

Blue Sky Credit Card from American Express®  
Insurance Terms and Conditions



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**THIS BOOKLET CONTAINS IMPORTANT INFORMATION ABOUT YOUR BLUE SKY CREDIT CARD INSURANCE. PLEASE READ THIS CAREFULLY AND KEEP IT IN A SAFE PLACE. WE RECOMMEND THAT YOU TAKE THIS WITH YOU WHEN YOU TRAVEL.**

## TERMS AND CONDITIONS (SUMMARIES OF BENEFITS)

### **Blue Sky Credit Card from American Express Insurance Terms and Conditions Cover is effective from 23 August 2007**

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

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

Please note that amounts quoted are in Australian dollars.

#### **TRAVEL INSURANCE COVER**

Travel Inconvenience Cover  
Medical Emergency Expenses Cover  
(For 24-hour medical assistance call **+61 2 9461 2209**)  
Baggage, Money and Documents Cover  
Travel Cancellation Cover  
Personal Liability Cover

#### **PURCHASE PROTECTION COVER**

#### **REFUND PROTECTION COVER**

**ACTIVATION OF TRAVEL INSURANCE:** Purchase of Trip on Blue Sky Credit Card or with Membership Rewards™ *Blue Sky* points.

**ACTIVATION OF PURCHASE AND REFUND PROTECTION INSURANCE:** Purchase of Eligible Items on Blue Sky Credit Card.

#### **HOW TO MAKE A CLAIM**

See page 19.

#### **FREQUENTLY ASKED QUESTIONS**

See page 21.

#### **For medical and travel emergencies please contact +61 2 9461 2209**

For Medical Emergency Expenses Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, please contact AXA for assistance.

For all other covers, please contact ACE for assistance.

AXA Assistance Australia Pty Limited (ABN 22 086 648 464, Authorised Representative No. 304873) (**AXA**) is the Appointed Claims Handler. AXA can be contacted as follows:

Address: Level 2, 33-38 Atchison Street, St Leonards NSW 2065  
Postal Address: PO Box 227, St Leonards NSW 2065  
Telephone: +61 2 9461 2296  
Facsimile: +61 2 9906 8933

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

Address: 28-34 O'Connell Street Sydney NSW 2000  
Postal Address: GPO Box 4065, Sydney NSW 2001  
Facsimile: +61 2 9335 3467

## Terms and Conditions

### Important Information about this cover

These Terms and Conditions set out important information about Travel Inconvenience Cover, Medical Emergency Expenses Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Purchase Protection Cover and Refund Protection Cover for Blue Sky Credit Cardmembers.

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

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

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

This is pursuant to a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). AEI is not the insurer, does not guarantee or hold this right on trust for You and does not act on behalf of ACE. Neither AEI 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 the Terms and Conditions, You will be bound by the definitions, Terms and Conditions, exclusions and claims procedures set out in this document. Please read this document carefully and keep it in a safe place.

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

These Terms and Conditions were prepared on 26 July 2007.

### Updating these Terms and Conditions

Information in this document may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling AEI on 1300 662 518 or visiting the website at [www.americanexpress.com.au](http://www.americanexpress.com.au) ACE will issue a new document or a supplementary document to AEI, to advise of a change to the existing Blue Sky Credit Card Terms and Conditions or to make any necessary corrections.

## Benefits and Scope of Cover

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

Section	Benefit	Maximum Sum Insured (AUD) Up To:	Summary	Page
<b>TRAVEL INSURANCE COVER</b>				
<b>A</b>	Travel Inconvenience Cover	\$200 (delay or missed connection)  \$500 (luggage delay)	Cover for: • Delayed flight departure, flight cancellation, denied flight boarding, missed flight connection. • Luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight*.	8
<b>B</b>	Medical Emergency Expenses Cover	\$2,500,000 (with the exception of \$1,000 limit for emergency dental treatment)	Cover for Repatriation/Evacuation, cost of Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency*.	9
<b>C</b>	Baggage, Money and Documents Cover	\$10,000 in any one year per person	Cover for damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during Your Trip*.	12
<b>D</b>	Travel Cancellation Cover	\$10,000	Cover for nonrefundable deposits, prepaid excursion costs and unused travel and accommodation costs You have paid in the event of Travel Disruption*.	14
<b>E</b>	Personal Liability Cover	\$1,000,000	Cover for Your liability for damages for Injury to any person or damage or accidental loss to property*.	15
<b>PURCHASE PROTECTION COVER</b>				
<b>F</b>	Purchase Protection Cover	\$20,000 in any one year  \$2,500 per event	Cover for theft or damage to Eligible Item with 90 days of purchase*.	16
<b>REFUND PROTECTION COVER</b>				
<b>G</b>	Refund Protection Cover	\$2,000 in any one year  \$500 per Eligible Item	Cover for the Purchase Price of an unused Eligible Item if You try to return it to the Retailer within 90 days of the purchase and the Retailer will not take it back*.	17

\* This is a summary only. Please refer to each benefit section of the document for a complete list of benefit limits and applicable Terms and Conditions.

## Termination

Cover will terminate at the earlier of the following:

- cancellation of Your Blue Sky Credit 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.

