



# American Express® Green Card Travel Accident Insurance Policy

## Terms and Conditions

**EFFECTIVE 1 DECEMBER 2020**



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## TERMS AND CONDITIONS

American Express Green Card – Travel Accident Insurance.  
Cover is effective from 1 December 2020.

This booklet contains important information about Your American Express Green 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 American Express Green 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 New Zealand dollars.  
Chubb can be contacted as follows:

### **Chubb Insurance New Zealand Limited**

Address: CU 1–3, Shed 24, Princess Wharf,  
Auckland, 1010

Postal Address: PO Box 734, Auckland, 1010

Telephone: 0800 703 702 or +61 2 9335 3354

Facsimile: +64 (9) 303 1909

Email: CardmemberServices.ANZ@Chubb.com

## TRAVEL INSURANCE COVER

### **ACTIVATION OF INSURANCE**

Insurance is activated by purchasing a Common Carrier Conveyance Trip on Your American Express Green Card.

## BENEFITS AND SCOPE OF COVER

### **Important information about this cover**

These Terms and Conditions set out important information about Transport Accident Cover for American Express Green Card Members.

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

American Express International (NZ), Inc. of Jarden House, Level 5, 21 Queen Street, Auckland 1010 (“American Express”) holds a Master Policy (Policy Number AGRG386658, the “Master Policy”) with the insurer Chubb Insurance

New Zealand Limited, of CU 1-3, Shed 24, Princess Wharf ("Chubb").

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 Chubb as the insurer. You are not charged by Chubb for these benefits and can access the benefits if You are an American Express Green Card Member.

American Express is not the insurer, does not guarantee or hold this right on trust for You and does not act on behalf of Chubb. Neither American Express nor any of its related corporations are nominated representatives or an agent of Chubb or any of its related companies.

American Express is not authorised to provide any advice, recommendations or opinions about this insurance on behalf of Chubb.

The information contained within this document does not take into account the personal circumstances, objectives, financial situation or needs of the insured and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of the relevant insurance policy, and obtain financial advice if required, before making any decisions about the insurance policy.

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 charge card account statement showing any purchases made.

These Terms and Conditions were prepared on 1 December 2020.

### **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 American Express on 0800 703 702 or visiting the website at [www.americanexpress.co.nz/policy](http://www.americanexpress.co.nz/policy). Chubb will issue a new document or a supplementary document to American Express, to advise of a change to the existing American Express Green Card Terms and Conditions or to make any necessary corrections.

**Financial Strength Rating**

At the time of print, Chubb has an “AA-” insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA Extremely Strong	BBB Good	CCC Very Weak	SD or D – selective default or default
AA Very Strong	BB Marginal	CC Extremely Weak	R – Regulatory Action
A Strong	B Weak		NR – Not Rated

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings website.

Our rating is reviewed annually and may change from time to time, so please refer to our website for our latest financial strength rating.

**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 Green Card Member until the time access to the benefit terminates (see below), entitled to coverage for:

Section	Benefit	Maximum Sum Insured (NZD)	Summary	Page
<b>TRAVEL INSURANCE COVER</b>				
A	Transport Accident Cover	\$175,000 for loss of life	<ul style="list-style-type: none"> <li>• Cover for Loss arising as a passenger, transport to/from a Common Carrier Conveyance</li> <li>• Loss arising while in a departure or destination terminal</li> <li>• Loss arising from Exposure and Disappearance</li> </ul>	7

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

**Termination**

Cover will terminate at the earlier of the following:

- cancellation of Your American Express Green Charge Card; or
- termination of the Master Policy.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time.

This document replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Master Policy provided prior to the date of this document.

### **Sanctions**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the **Policy** remain unchanged.

Chubb Insurance New Zealand Limited is a subsidiary of a United States of America company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance New Zealand Limited is subject to certain United States of America laws and regulations in addition to European Union, United Nations and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

## **DEFINITIONS**

The following words, when used in this document, have the meaning given below.

**American Express Green Card Member** means the basic holder of an American Express Green Card including any Additional Cards issued by American Express International (NZ), Inc. billed from New Zealand and in New Zealand Dollars.

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

**Common Carrier Conveyance Trip** means a trip taken by You between the point of departure and the final destination as shown on Your ticket, for which the entire fare has been charged to Your American Express Green Card or any Membership Rewards direct ticket redemption prior to any injury.

**Dependent Child** means the American Express Green Card Member's legally dependent child up to and including the age of twenty-two (22), living at home with the American Express Green Card Member and/or in full time education, including a stepchild or legally adopted child who is wholly dependent on the American Express Green Card Member for financial support, travelling with the American Express Green Card Member and staying at the same destination.

**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.

**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.

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

**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.

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

**We/Our/Us** means Chubb Insurance New Zealand Limited (Chubb).

**You/Your/Yourself** means any person provided they are an American Express Green Card Member or their Spouse or Dependent Child.

