinum Business Card Assistance shall arrange the prompt transportation of the mortal remains back to his/her usual place of residence. Platinum Business Card Assistance shall pay all associated expenses, including up to US\$700 for a coffin or other encasement of remains suitable for travelling purposes only, excluding the cost of any ceremonies or burial. The choice of coffin or encasement is at the discretion of Platinum Business Card Assistance.

2.1.12 Return Home on the Death of a Relative

Platinum Business Card Assistance shall make travel arrangements and pay for the cost of the Covered Person, including but not limited to purchasing an economy class airline ticket, to return as soon as possible to his/her usual place of residence in the event of death of a relative, in order to attend the deceased's funeral and providing the Covered Person's travel ticket is not valid for an early return to his/her usual place of residence. "Close Relative" includes any one of the following residing in the Commonwealth of Australia: father, mother, parent-in-law, legal spouse, child, brother or sister.

2.1.13 Replacement of Spectacles/Contact Lenses/Prescribed Medicines

Platinum Business Card Assistance will arrange and organise transportation of replacement spectacles or contact lenses (if left behind or lost), or urgently needed prescribed medicines not readily available in the country in which the Covered Person is travelling, provided that the Covered Person is able to provide sufficient information to Platinum Business Card Assistance to locate the optical provider regularly used by him/her or, in the case of medicines, the necessary prescriptions. Costs of research, transport and packing will be paid by Platinum Business Card Assistance. All medicine that is prescribed on a monitoring basis will not be provided unless the Covered Person attends an appointment with a registered Medical Practitioner. The cost of replacement lenses, spectacles or medicines, and any costs incurred due to import duties or taxes, will be charged to the Covered Person's Platinum Business Card Account within 30 days from the date of shipment.

2.2 Restrictions to 2.1.2

2.2.1 There may be certain countries where emergency medical assistance services are not available or capabilities may be limited. The following conditions restrict the ability to render these standard assistance services: war/civil strife/ invasion, natural disasters, riots/terrorist activities/ hostilities; strikes or industrial actions; or circumstances where there is danger of explosion/ nuclear radiation/ economic sanctions, etc.

2.2.2 In the event of a medical emergency, when the Designated Physician, in consultation with a local attending physician, determines it is medically necessary for the Covered Person to be transported to a different hospital or repatriated to his/her usual country of residence for proper medical treatment, Platinum Business Card Assistance will arrange and pay for the transport under proper medical supervision. All decisions as to the medical need for evacuation/repatriation, the means and/or timing of any evacuation/ repatriation, the medical equipment and medical crew to be used, and final destination are medical decisions which will be made by the Designated Physician in consultation with a local attending physician based on medical factors, and their decisions shall be conclusive in determining the need for such services.

2.2.3 Except for Designated Physicians, the health care professionals, and/or any other professional who provides the services enumerated herein, are independent contractors, and Platinum Business Card Assistance shall not be liable for the negligence or other wrongful acts or other omissions of such health care professionals.

2.3 Exclusions

2.3.1 Existing Medical Conditions

Platinum Business Card Assistance shall have no obligation to provide medical assistance where the illness giving rise to the necessity of medical attention falls within any of the following categories: illness arising from a medical condition which existed prior to the period of a Covered Trip (unless the treating practitioner or treating specialist has given specific written confirmation of fitness to travel prior to departure); sickness and bodily injury resulting from the use of non-prescribed drugs, attempted suicide or mental illness; or premature birth or miscarriage within three months of the estimated date of delivery.

2.3.2 Repatriation of Persons

Platinum Business Card Assistance shall have no obligation to repatriate the Covered Person in case of the following: illness or injuries of a mild nature which can be treated on the spot or which do not prevent the Covered Person from continuing his journey; fractures and sprains of a mild nature; chronic diseases; pregnancies unless an unforeseeable complication arises (limited to the first six months of pregnancy); abortions; recovery periods of an illness contracted before the beginning of the journey; attempted suicide;

accidents occurring while the Cardmember is participating in any official sports contest, or sports of high-risk nature; or injuries or accidents occurring within 180 days from when bodily injury or illness covered under this Agreement was sustained or contracted.