## Definitions

The following word/terms when used with capital letters in this document have the meanings given below:

**Appointed Claims Handler** means AXA Assistance Australia Pty Limited (ABN 22 086 648 464, Authorised Representative Number 304873) PO Box 227, St Leonards, New South Wales 2065.

**Blue Sky Credit Cardmember** means the basic holder of a Blue Sky Credit Card, including any Supplementary Cards issued by American Express Australia Limited (ABN 92 108 952 085 AFSL Number 291313), billed from Australia and in Australian Dollars.

**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, grandchild or grandparent 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;
- (ii) for which the fare has been charged to Your Blue Sky Credit Card (or equivalent in American Express Membership Rewards *Blue Sky* points) prior to any event.

**Country of Residence** means Australia.

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

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

**Domestic Trip** means a trip:

- (i) that is more than 150km from Your place of residence and is within Australia; and
- (ii) for which the entire fare has been charged to a Blue Sky Credit Card (or equivalent in American Express Membership Rewards *Blue Sky* points) or at least four (4) nights consecutive pre-booked accommodation has been charged to the Blue Sky Credit Card.

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

- (i) purchased solely for personal use; and
- (ii) new and has not been used; and
- (iii) not purchased privately; and
- (iv) for which the cost has been charged to Your Blue Sky Credit Card.

**Emergency Assistance Company** means AXA Assistance Australia Pty Limited (ABN 22 086 648 464).

**Injury** means bodily injury which is:

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

**International Trip** means a trip:

- (i) anywhere outside Your Country of Residence; and
- (ii) for which the entire airfare has been charged to a Blue Sky Credit Card (or equivalent in American Express Membership Rewards *Blue Sky* points).

**Loss** means with reference to:

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

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

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

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

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

**Special Sports** means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountaineering; steeplechasing; any form of motor racing, speed, performance or endurance tests.

**Spouse** means a Blue Sky Credit Cardmember's husband or wife or fiancé(e) and includes a de facto and/or life partner with whom the Blue Sky Credit 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 (1) or both of the following applies:

- (i) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
- (ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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

**Trip** means a journey commencing with a Common Carrier Conveyance Trip, OR a Domestic Trip OR an International Trip which does not exceed sixty-two (62) consecutive days or a total of one hundred and twenty (120) days during each year of Your membership. Each journey must commence and end in Your Country of Residence.

**You/Your** means any person provided they are a Blue Sky Credit Cardmember or their Spouse or Dependent Child.

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

## BENEFITS

### SECTION (A) TRAVEL INCONVENIENCE COVER

#### Cover

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

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

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

2. Missed flight connections

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

3. Luggage delay checked on Scheduled Flight

If Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point (not point of origin) of Your flight, We will reimburse You for the emergency purchase of essential clothing and requisites up to AUD500 incurred at such scheduled destination.

4. Extended luggage delay checked on Scheduled Flight

If Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point (not point of origin) of Your flight, We will reimburse You for the emergency purchase of essential clothing and requisites up to an additional AUD500 incurred at such scheduled destination.

### Terms and Conditions applicable to Travel Inconvenience Cover

1. Accommodation, restaurant meals or refreshments, emergency purchase of essential clothing and requisites must be charged to Your Blue Sky Credit Card account.
2. Should more than one (1) person claim under the benefits in paragraphs 1, 2, 3 and 4 of this section in relation to the same event, You can only claim a maximum of double the benefit limits specified.
3. In the event of a claim, You must provide Us with invoices and/or receipts.
4. In respect of loss or delayed luggage, a copy of the property irregularity report obtained from the airline, must be supplied to Us together with the following information:
  - (i) full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
  - (ii) full details of the delay or loss incurred; and
  - (iii) full details of expenses for which reimbursement is claimed.
5. Benefits payable under this part in respect of valid claims will be credited to Your Blue Sky Credit Card account.

### Exclusions under Travel Inconvenience Cover

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

1. Confiscation or requisition by customs or other government authorities.
2. Your failure to take reasonable measures to save or recover lost luggage.
3. Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.

### Excess applicable to Travel Inconvenience Cover

Nil excess

## SECTION (B) MEDICAL EMERGENCY EXPENSES COVER

### Specific Definitions under Medical Emergency Expenses Cover

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

**Medical Emergency** means an injury, sudden and unforeseen illness, or dental pain, suffered by You while on a Trip, which results in immediate Treatment which cannot be delayed until Your return to Your Country of Residence 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 Your Country of Residence when recommended by the Emergency Assistance Company's senior medical officer; or
- (d) return to Your Country of Residence 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 the following benefits, subject to all terms, conditions and limitations set out in this document.

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

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

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

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 Your Country of Residence; or
- (b) cremation and subsequent transportation of Your remains to Your Country of Residence; 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 2209 and provide Your Blue Sky Credit Card number and as much information as possible. Please provide a telephone or fax number where You can be contacted.**

## Terms and Conditions applicable to Medical Emergency Expenses Cover

1. You must be under eighty (80) years of age
2. We will not pay medical costs over AUD1,500 without prior authorisation. You

must contact 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 measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit the Appointed Claims Handler any reasonable examination into cause and extent of loss and/or damage.
5. If You brought about the loss intentionally or through gross negligence or You attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
6. We will make every effort to apply the full range of services stated in the Terms and Conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under embargo by the United Nations.
8. We will pay expenses associated with a Medical Emergency occurring within the territorial waters of Australia only provided:
  - (a) no payment is incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973 (Cth); and
  - (b) no payment is incurred which would constitute "health insurance business" as defined under the National Health Act 1953 (Cth).
9. The cover under this section 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 Medical Emergency Expenses Cover

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

1. Pre-Existing Medical Conditions.
2. Participation in Special Sports, or extreme sports where special equipment, training and preparation are required.
3. You engaging in Manual Work.
4. Costs related to dentures, crowns and orthodontics.
5. Any costs You incur outside Your Country of Residence after the date the Emergency Assistance Company tells You that You should return to Your Country of Residence.
6. Cost of Treatment performed by Close Relatives.
7. Coffins and/or urns in excess of those which meet international airline standards for transportation of mortal remains.

