

American Express®  
Platinum Card Insurances  
New Zealand  
Terms and Conditions

Cover is effective from 1 December 2020





**American Express® Platinum Card Insurances****Policy Number:** 09NACPLTCG**Cover is effective from 1 December 2020**

These Terms and Conditions were prepared on 1 December 2020.

This booklet contains important information about Your American Express Platinum Card complimentary insurance and should be read carefully and stored in a safe place. We recommend that You take a copy with You when You travel.

Please familiarise Yourself with its contents. We want to ensure You are clear about what Your American Express Platinum Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call Chubb on 0800 703 702 and Our insurance team will be happy to assist You with any enquiries.

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

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# 1. Eligibility & Activation of Insurance Benefits

**Important:** In order to be eligible for the complimentary insurance benefits, You must first purchase the full fare for a Trip, or an Eligible Item, on the American Express Platinum Card Account. See the table below for details about when You are eligible for cover:

<b>Activation of Transport Accident and Card Account Balance Waiver Cover:</b>
Cover is effective when You pay the full fare for a Trip: i) on the American Express Platinum Card Account; or ii) with American Express Membership Rewards points; or iii) with any other travel rewards or frequent flyer points provided the taxes and/or surcharges have been charged to Your American Express Platinum Card Account. American Express Not Accepted Cover is effective if you cannot pay the full fare for a Trip on Your American Express Platinum Card Account because the provider does not accept American Express as a form of payment. You must be able to supply proof of purchase and the name and address of the provider who would not accept Your American Express Platinum Card Account.
<b>Activation of Travel Insurance Cover:</b>
Cover is effective when You pay the full fare for a Trip: i) on the American Express Platinum Card Account; or ii) with American Express Membership Rewards points; or iii) with any other travel rewards or frequent flyer points provided the taxes and/or surcharges have been charged to Your American Express Platinum Card Account. American Express Not Accepted Cover is effective if You cannot pay the full fare for a Trip on Your American Express Platinum Card Account because the provider does not accept American Express as a form of payment. You must be able to supply proof of purchase and the name and address of the provider who would not accept Your American Express Platinum Card Account.
<b>Activation Of Purchase Protection Cover:</b>
Cover is effective when You purchase Eligible Items on the American Express Platinum Card Account.
<b>Activation of Buyer's Advantage Cover:</b>
Cover is effective when You purchase Eligible Products on the American Express Platinum Card Account.
<b>Activation of Loss Damage Waiver Cover:</b>
Cover is effective when You take legal control of the Rental Vehicle and the entire cost is charged to the American Express Platinum Card Account.
<b>Activation of Smartphone Screen Cover:</b>
Cover is effective when You pay for a: i) Smartphone outright in a single transaction; or ii) Smartphone on a monthly contract; or iii) a rolling monthly 'SIM Only' plan for 3 consecutive months: using Your American Express Platinum Card Account
<b>Activation of Platinum Assistance Services:</b>
Cover is effective whilst You are a Primary Card member or Supplementary Card member.

**Important:** Supplementary Card members are not covered for Travel Insurance benefits (see table below). If You are a Supplementary Card member or a Supplementary Card member is travelling with You on a Trip, You should consider whether these benefits provide adequate cover. The Supplementary Card member may need to take out a separate travel insurance policy.

The table below provides details of who is covered under the insurance benefits:

Section	Benefit	Primary Card member	Supplementary Card member
<b>Transport Accident and Card Account Balance Waiver Cover</b>			
A	Transport Accident Cover	✓	✓
B	Card Account Balance Waiver Cover	✓	✓
<b>Travel Insurance Cover</b>			
C	Travel Inconvenience Cover	✓	No Cover
D	Medical Emergency Expenses Cover <b>(For 24-hour medical and travel emergency assistance call Chubb Assistance on +61 2 9335 3492)</b>	✓	No Cover
E	Baggage, Money and Documents Cover	✓	No Cover
F	Travel Cancellation Cover	✓	No Cover
G	Personal Liability Cover	✓	No Cover
H	Hijack Cover	✓	No Cover
<b>Purchase Protection Cover</b>			
I	Purchase Protection cover	✓	✓
<b>Buyer's Advantage Cover</b>			
J	Buyer's Advantage cover	✓	✓
<b>Loss Damage Waiver Cover</b>			
K	Loss Damage Waiver cover	✓	✓
<b>Smartphone Screen Cover</b>			
L	Smartphone Screen Cover	✓	✓
<b>Platinum Assistance Services</b>			
M	Legal Assistance	✓	✓
N	Roadside Assistance	✓	✓
O	Home Assistance	✓	✓

**For medical and travel emergencies, or for Platinum Assistance Services (legal assistance, roadside assistance or home assistance) please contact Chubb Assistance on +61 2 9335 3492.**

**IF YOU REQUIRE EMERGENCY ASSISTANCE ANYWHERE IN THE WORLD CONTACT THE LOCAL TELEPHONE OPERATOR AND REQUEST A REVERSE CHARGE CALL.**

**For claims and general enquiries about these Terms and Conditions, please contact Chubb:**

Address: CU-1-3 Shed 24, Princes Wharf, Auckland, 1010

Postal Address: PO Box 734, Auckland, 1010

Telephone: 0800 703 702

Overseas Telephone: +61 2 9335 3354

Email: CardmemberServices.ANZ@Chubb.com

For non-emergency claims please refer to the "How to Make a Claim" section on page 26.