2.3.3 Restrictions Related to Repatriation Evacuation

Platinum Business Card Assistance shall not be liable for costs, actions or decisions by the Covered Person or representative to engage the services of other Assistance Companies or persons for the purposes of repatriation or evacuation. However, in the unusual circumstance that the Covered Person is in a remote place with no means of contacting Platinum Business Card Assistance and/or a close person is also unable to do so, and any delay may result in loss of life or severe prejudice to the Covered Person, then Platinum Business Card Assistance shall pay for the costs of evacuating the Covered Person to the nearest place where Platinum Business Card Assistance can be contacted, either by the Covered Person or close person.

2.4 Limitation of Guarantee

When Platinum Business Card Assistance organises a repatriation or other transportation, and if the covered claim does not oblige Platinum Business Card Assistance to change the date on which the Covered Person has initially planned to go back home, or if the Covered Person's ticket can be modified, Platinum Business Card Assistance shall ask the Covered Person to use his/her ticket. In instances where Platinum Business Card Assistance has paid the Covered Person's transportation back home, the Covered Person shall send his/her unused ticket to Platinum Business Card Assistance.

3 Legal Assistance

3.1 Referrals and Advance of Lawyers' Fees

Platinum Business Card Assistance shall provide the Covered Person with the name, address and telephone number of a local lawyer. Wherever Platinum Business Card Assistance has sufficient information to do so, it shall refer the Covered Person to two or more lawyers. Although the final selection of a lawyer shall be the responsibility of the Covered Person, Platinum Business Card Assistance guarantees that any lawyer to which it refers the Covered Person shall be admitted to practice in accordance with the laws of the relevant jurisdiction, be of good repute and not have been the subject of any reprimand or malpractice proceedings. Platinum Business Card Assistance shall advance emergency funds to the Covered Person to pay for fees and costs associated with such representation, up to US\$10,000. This amount will be billed to the Covered Person's Platinum Business Card Account within 30 days from the date of advance of the legal fee.

3.2 Advance of Bail Bond

Platinum Business Card Assistance shall attempt to secure and properly post, where possible, bail bonds for the Covered Person, up to US\$10,000, for incarceration occasioned as a result of a traffic accident or an administrative complication. The bond cost shall be borne in full by the Covered Person and will be billed to the Covered Person's Platinum Business Card Account within 30 days from the date of posting of the bond, for repayment.

3.3 Conditions

3.3.1 The total advance for legal services and bail bonds is limited to US\$10,000 per incident.

3.3.2 If the Covered Person does not attend the court hearing at the arranged date, Platinum Business Card Assistance may launch immediate action to recover the loss of the bail bond and pursue the Covered Person for immediate repayment.

4 Roadside Assistance

4.1.1 Definitions

The Vehicle must be classified as a private car, minibus, light passenger van, estate car or 4 x 4 sport utility vehicle, less than eight years old and in good operating condition, registered, insured and owned in the Commonwealth of Australia, and driven in the Commonwealth of Australia by an American Express Platinum Business Cardmember or Driver employed by American Express Platinum Business Cardmember, at the time of an incident ("Covered Vehicle").

- 4.1.2** Vehicles are excluded if they are: i) being used for hire or reward; ii) exceed (including any load carried) the following gross vehicle weight and dimensions: 2,000 kg in weight; 7 meters in length; 3 meters in height; 2.25 metres in width; or iii) used for motor racing, rallies, speed or duration tests or practice sessions for such events.

4.2 Services Offered

If a Covered Vehicle is immobilised or rendered unroadworthy during a trip as a result of accidental damage or breakdown, and the Covered Person contacts Platinum Business Service, Platinum Business Card Assistance will arrange and pay up to \$125 for:

- i) on-the-spot roadside assistance, including the call out charge, labour for minor roadside repairs, up to a maximum of ten litres of fuel (if needed), but excluding any spare parts; or
- ii) towing (valid only when the vehicle is travelling along trafficable gazetted roads) to the nearest suitable repairer. A garage or specialist undertaking repair work, other than at the roadside, will be acting as the Covered Person's agent for such repair work.

4.3 General Conditions and Exclusions

- 4.3.1** Roadside assistance and/or towing services for vehicles located at the Covered Person's residence are not covered, unless the Covered Person wishes to bear the associated costs him/herself.

- 4.3.2** The following costs will be the responsibility of the Covered Person:

- i) any labour costs not incurred at the roadside;
- ii) the cost of replacement parts or other materials.

- 4.3.3** The cover will cease automatically should any governmental authority impound the Covered Vehicle.