8. Sexually transmitted diseases.
9. HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivatives or variations thereof, however caused.
10. Any costs incurred in Your Country of Residence.
11. 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.

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

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

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

#### **Specific Definitions under 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 licences; plus the wallet, purse or similar article in which these are carried, when

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

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

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

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

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

#### **Cover**

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

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) AUD10,000 in total overall per person in any one (1) three hundred and sixty-five (365) day period;

- (b) AUD1,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
- (c) AUD500 for money and documents.
- (d) AUD250 for mobile phones.
- (e) AUD2,500 for laptops.

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

1. We will pay You for the loss of, or replacement of, or repair of the items concerned.
2. Payment will be based on the item's current purchase price subject to a deduction for wear and tear.
3. You will need to transfer to Us, on Our request and at Your expense, any damaged item, and assign the legal rights to recover from the party responsible up to the amount We have paid.
4. You must take sufficient precautions to secure the safety of all items, and must not leave them unsecured or unattended or outside Your reach at any time in a place to which the public has access.
5. Cover in respect of theft from an unattended motor vehicle is subject to the following:
  - (a) items must be locked out of sight in a Secure Area; and
  - (b) forcible and violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - (c) evidence of such entry is available.
6. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
7. You must supply all Your original invoices, receipts and reports to the Appointed Claims Handler, ensuring You keep a copy of the documents sent.
8. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
9. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of receiving Your Personal Baggage.
10. No claim will be paid for points 8 or 9 above unless You supply written evidence as required confirming the incident occurred during the Trip.

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

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

1. Items loaned, hired or entrusted to You.
2. Loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area.
3. Theft, damage or destruction of Valuables from an unattended motor vehicle or from checked-in baggage.
4. Electrical or mechanical breakdown of the item.
5. Wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. Confiscation or destruction by order of any government or public authority.
7. Damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. Damage to sports gear and activity equipment while in use.

9. In respect of a Pair or Set of items, We will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
10. In respect of Money and Documents:
  - (a) shortages, errors, omissions, depreciation in value; or
  - (b) 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.
11. Animals; antiques and historical artefacts; boats, canoes and their ancillary equipment; bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents; business goods or specialised equipment relating to a trade or profession; china; contact or corneal lenses; dentures; glass; hearing aids; keys; musical instruments; motor vehicles or accessories; pedal cycles; pictures; photos.

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

AUD250 per person, per claim. Except for laptop computers where policy excess will be AUD500 per person, per claim.

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

### **Specific Definitions under 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) airport delay of twelve (12) hours or more; or
- (c) a change in Your financial circumstances as a result of redundancy which qualifies for redundancy payments under current legislation; or
- (d) 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 section for the following benefits, subject to all terms, conditions and limitations set out in this document.

1. In the event of Travel Disruption, We will pay:
  - (a) nonrefundable deposits;
  - (b) pre-paid excursion costs;
  - (c) unused travel and accommodation costs that You had paid or are contractually obliged to pay;
  - (d) and any reasonable additional expenses up to AUD10,000 per person, per Trip.
2. In the event of Travel Disruption when the fare is purchased using American Express Membership Rewards *Blue Sky* points.

If You purchase an airline ticket (or part thereof) using American Express Membership Rewards *Blue Sky* 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 AUD10,000.

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

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

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

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

The first AUD250 per claim.

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

### **Cover**

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

1. Personal Liability Cover
 

If during Your Trip, You become liable to pay damages for Injury to any person, or accidental loss or damage to property, We will pay costs up to AUD1,000,000:

  - (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 AUD1,000,000 for damages or costs arising directly or indirectly from one (1) cause.

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

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

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

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

1. Injury to any person who is a member of Your family or under a contract of service or apprenticeship with You.

2. Loss of or damage to any material property belonging to You, or in Your care, custody or control, or belonging to a member of Your family, or anyone under a contract of service or apprenticeship with You. This does not apply to loss of or damage to buildings and their contents temporarily occupied by You during a Trip.
3. Liability You incur under a contract or agreement which would not have existed in law in the absence of such contract or agreement.
4. Injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - (a) mechanically propelled vehicles, aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
  - (b) firearms;
  - (c) animals (other than horses and domestic cats and dogs).
5. Injury or loss of or damage to material property arising directly or indirectly in connection with:
  - (a) the ownership, possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
  - (b) the carrying on of any trade, business or profession.
6. Liability arising directly or indirectly from Special Sports and abseiling: American football; baseball; bobsleigh; bungee-jumping; canoeing; clay pigeon shooting; deep-sea fishing; fell running; go-karting; hang-glider; 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; rockclimbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any other tourists will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

### Excess applicable to Personal Liability Cover

Nil excess

## SECTION (F) PURCHASE PROTECTION COVER

### Specific Definitions under Purchase Protection Cover

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

### Cover

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

1. Theft or damage of Eligible Items

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

We will pay up to:

- (a) AUD20,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) AUD2,500 for jewellery, watches, precious metals and gem stones, from any one (1) event;
- (c) AUD2,500 per event only.

### Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your Blue Sky Credit Card, then We will only pay that percentage of the price.
2. Claims made for an Eligible Item belonging to a Pair or Set, will be paid to You up to the full Purchase Price of the Pair or Set, provided the items are not useable individually and cannot be replaced.
3. Eligible Items which are left unattended in a place accessible to the public and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your Blue Sky Credit Card and upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.

### Exclusions under Purchase Protection Cover

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

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

### Excess applicable to Purchase Protection Cover

AUD50 per person, per claim.

## SECTION (G) REFUND PROTECTION COVER

### Specific Definitions under Refund Protection Cover

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

### Cover

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

1. Refund protection of unused Eligible Items

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

We will pay:

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

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

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

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

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

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

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

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

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

### **General Exclusions**

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

1. Alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
2. Intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
3. Travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.).
4. Declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces), in the country where the injury occurs shall not be deemed an act of war.

5. Service in the military, naval or air service of any country.
6. Participation in any military, police or fire-fighting activity.
7. Activities undertaken as an operator or crew member of any conveyance.
8. Flying in military aircraft or any aircraft which requires special permits or waivers.
9. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
10. Direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.
11. Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
12. Taking of alcohol in combination with any drug or medication.
13. An act of Terrorism.
14. Any condition that results in a fear of flying or travel-related phobias.
15. Any claim where the Insured is entitled to indemnity under any other insurance, including any amounts recoverable from any other source, except in respect of any excess beyond the amount which would have been covered under such other insurance, or any amount recoverable from any other source, had this insurance not been effected.

## **HOW TO MAKE A CLAIM**

### **MAKING A CLAIM UNDER BLUE SKY CREDIT CARD INSURANCES**

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

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

### **Claiming under Medical Emergency Expenses Cover, Baggage, Money and Documents Cover, Trip Cancellation Cover**

1. In the event of a medical emergency or for travel assistance whilst overseas call the Emergency Assistance Company on **+61 2 9461 2209**.
2. For non-emergencies and to obtain claim forms call the Appointed Claims Handler on **+61 2 9461 2296**.
3. You must submit a fully completed claim form and all supporting documentation within twenty-eight (28) days of You returning to Your Country of Residence to AXA Assistance Australia Pty Ltd (ABN 22 086 648 464), PO Box 227, St Leonards NSW 2065.
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 all other sections

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

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

## DISPUTE RESOLUTION

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

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

### Postal Address:

PO Box 561  
Collins Street West  
Melbourne VIC 8007  
Telephone: 1300 780 808  
Facsimile: (03) 9621 2060  
Email: [ios@insuranceombudsman.com.au](mailto:ios@insuranceombudsman.com.au)  
Website: [www.insuranceombudsman.com.au](http://www.insuranceombudsman.com.au)

## PRIVACY

We want to ensure that Our policyholders are confident that any personal information collected by Us is treated with the appropriate degree of confidentiality and privacy. We comply with our obligations under the National Privacy Principles (NPPs) contained in the Privacy Act 1988 (Cth).

The following points briefly explain why We collect and how We use Your personal information:

- **Collection of Your personal information:** We collect only relevant information necessary to provide competitive insurance products and services.
- **How We use Your personal information:** We use the information to provide insurance products and services and to issue and administer insurance policies.
- **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) necessary for Us to provide information to Our promoter for their marketing, planning, product development, administrative and research purposes; and
- (c) 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 You.
- **We require strict privacy protections in Our business relationships:** We only engage in ventures with strategic partners that follow strict confidentiality requirements.

A brochure detailing Our Privacy Commitment is available on request from Us on **1800 810 624** or email [customer.relations@ace-ina.com](mailto:customer.relations@ace-ina.com).

## How to access, correct or update Your information

If You wish to access or correct any of Your personal information, please contact Us. We will provide any information about You that We hold, provided it is not the subject of a claim or legal proceedings or the request is frivolous or vexatious.

Should You be unhappy about Our treatment of Your personal information, please 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.

If You are not satisfied with the result You may contact the Office of the Federal Privacy Commissioner (OFPC) whose details are:

## Director, Compliance Office of the Federal Privacy Commissioner

### Postal Address:

GPO Box 5218  
Sydney NSW 2001  
Telephone: 1300 363 392  
Facsimile: (02) 9284 9666  
Email: [privacy@privacy.gov.au](mailto:privacy@privacy.gov.au)

## FREQUENTLY ASKED QUESTIONS

### Q: Are my valuables covered while I am travelling?

A: Your valuable items are covered up to the limits specified for certain items, on the condition that they are kept with You in Your hand luggage whilst flying, in a locked glove compartment or trunk if in a car, or a safety deposit box if in Your hotel.

### Q: Are my Spouse and Dependent Children covered with this insurance?

A: Yes, if the total airfare for Yourself, Spouse and Dependent Children is charged to Your Blue Sky Credit Card.