## 2. Summary of Benefits and Scope of Cover

The table below provides a helpful summary of the benefits provided pursuant to the Master Policy and the terms and conditions which apply. Excesses may apply for some benefits.

Section	Benefit	Summary	Page
<b>Transport Accident, Card Account Balance Waiver Cover</b>			
A	Transport Accident Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>Loss arising while riding as a passenger on, or transport to/from, a Common Carrier Conveyance</li> <li>Loss arising while in a departure or destination terminal</li> <li>Loss arising from exposure and disappearance.</li> </ul>	11
B	Card Account Balance Waiver Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>the outstanding balance of the American Express Platinum Card Account at the time of the accident should You suffer a Loss under Section (A).</li> </ul>	12
<b>Travel Insurance Cover</b>			
C	Travel Inconvenience Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>delayed flight departure, flight cancellation, denied flight boarding, missed flight connections</li> <li>luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight.</li> </ul>	12
D	Medical Emergency Expenses Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency.</li> </ul> <p><b>Excess: \$250 per claim</b></p> <p><b>In an emergency:</b></p> <p><b>Contact Chubb Assistance as soon as You have an emergency on +61 2 9335 3492 and provide Your American Express Platinum Card Account number and as much information as possible. Please provide a telephone or fax number where You can be contacted.</b></p> <p><b>We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance.</b></p>	13
E	Baggage, Money and Documents Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during a Trip.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	15
F	Travel Cancellation Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>non-refundable deposits, pre-paid excursion costs and leisure activities and unused travel and accommodation costs You have paid where You have had to cancel a Trip for certain reasons.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	16

Section	Benefit	Summary	Page
<b>Travel Insurance Cover (continued)</b>			
G	Personal Liability Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>Your liability for damages for injury to any person or damage or accidental loss to property.</li> </ul>	17
H	Hijack and Detention Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>the cost of Your Close Relatives to travel and stay at the place of the Hijack for a maximum of 13 days in the event of Your Common Carrier Conveyance being subjected to Hijack during Your trip and if You are detained in excess of twenty-four (24) hours.</li> </ul>	18
<b>Purchase Protection Cover</b>			
I	Purchase Protection Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>theft or damage to an Eligible Item within 90 days of purchase.</li> </ul> <b>Excess: \$50 per claim</b>	19
<b>Buyer's Advantage Cover</b>			
J	Buyer's Advantage Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>the breakdown or defect of Eligible Products during the Buyer's Advantage Period.</li> </ul>	20
<b>Loss Damage Waiver Cover</b>			
K	Loss Damage Waiver Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>loss or damage to a Rental Vehicle.</li> </ul>	21
<b>Smartphone Screen Cover</b>			
L	Smartphone Screen Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>breakage of Smartphone front screen due to accidental damage.</li> </ul> <b>Excess: 10% of the repair cost</b>	22
<b>Platinum Assistance Services</b>			
M	Legal Assistance	<b>Available outside New Zealand only. Cover for:</b> <ul style="list-style-type: none"> <li>referral and advance of emergency legal fees and bail bond.</li> </ul>	25
N	Roadside Assistance	<b>Available within New Zealand only. Cover for:</b> <ul style="list-style-type: none"> <li>Roadside Assistance or towing, replacement vehicles, return of vehicles.</li> </ul>	25
O	Home Assistance	<b>Available within New Zealand only. Cover for:</b> <ul style="list-style-type: none"> <li>24-hour referral to service providers and charges for two (2) emergency call outs.</li> </ul>	27

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.

## Exclusions and Limitations

As with all insurance policies, there are some very important exclusions and limitations that apply. You should read this document carefully. This policy contains both general and specific exclusions. General exclusions apply to all parts of the Policy and can be found at page 22 under the section titled General Exclusions. Specific exclusions apply only to specific parts of the policy and can be found at the end of each benefit section.

We have highlighted a few important exclusions and limitations below:

- Losses arising from any Pre-existing Medical Conditions are not covered.
- You must be under eighty (80) years of age and in a good state of health and fit to travel.
- Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is over the age of eighty (80) years are not covered.
- Items left Unattended in a Public Place are not covered.
  - a) **Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.
  - b) **Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

## Termination

Cover will terminate at the earlier of the following:

- cancellation of the American Express Platinum Card Account; 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. A copy of any updated information is available to You at no cost by visiting the website at [www.americanexpress.co.nz/platinum](http://www.americanexpress.co.nz/platinum).