## BENEFITS

### SPECIFIC DEFINITIONS UNDER TRANSPORT ACCIDENT 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. **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 (not as a pilot or crew member) in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

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

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

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

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

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

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

4. **Loss arising from Exposure**

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

5. **Loss arising from Disappearance**

If whilst on a Common Carrier Conveyance Trip You disappear due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling,

and Your body has not been found within fifty-two (52) weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that You suffered loss of life and We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

## 6. **Benefit Amounts and Covered Limits**

<b>Loss type</b>	<b>Benefit Amount (NZD)</b>
Loss of life	175,000
<b>Dismemberment:</b>	
Loss of both hands or both feet	175,000
Loss of one (1) hand and one (1) foot	175,000
Loss of entire sight of both eyes	175,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	175,000
Loss of one (1) hand or one (1) foot	87,500
Loss of the entire sight of one (1) eye	87,500

## **TERMS AND CONDITIONS APPLICABLE TO TRANSPORT ACCIDENT COVER**

1. In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are entitled to make a claim We will only make one (1) payment equal to the highest benefit amount payable under any of the American Express Cards which provides cover in relation to the accident and Loss in question.
3. Benefits will be paid in New Zealand 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.

## **EXCESS APPLICABLE TO TRANSPORT ACCIDENT COVER**

1. Nil excess

## **MAKING A CLAIM UNDER AMERICAN EXPRESS GREEN CARD MEMBER CHARGE 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 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.

### **Contact Phone numbers:**

Call **0800 703 702** or **+61 2 9335 3354**

(during business hours) if:

- You have any questions about this policy;
- You require a claim form;
- You wish to discuss the progress or status of Your claim.

You must submit a fully completed claim form and all supporting documentation to Claims Department, Chubb Insurance New Zealand Limited, PO Box 734, Auckland within thirty (30) days after the occurrence or commencement of any loss covered under this part or as soon as reasonably practicable thereafter.

You must supply all of Your original invoices, receipts, reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Us.

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

## Fair Insurance Code



We are a member of the Insurance Council of New Zealand (**ICNZ**) and a signatory to ICNZ's Fair Insurance Code (**the Code**). The Code and information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.

## Complaints and Dispute Resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that you may access, at no cost to you. To assist Chubb with your enquiries, please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint or dispute.

Chubb's complaints and dispute procedures are as follows:

### Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any of Chubb's products or services and you wish to lodge a complaint, please contact us via:

E Complaints.NZ@chubb.com

O 0800 422 346

F +64 9 303 1909

Post: The Complaints Officer  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

### Stage 2 – Dispute Resolution Procedure

If you are dissatisfied with Chubb's response to your complaint, you can advise that you wish to take your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

E DisputeResolution.NZ@chubb.com

O +64 9 377 1459

F +64 9 303 1909

Post: Internal Dispute Resolution Service  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

### **Stage 3 – External Dispute Resolution**

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Commerce & Consumer Affairs. Subject to FSCL's Terms of Reference, if you are dissatisfied with our dispute determination or we are unable to resolve your complaint or dispute to your satisfaction within two months you may contact FSCL via:

Post: Financial Services Complaints Limited  
PO Box 5967  
Lambton Quay  
Wellington 6145

O 0800 347 257 (Call Free for consumers)  
or +64 4 472 FSCL (472 3725)

F +64 4 472 3728

E [info@fscl.org.nz](mailto:info@fscl.org.nz)

W [www.fscl.org.nz](http://www.fscl.org.nz)

Please note if you would like to refer your complaint or dispute to FSCL you must do so within 2 months of the date of our dispute determination.

Further details regarding our complaint handling and dispute resolution procedures are available from our website and on request.

## **PRIVACY**

This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle your personal information. Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted on Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains your personal information in accordance with the requirements of New Zealand's Privacy Act, as amended or replaced from time to time.

### **Personal Information Handling Practices**

*When do We collect your personal information?*

Chubb collects Your personal information (which may include health information) from You when You interact with Us, including when you are applying for, changing or renewing an insurance policy with Us or when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our privacy policy.

### *Purpose of Collection*

We collect and hold the information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Us with this information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

Sometimes, We may also use Your personal information for Our marketing campaigns and research, to improve our services or in relation to new products, services or information that may be of interest to You.

### *Recipients of the Information and Disclosure*

We may disclose the information We collect to third parties, including:

- contractors and contracted service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus and call centres);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers, marketing agencies; and
- government agencies or organisations (where we are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

From time to time, We may use your personal information to send You offers or information regarding Our products that may be of interest to You. If You do not wish to receive such information, please contact Our Privacy Officer using the contact details provided below.

### *Rights of Access to, and Correction of, Information*

If You would like to access a copy of Your personal information, or to correct or update Your personal information, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 377 1459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com).

### *How to Make a Complaint*

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing [enquiries@privacy.org.nz](mailto:enquiries@privacy.org.nz) or using the online form available on the Privacy Commissioner's website at [www.privacy.org.nz](http://www.privacy.org.nz).

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