- 4.3.4** In case of accident, Platinum Business Card Assistance will arrange towing of the Covered Vehicle and bear the cost of such towing within the limits described herein. Provided that in the event the Covered Person's insurance company covers the cost of such towing, the service provider has the prerogative of either charging such costs directly to the said Insurance Company or charging the Covered Person directly.

4.4 Replacement Vehicle

If a Covered Vehicle is immobilised or rendered unroadworthy as a result of accidental damage or breakdown during a trip, and repairs cannot be effected within 48 hours (excluding Sundays and Public Holidays), Platinum Business Card Assistance will arrange and pay for the rental of a Category 3 vehicle from an independent car rental company nominated by Platinum Business Card Assistance, for use for a maximum of three consecutive days by the Covered Person, providing towing of the Covered Vehicle to the workshop has been arranged by Platinum Business Card Assistance. The make and model of the rented vehicle are at the discretion of Platinum Business Card Assistance. Only the Covered Person shall be registered as the driver of the rented vehicle. The Covered Person will be responsible for costs of insurance cover, fuel, excess waivers, and other requirements installed by the rental company. The Covered Person is required to return the rented vehicle to the address designated by the rental company, or pay the cost of collection or delivery.

4.5 Return of a Covered Person and Passenger/s to the Covered Person's Place of Residence

If the immobilised Covered Vehicle is towed to a repair workshop less than 50 km from the Covered Person's residence, Platinum Business Card Assistance will arrange and pay for the transportation of the Covered Person and up to four passengers back to the Covered Person's place of residence. If the immobilised Covered Vehicle is towed to a repair workshop more than 51 km from the Covered Person's residence, Platinum Business Card Assistance will arrange and pay expenses up to \$400 or 400 km, whichever is less, for the transportation of the Covered Person and up to four passengers back to the Covered Person's place of residence.

4.6 Return or Collection of Vehicle after Repair

4.6.1 Less than 50 km from the Covered Person's Home:

If a Covered Vehicle is to be retrieved from a repair workshop located less than 50 km from the Covered Person's home, Platinum Business Card Assistance shall arrange a convenient time, book and pay for a taxi to take the Covered Person to the workshop to retrieve his/her vehicle.

4.6.2 More than 51 km from the Covered Person's Home:

If a Covered Vehicle is to be retrieved from a repair workshop located more than 51 km from the Covered Person's home, Platinum Business Card Assistance will arrange and pay for the Covered Vehicle to be delivered by a registered transporter to a depot near the Covered Person's residence. Providing the depot is located within 50 km from the Covered Person's home, Platinum Business Card Assistance shall arrange a convenient time (but limiting consequential expenses such as parking charges at the depot), book and pay for a taxi to take the Covered Person to the workshop to retrieve his/her vehicle.

4.7 Exclusions

Motor racing, rallies, speed or duration tests or practising for such events.

5 Home Assistance

Platinum Business Card Assistance will provide emergency Home Assistance services to a Covered Person as follows:

- a) 24-hour referrals to service providers, including: plumbers, locksmiths, electricians, airconditioning service specialists;
- b) organise and pay, up to a maximum of two times per year, the charges for Emergency Call Out for the above providers to go to the residence of the Covered Person. All charges relating to labour and spare parts are to be borne by the Cardmember.

In the case of a non-emergency, call-out arrangements will be made, but call-out costs will be the full responsibility of the Covered Person.

6 Worldwide Personal Assistance

6.1 Cash Advances for Travel Emergencies

In case of emergency as a result of loss or theft of all necessary travelling documents, Platinum Business Card Assistance will organise a cash advance delivery of up to US\$1,000 to the Covered Person for the purpose of replacing administrative documents. The advanced amount will be charged to the Covered Person's Platinum Business Card Account within 30 days of the date on which the service was provided.

6.2 Exclusions

Any request involving the use of illegal channels, requests deemed as immoral and/or unethical (e.g. invasion of privacy), or requests which contravene the national laws in force.