### Q: Are my Supplementary Cardmembers covered by this insurance?

A: Again, yes, if the full airfare is charged to their Supplementary Blue Sky Credit Card. Supplementary Blue Sky Credit Cardmembers are covered, as are their Spouses and Dependent Children if their airfares are also charged to the Blue Sky Credit Card.

**Q: Do I need a medical to apply for access to the Master Policies?**

**A:** A medical is not required, but please note that Pre-Existing Medical Conditions are not covered. If You have any doubts or queries regarding what is covered/not covered please call AXA Assistance on + 61 2 9461 2209 and they will be happy to talk You through the cover provided.

**Q: Can I pay extra to cover Pre-Existing conditions?**

**A:** No, We do not offer this option.

**Q: Are gifts and articles purchased during the Trip covered?**

**A:** Yes, they are.

**Q: What happens if the carrier 'temporarily' misplaces the total luggage for more than six (6) hours?**

**A:** We reimburse up to the amount specified in the Terms and Conditions for essential clothing and requisites charged on the Blue Sky Credit Card.

**Q: Would a suitcase shipped home early to save costs on excess baggage be covered?**

**A:** No, it would not, because unaccompanied baggage is not covered unless transported by the carrier with whom You are travelling AND arranged in conjunction with Your travel ticket.

**Q: If the Customs Department were to take wooden carvings and stuffed animals off me, could I make a claim?**

**A:** No, confiscations by authorities are not covered.

**Q: What if I've booked my Trip, but can't go because I can't get an entry visa?**

**A:** We exclude prohibition or regulations by any government, so You would not be able to claim for Travel Cancellation.

**Q: Do You cover people over seventy-five (75)?**

**A:** Yes, the only age restriction for any access to travel insurance cover with Your Blue Sky Credit Card insurance is for Medical Emergency Expenses Cover where the age limit for any medical claim is eighty (80) years of age.

**Q: Can I pay extra to remove the excess?**

**A:** No, We do not offer this option.

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American Express Australia Limited ABN 92 108 952 085  
® Registered Trademark of American Express Company

Terms and Conditions for the Membership Rewards™  
*Blue Sky* Program for the Blue Sky Credit Card  
from American Express®.

Effective 23 August 2007



## 1. Definitions

**Amex, We, Us** – American Express Australia Limited (ABN 92 108 952 085).

**Blue Sky Program** – the American Express Membership Rewards *Blue Sky* Program.

**Blue Sky Rewards** – all rewards offered in the *Blue Sky* Program, including Flight Rewards, Non-Flight Rewards, Points for Credit and Membership Rewards TravelKey™.

**Flight Rewards** – flights as outlined in the *Blue Sky* Destination Guide.

**Blue Sky Destination Guide** – guide which details for each nominated departure city:

- (i) the available destination cities;
- (ii) the corresponding number of points required for each destination; and
- (iii) the maximum ticket price of each destination.

The *Blue Sky* Destination Guide is contained in your Welcome Pack or is available upon request.

**Card and Card Account** – the basic Card and Account for any of the Australian Dollar American Express *Blue Sky* Credit Cards and such other Cards as may be added from time to time.

**Cardmember** – a holder of an American Express *Blue Sky* Credit Card, including an additional or Supplementary Cardmember.

**Enrolment Date** – the date on which Amex confirms acceptance of the application for enrolment in the Program.

**Supplementary Card** – means a *Blue Sky* Credit Card issued to another person at your request on your Account.

**Non-Flight Rewards** – all rewards provided through the Program other than the Destination Guide rewards, including merchandise, vouchers, Points for Credit, American Express Travel Cash Certificates and such other rewards that may be added from time to time.

**Points** – Membership Rewards points in the *Blue Sky* Program.

**Primary Card Account** – the Card Account designated by Amex as such, for which the statement that is issued details the combined points for all Linked Accounts and to which the annual fee is billed.

**Program Account** – the American Express *Blue Sky* Program Account(s) opened for you by American Express for the purpose of accruing points.

**you, your** – means the Basic Cardmember in whose name a Card Account is opened.

## 2. Eligibility and Enrolment

- 2.1 Participation in the *Blue Sky* Program is automatic for all *Blue Sky* Credit Cardmembers (subject to approval by American Express) and entitles the Cardmember to redeem accrued points in the *Blue Sky* Program.
- 2.2 If you hold another American Express Card and Card account you may be eligible to participate in other American Express Membership Rewards programs, however, these programs are NOT linked to your *Blue Sky* Program Account. Points earned under the *Blue Sky* Program are not transferable to any other Membership Rewards programs operated by American Express and vice versa.
- 2.3 Points earned on any Supplementary Cards will automatically accrue to the Program Account. Supplementary Cards cannot be enrolled in the *Blue Sky* Program separately from your Card Account.
- 2.4 Only Card Accounts kept in good standing and not overdue are eligible for enrolment in the *Blue Sky* Program.
- 2.5 Only individual Cardmembers, not companies, may participate in the *Blue Sky* Program.

## 3. Fees

Enrolment in Membership Rewards *Blue Sky* is automatic for American Express *Blue Sky* Credit Cardmembers and is included in the annual Card Account fee.