7 General Conditions and Exclusions

- i) Any fraud, forgery or false evidence on the part of the Covered Person shall automatically end obligations to provide the Covered Person with assistance services on that particular occasion.
- ii) Platinum Business Card Assistance shall use all available means to provide all assistance services as detailed in Cardmember literature. However, Platinum Business Card Assistance cannot be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to: natural catastrophes; war; military act of foreign nations; revolution; insurrection; civil war; armed rebellion or other similar disturbance or riot ("riot" meaning the state of affairs in which national or local order is seriously disturbed by the collective action of a group or groups of persons, and in which a serious threat to peace and order is deemed to exist); civil strikes; lockouts or other labour disturbance or the refusal of authorities to permit the provision of such services; all acts of sabotage or terrorism committed from concerted actions; radioactivity effects; and all acts of God making impossible the execution of the agreement.
- iii) As a general rule, Platinum Business Card Assistance shall not reimburse costs for which it was not contacted in the first instance in accordance with this Agreement.
- iv) Charges in foreign currencies will be converted into Australian dollars using the exchange rate established by us for such transactions on the date when the Charges are processed by us or our authorised agents, plus any applicable conversion commission. Amounts converted by third parties, such as airlines or other Establishments, will be billed at their rates.

Buyer's Advantage Benefit Summary

BUYERS ADVANTAGE BENEFIT

In summary, if you are eligible you get automatic cover for the breakdown of certain electrical products purchased by you using your Platinum Business card, from the time the original manufacturers' warranty for the product ends until the end of the buyers advantage period that applies (usually this is the same period of time as your original warranty but won't ever exceed a year).

See the terms and conditions below for full details and the limits, conditions and exclusions that apply.

Terms and Conditions

About the Buyers Advantage Benefit

American Express International, Inc. ABN 15 000 618 208, AFSL No. 237996 ("AEII") holds a policy (policy number 02 0500001 MAC) with the insurer Allianz Australia Insurance Ltd, ABN 15 000 122 850 AFSL No. 234708 ("Allianz"). It has a period of insurance of 1 June 2002 to 31 December 2005 and includes any renewal period agreed to by Allianz and AEII. (See the Other Important Information Section for details on how the terms of the policy can change and how it can be cancelled).

During the period of insurance of the policy, an eligible person gets automatic access to the benefits detailed in this document provided by Allianz as the insurer, subject to the relevant terms and conditions specified. There is no additional charge to an eligible person for these benefits.

This is only 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 an eligible person and does not act on behalf of Allianz. Neither AEII nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001 (Cth) of Allianz or any of its related companies.

Who is eligible to access the benefits?

The benefit is only available to an American Express Platinum Business Basic Cardmember & their Supplementary Cardmembers unless otherwise notified by AEII. They must be an Australian resident and the card must be Australian issued. American Express corporate or other small business charge cards are not included. (Eligible Person).

What does the benefit apply to?

Electrical products purchased by an Eligible Person in full using their Australian American Express Platinum Business Basic card, provided the product:

- is purchased new (i.e. it must not have been used in any way at the time of purchase);
- is not within the type of product excluded set out further below;
- has a purchase price of less than or equal to \$20,000 (including GST);
- is subject to a manufacturer's written warranty that is applicable within Australia to the product that does not exceed 5 years ("Original Warranty"). Keep a copy of this warranty as you need it in order to claim;
- is only used wholly for personal or domestic purposes and not for any commercial purpose by the Eligible Person and members of their family permanently residing with them and recipients of the product by way of gift; and
- is purchased during the period of insurance of the AEII policy with Allianz and while the person purchasing it is an Eligible Person.

We refer to the above covered products as "Eligible Product(s)" in this document.

Make sure you keep a copy of the Original Warranty, the sales receipt and charge card statement showing the purchase as you need these in order to make a claim.

What benefit is provided and when does it start and end?

Allianz provides cover for the failure of Eligible Products to operate for the purpose for which they were designed as a result of a breakdown or defect,

provided that the failure is covered by the Original Warranty and is in no way related to the Eligible Person's negligent act or omission or failure to take reasonable care of the Eligible Product, subject to the other terms and conditions of this document.

Cover is provided for the product for a period which:

- starts immediately after the end of the Original Warranty period; and
- continues until the end of the following relevant Buyers Advantage period.

If the Original Warranty period is less than one year the Buyers Advantage period is the same as the Original Warranty period. If the Original Warranty period is for one year or more the Buyers Advantage period is one year.

By way of example:

Original Warranty period	Buyers Advantage period
7 days	7 days
14 days	14 days
1 month	1 month
1 – 5 years	1 year
5+	No cover

Excluded Products

The following products are excluded from cover:

- boats, automobiles, motor boats, airplanes and any other motorised vehicles and their integral parts.
- any toys and games of any description including but not limited to computerised, mechanical or electronic toys and games.
- real property or movable fixtures or fittings which are intended to become part of a real property purchase.
- any product purchased without an original manufacturer's serial number.

Important limits on the cover

There is no cover for:

- any loss or damage caused by a failure to take reasonable care in the circumstances to protect and maintain the product against loss or damage or to take reasonable care to mitigate any loss or damage to the property.
- any costs other than for parts and or labor costs resulting from a covered breakdown or defect.
- any obligations, costs or losses beyond those set out in the Original Warranty.
- any payments, costs, expenses or claims for bodily injury, property damage, consequential loss or damage, loss of profit, punitive damages or legal costs associated in any way with the product.
- any repair or rebuilding undertaken other than by Allianz or its authorised representative.

How a claim is settled and limits of liability

For a valid claim, Allianz may at its option:

- repair, rebuild or replace the product;
- pay the reasonable costs to repair, rebuild, or replace the product; or
- pay cash for the purchase price (inclusive of GST) of the product.

Allianz's total liability shall not exceed:

- the actual purchase price (inclusive of GST) of a product as charged to the card;
- in any twelve (12) month period or subsequent period from the policy period of insurance start date, an aggregate amount for any one Cardmember for any one or all claims of \$20,000 (inclusive of GST).

When Allianz calculates the amount it will pay the Cardmember, Allianz will, if the limit of indemnity is not sufficient to cover the Cardmember's loss, only pay the GST that relates to its settlement of the Cardmember's claim.

Where the Cardmember is liable to pay an amount for GST in respect of an acquisition relevant to his/her claim (such as services to repair a damaged item insured under the policy) Allianz will pay for the GST amount.

"GST"; and "acquisition," have the meaning given in the A new tax System (Goods and Services Tax) Act 1999.

How to Make a Claim

In the event of learning of an occurrence likely to result in a claim, an Eligible Person must do the following:

- contact Allianz on Toll Free 1300 130 517 within 30 days of learning of the occurrence likely to result in a claim. If a written loss report is required, it must be returned within 60 days of learning of the occurrence likely to result in a claim;
- provide a copy of the Original Warranty, the sales receipt and charge card statement showing the purchase; to Allianz and supply such detailed particulars and proof of the breakdown or defect as Allianz may reasonably require;
- disclose to Allianz details of any other insurance cover or any warranty under which the person may be entitled to claim;
- retain damaged products or parts for inspection by Allianz or its authorised representative;
- give to Allianz all necessary information and assistance it reasonably requires to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which it shall or would become entitled or subrogated upon it making good any loss or damage under this Policy.

If you don't do these things Allianz may be able to refuse to pay or reduce any claim made.

If the person is unhappy with any service issue involving Allianz or the settlement of a claim, they may have the matter referred to the internal dispute resolution committee of Allianz. This committee consists of senior managers who will review the decision of Allianz.

Other important matters

The terms of this benefit may be changed by the agreement of AEII and Allianz at any time and for any reason.

American Express may cancel the Policy by providing written notice to Allianz. Allianz may cancel the policy, wherever it is entitled to do so under the Insurance Contracts Act, by providing 90 days written notice to AEII, unless an early notice period is mutually agreed.

If a change or cancellation occurs written notice will be provided by AEII to Cardmembers and any change or cancellation will not affect the cover for a product purchased before the change or cancellation occurs.



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ace insurance limited

Supplementary Product Disclosure Statement (SPDS)

American Express Platinum Business Card Insurances

Effective 1 March 2006

Important information about this SPDS

This SPDS contains particulars of changes to the American Express Platinum Business Card Insurances Product Disclosure Statement (PDS), code number 05PDSAXPTS01, which was prepared on 1 August 2005 and began operation as a PDS under the *Corporations Act 2001* (Cth) from 24 August 2005. This SPDS should be read together with the American Express Platinum Business Card Insurances PDS.

This SPDS was prepared on 9 January 2006 and is in use from 1 March 2006.

Supplementary information

The section entitled "PART (H) TRAVEL CANCELLATION COVER" of the American Express Platinum Business Card Insurances PDS is amended as follows:

Delete:

"2. In the event of Travel Disruption when the fare is purchased using Membership Rewards points.

If You purchase an airline ticket (or part thereof) using Membership Rewards or similar reward points 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 AUD30,000. The taxes and charges for the airline ticket under this section must be paid for using Your American Express Platinum Business Card."

Insert:

"2. In the event of Travel Disruption when the fare is purchased using Membership Reward points.

If You purchase an airline ticket (or part thereof) using Membership Rewards or similar reward points 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 AUD30,000."