## 4. Points Accrual

- 4.1 Except for promotional offers, if enrolled in the *Blue Sky* Program, you will accrue one Point in the Program Account for every one Australian dollar (AUD1) spent on goods and services, charged and billed on the Card Account and Linked Accounts (if any), subject to the following exclusions. No Points accrue in respect of:
  - (a) charges processed and billed prior to the Enrolment Date or charges prepaid prior to the first billing statement for that Account following the Enrolment Date;
  - (b) Cash Advance and other cash services;
  - (c) American Express Travellers Cheque and Gift Cheque purchases;
  - (d) charges for dishonoured payments;
  - (e) interest charges – including American Express Credit Card account finance charges;
  - (f) fees and charges, including annual Card fees and Membership Rewards *Blue Sky* fees;
  - (g) late payment charges; and
  - (h) charges for the pay portion of any Points + Pay Membership Rewards redemption.
- 4.2 Points accrued in your Program Account may be converted or redeemed for any rewards in the *Blue Sky* Program in accordance with these Terms and Conditions. The number of points required to redeem any given reward is determined by us and may change from time to time.
- 4.3 Balance transfers from other credit card accounts are not eligible for Points on the amounts transferred. We reserve the right to change this provision at any time and we may offer Points on balance transfers as part of specific promotions and subject to any conditions we think fit.
- 4.4 Adjustments will be made to the Points accrued in a Program Account if there are any credits posted to your Primary Card Account or any Linked Accounts, including those arising from returned goods or services or from billing disputes.
- 4.5 Points accrued in a Program Account are not your property and are nontransferable, whether by operation of law or otherwise, either to any other person or entity or Program Account.
- 4.6 Points accrued in the Program Account have no monetary value.
- 4.7 Points accrued in your Program Account for any given year will be carried forward on the Enrolment Date anniversary, only if all other conditions set out in these Terms and Conditions have been met.

## 5. Points Expiration/Transfer

- 5.1 There is no expiry date for the Points earned while participating in the *Blue Sky* Program as long as you are a Cardmember of American Express, you are enrolled in the *Blue Sky* Program and all your accounts with us are kept in good standing
- 5.2 We may impose a conversion rate for transfers between countries which will be advised at the time of request.

## 6. Notice of Accumulated Points

We will notify you of the Points accrued in the Program Account in your monthly Primary Card Account statement.

## 7. Redeeming Points for Flight Rewards

- 7.1 Points may be converted or redeemed for return flights contained in the *Blue Sky* Destination Guide provided the Card Account and all your accounts with us are kept in good standing and are not overdue.
- 7.2 Points redeemed for Flight Rewards will entitle you to a return flight on one of the selected carriers between a departure city and one of its corresponding arrival cities as set out in the *Blue Sky* Destination Guide.

- 7.3 Destinations are limited to those outlined in the Blue Sky Destination Guide for the applicable departure city. All flights to capital cities will arrive at and depart from the major airport of that city unless requested otherwise by You. For example, all Melbourne flights will fly into and depart from Tullamarine unless you request to fly to/from Avalon.
- 7.4 The number of points required for any particular flight are set out in the Blue Sky Destination Guide which is subject to change at our discretion.
- 7.5 All Blue Sky Destination Guide flight bookings MUST be made at least 30 days in advance of the desired date of travel. If booking a flight within 30 days, you will be eligible to use Membership Rewards TravelKey.
- 7.6 If the cost of the ticket for a nominated flight route exceeds the maximum ticket price specified in the Blue Sky Destination Guide, the additional amount above the maximum ticket price must be paid by You and will be charged to Your Card Account. You will be advised at the time of booking if this is the case.
- 7.7 All Flight Rewards bookings are subject to availability and the Terms and Conditions of the selected airline.
- 7.8 Points may be redeemed for Flights Rewards by any Supplementary Cardmembers and/or other third parties only when we have received prior written authorisation from you.
- 7.9 Once Points are redeemed for a Flight Reward, they may not be converted back to Points and the booking is nontransferable and nonrefundable.
- 7.10 You can purchase Points with the redemption of any Flight Reward. Points can be purchased in multiples of 1,000 Points for \$22.00 (GST Inclusive). Points cannot be purchased and transferred to any other rewards programs. Points may only be purchased when:
- you are making a reward redemption; and
  - the number of Points purchased for cash does not exceed 20 per cent of the Points required to redeem the Flight Rewards you select.
- 7.11 You agree to follow the booking procedures for Flight Rewards as advised by American Express from time to time. To redeem Your Points for a Blue Sky Destination Guide flight, American Express can be contacted between 9am and 6pm EST Monday to Friday on 1300 662 518. Please note these times are subject to change, and do not apply to public holidays.
- 7.12 After a flight has been booked, no route changes are permitted. If you wish to change the date of a booked flight, such changes are at the carrier's discretion and at the time of making the change You must pay:
- the standard carrier change fee;
  - the difference between the ticketed fare value and the fare for the new booking plus applicable GST; and
  - any other applicable surcharges, fees and taxes incurred as a result of the change.
- 7.13 Participation by any airline in the *Blue Sky* Program is subject to change or termination without notice.
- 7.14 Flight Rewards bookings are not eligible for airline frequent flyer points.
- 7.15 Upon redeeming a Flight Reward, you agree to release our subsidiaries and affiliates from any and all liability in respect of the redemption or use of such reward.
- 7.16 Provided your flight is wholly paid for with your Points, your Card entitles you to a level of domestic and international travel insurance at no additional charge. You should read the Insurance Terms and Conditions booklet and consider the appropriateness of the insurance in relation to your individual requirements. You are solely responsible for the purchase of any additional insurance you may require.

- 7.17 You are solely responsible for any:
- airport transfer fees;
  - airport taxes;
  - fuel surcharges, levies; and
  - other service fees and charges relating to Flight Rewards, including booking service fees for companion flight bookings.

Such fees will be advised at the time of booking. In addition, you may be requested to pay airport taxes on departure.

- 7.18 All airline taxes, including GST on those taxes, must be paid by You and will be charged to Your Card Account.
- 7.19 Tickets for flights may not be transferred, endorsed, refunded or exchanged for cash.
- 7.20 American Express does not own or operate any airline or aircraft. American Express is not liable for service deficiencies on the part of airlines or other service providers, including but not limited to: accidents, injuries, infections and illnesses; delays and diversions; changes in routes or itineraries; loss, theft or damage to possessions.
- 7.21 You authorise American Express to provide your personal information to carriers whenever you wish to redeem your Points for a Blue Sky Destination Guide flight.
- 7.22 The carrier that the flight is booked with is at the discretion of American Express. Carriers are limited to leading Australian and international carriers.

## 8. Redeeming Non-Flight Rewards

- 8.1 Points may be converted or redeemed for Non-Flight Rewards provided the Card Account and all your accounts with us are kept in good standing and not overdue.
- 8.2 Points may be redeemed for Non-Flight Rewards by any Supplementary Cardmembers and/or other third parties only when we have received prior written authorisation from you.
- 8.3 You can purchase Points with the redemption of any Non-Flight Reward. Points can be purchased in multiples of 1,000 Points for \$22.00 (GST Inclusive). Points cannot be purchased and transferred to a Frequent Traveller Program. Points may only be purchased when:
- you are making a reward redemption; and
  - the number of Points purchased for cash does not exceed 20 per cent of the Points required to redeem the Non-Flight Reward you select.
- 8.4 All rewards are subject to availability and restrictions may apply.
- 8.5 For Rewards redemption (other than Charitable Rewards) made through the American Express Call Centre, an additional 2,500 Points will be incurred per call and per written request. In the event that the reward or reward certificate received is damaged or faulty, the additional 2,500 points will be credited back to your account, within 10 working days of the reward or reward certificate being returned to us.
- 8.6 Upon redeeming a reward, you agree to release us, and our subsidiaries and affiliates, from any and all liability in respect of the redemption or use of such reward or other participation in the *Blue Sky* Program.
- 8.7 Any dispute concerning goods or services received as a reward under the *Blue Sky* Program shall be settled between you and the merchant and/or supplier which supplied the goods or services. We will bear no responsibility for resolving such disputes, or for the dispute itself.
- 8.8 We are not responsible for lost or stolen rewards, reward certificates, vouchers or tickets.
- 8.9 Redeemed rewards and reward certificates are not exchangeable for other rewards and are not refundable, replaceable or transferable for cash or credit, with the exception of rewards and reward certificates returned within 14 days of redemption in the same condition as at time of sale/redemption.

8.10 We reserve the right in our sole discretion to cancel, change, suspend or substitute Non-Flights Rewards or their conditions at any time with or without notice.

## **9. Redeeming Points for Membership Rewards TravelKey**

9.1 Points may be redeemed for Membership Rewards TravelKey for travel bookings, provided the Card Account and all your accounts with us are kept in good standing and are not overdue.

9.2 Points may be redeemed for Membership Rewards TravelKey by any Supplementary Cardmember(s) and/or other third parties only when we have received prior written authorisation from you.

9.3 Points redeemed for Membership Rewards TravelKey will entitle you to prepaid travel (of a nominated value) booked through Membership Travel Services or any licensed Travelscene American Express Travel Service Network Office in Australia.

9.4 The number of Points required for any particular Membership Rewards TravelKey travel booking are determined by us and may change from time to time.

9.5 Once Points have been redeemed for Membership Rewards TravelKey, they may not be converted back to Points and the booking is nontransferable and nonrefundable.

9.6 Points cannot be redeemed for corporate or commercial travel bookings, for cash (including foreign currency) or traveller's cheques, or for travel for resale or promotional purposes.

9.7 Provided your flight is wholly paid for with your Points, your Card entitles you to a level of domestic and international travel insurance at no additional charge. You should read the Insurance Terms and Conditions booklet and consider the appropriateness of the insurance in relation to your individual requirements. You are solely responsible for the purchase of any additional insurance you may require.

9.8 You are solely responsible for any:

- (i) airport transfer fees;
- (ii) airport taxes;
- (iii) fuel surcharges, levies; and
- (iv) other service fees and charges relating to any Membership Rewards TravelKey travel booking.

Such fees will be advised at the time of booking. In addition, you may be requested to pay airport taxes on departure.

9.9 All Membership Rewards TravelKey travel bookings are subject to availability and these Terms and Conditions of Membership Rewards TravelKey. For avoidance of doubt, these Terms and Conditions of Membership Rewards TravelKey prevail over the Terms and Conditions of the selected airline, hotel or tour operator.

9.10 Changes are permitted on Membership Rewards TravelKey travel bookings, subject to the Terms and Conditions of Membership Rewards TravelKey. Changes are subject to the travel partners' applicable fees and any additional amendment fee as required and advised at time of change by Membership Travel Services or the Travelscene American Express Travel Service Network Office.

9.11 Membership Rewards TravelKey bookings may not be eligible for airline frequent flyer points, depending on the airline carrier.

9.12 Upon redeeming a Membership Rewards TravelKey travel reward, you agree to release our subsidiaries and affiliates from any and all liability in respect of the redemption or use of such reward.

9.13 Any dispute concerning services received under Membership Rewards TravelKey shall be settled between you and the merchant and/or supplier who supplied the services. We will bear no responsibility for resolving such disputes, or for the dispute itself.

9.14 Any travel partners' participation in Membership Rewards TravelKey is subject to change or termination without notice.

9.15 You may not use Membership Rewards TravelKey to book routes that are provided in the Blue Sky Destination Guide, unless you are booking a flight within 30 days of the date of travel and are therefore ineligible to make Blue Sky Destination Guide flight bookings.

## **10. Redeeming Points for Credit on the Card**

You may redeem Points for a Credit on the Card Account. We may decline a Points for Credit request, at our discretion, where the Card Account or Cardmember's other accounts with Amex are not in good standing. The redemption of Points for Credit will be administered solely by us within 3 business days and cannot be reversed. Points for Credit is not redeemable for cash via credit balance refund.

## **11. Program Account**

11.1 If you hold any other accounts with us, and they are not in good standing or are overdue (we do not receive payment within 40 days of Card Account Statement date) or if you are in breach of the Card Account Terms and Conditions, then those Points accrued in the Program Account relating to the overdue spend amount will be forfeited and your Card Account may be cancelled.

11.2 If you cancel the Card Account and all Supplementary Cards with us or if, for any reason, we cancel the Primary Card Account and any Supplementary Cards, any Points accrued in the Program Account will be forfeited and will not be capable of transfer, conversion or redemption.

11.3 Provided the Card Account has not been cancelled, you may request we reinstate forfeited Points. We may refuse or approve such a request, at our discretion. If we approve such a request, a Reinstatement Fee as set out in the Schedule of Fees is payable. Generally, we cancel your Card Account if we do not receive your payment within 90 days of Card Account Statement date. Once your Card Account is cancelled or 90 days has elapsed since the original statement date to which your accrued Points relate, then any such forfeited Points cannot be reinstated.

## **12. 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 American Express Australia Limited, and advise if you think it is inaccurate, incomplete or out of date.

To arrange access to personal information about you, request a copy of the American Express Privacy Policy Statement or 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 section 'personal information' means information about you, including your financial circumstances and the use and administration of the Program.

You agree that, subject to the Privacy Act, we and our agents may do the following:

**Partners.** Provide personal information to Reward suppliers, our agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of the Program and seek from and exchange with such organisations personal information about you.

**Marketing lists.** Use personal information for marketing purposes. This includes putting your name and contact details on marketing lists for the purpose of offering you goods or services of an American Express company or of any third party, by mail, email or telephone or having our related companies do so directly. Please call us on 1300 132 639 if you wish for us to remove your name from our marketing lists.

**Our service providers.** Transfer personal information confidentially to our related companies and other organisations which issue or service the Program, subject to appropriate conditions of confidentiality. This includes transferring personal information to the United States or other countries for data processing and servicing.

**Call monitoring.** Monitor and record telephone conversations from time to time, for the purposes of service quality and coaching.

### 13. General

- 13.1 We assume no responsibility for any loss of whatever nature resulting from the redemption of rewards under the *Blue Sky* Program.
- 13.2 We reserve the right to suspend or terminate the Program at any time we deem appropriate. In such a case, we shall give advance written notice to you.
- 13.3 We reserve the right to change the Program Terms and Conditions at any time including, but not limited to, Points conversion rates and redemption rates.
- 13.4 Fraud and abuse relating to the earning of Points in the Program or redemption of rewards may result in forfeiture of accrued Points as well as cancellation of the Program Account.
- 13.5 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Program, your participation in the Program, any Points acquired or converted or any other transaction within the Program.
- 13.6 All questions or disputes regarding eligibility for the Program or the eligibility of Points for accrual or redemption of rewards will be resolved by us at our sole discretion. Any such questions or disputes must be brought to our attention and resolved within 12 months. Additionally, any Points disputes must be raised and resolved within 12 months from when the Points are first credited to or deducted from the Program Account.
- 13.7 The Program Account is not transferable.
- 13.8 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 13.9 These Terms and Conditions are governed by the laws of New South Wales, Australia.

Schedule of Fees	
<b>Points Reinstatement Fee</b>	
Through American Express Call Centre	\$25
Online	\$20



MEMBERSHIP  
REWARDS™

American Express Australia Limited Membership Rewards  
GPO Box 240, Sydney NSW 2001

General enquiries: 1300 662 518 (8am–7pm Sydney time)  
[www.membershiprewards.com.au](http://www.membershiprewards.com.au)

Blue Sky Destination Guide redemptions:  
1300 662 518 (9am–6pm Sydney time, Monday to Friday).

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