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

## Other Insurance

The insurance cover described in this document is provided for Your benefit under the Master Policy entered into

between Chubb and American Express. If You are entitled to receive a benefit or make a claim under another policy (for example a home and contents policy, an alternative Mobile Phone Policy or the American Express Travel Insurance Policy Wording and Product Disclosure Statement) in respect of the same loss as Your claim under this Master Policy, then Chubb is not liable to provide indemnity under this Master Policy until the amount of any indemnity under the other policy is exhausted. Therefore, any insurance cover under this Master Policy in respect of the same loss shall only be excess insurance cover over and above the applicable policy.

## 3. Important Information about this Cover

These Terms and Conditions set out important information about Transport Accident Cover, Card Account Balance Waiver Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Hijack Cover, Purchase Protection Cover, Buyer's Advantage Cover, Loss Damage Waiver Cover, Smartphone Screen Cover and Platinum Assistance Services.

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

AEI(NZ)I holds a Master Policy (Chubb reference number 09NACPLTCG the "Master Policy") with Chubb.

Under the Master Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the terms and conditions specified) provided by Chubb as the insurer where You have met the activation and eligibility requirements set out in the Eligibility & Activation of Insurance Benefits above. You are not charged by Chubb for these benefits.

You are not a contracting insured (ie. You cannot vary or cancel the cover – only AEI(NZ)I can do this) and You do not enter into any agreement with Us. AEI(NZ)I is not the insurer, does not guarantee or hold this right on trust for You and does not act as Chubb's agent (that is, on behalf of Chubb). Neither AEI(NZ)I nor any of its related corporations are Nominated Representatives (under the Financial Advisers Act 2008 or Financial Markets Conduct Act 2013) of Chubb or any of its related companies.

AEI(NZ)I 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 keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and card account statement showing any purchases made.

#### **Updating these Terms and Conditions**

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at [www.americanexpress.co.nz/platinum](http://www.americanexpress.co.nz/platinum). Chubb will issue a new document or a supplementary document to AEI(NZ)I to advise of a change to the existing 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.

## **4. Definitions**

The following words when used with capital letters in this document have the meaning given below.

**Chubb** means Chubb Insurance New Zealand Limited (Company Number 104656, FSP No.35924) of CU 1-3, Shed 24, Princes Wharf, Auckland 1010, the insurer of the Master Policy held by AEI(NZ)I.

**Chubb Assistance** means the service provider acting on behalf of Chubb to provide emergency medical and travel assistance, legal assistance, roadside assistance and home assistance.

**AEI(NZ)I** means American Express International (NZ), Inc. (Company Number 867929) of Level 3 Building A, 600 Great South Road, Ellerslie, Auckland, the Master Policy holder.

**American Express New Zealand** means American Express International (NZ), Inc. Incorporated with limited liability in Delaware USA. Principal Place of Business in New Zealand, 600 Great South Road, Ellerslie, Auckland, NZ.

**American Express Platinum Card Account** means an American Express Platinum Card account issued by American Express New Zealand, billed from New Zealand and in New Zealand dollars.

**Appointed Claims Handler** means Chubb or its claims handling agent and/or representative.

**Close Relative** means spouse, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

**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 on a Common Carrier Conveyance:

- (a) between the point of departure and the final destination as shown on Your ticket; and
- (b) in relation to which the relevant cover has been activated in accordance with section 1 – Eligibility & Activation of Insurance Benefits.

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

**Domestic Trip** means:

1. a trip that is more than 150km from Your place of residence and is within New Zealand; and

- a trip in relation to which the relevant cover has been activated in accordance with section 1- Eligibility & Activation of Insurance Benefits.

**Eligible Item** means an item:

- that is purchased solely for personal use; and
- that is new and has not been used; and
- the cost of which has been charged to an American Express Platinum Card Account.

**Injury** means bodily injury which:

- is caused by accidental, violent, external and visible means (the **accident**) and results solely and directly from the accident and independently of all other causes; and
- causes a loss, within one-hundred (100) days of the accident.

**Insolvency** means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

**International Trip** means:

- a trip anywhere outside New Zealand; and
- a trip in relation to which the relevant cover has been activated in accordance with section 1 – Eligibility & Activation of Insurance Benefits.

**Loss** means loss of life, or:

- complete and permanent severance of a foot at or above the ankle joint;
- complete and permanent severance of a hand at or above the wrist;
- the irrecoverable loss of the entire sight of an eye.

**Medical Condition** means any medical or psychological disease, sickness, condition, illness or injury that has affected:

- You or any travelling companion or person with whom You intend to stay whilst on Your Trip; or
- Your Close Relative or the Close Relative of any travelling companion; or
- a Close Relative of a person with whom You intend to stay whilst on Your Trip.

**Pre-existing Medical Condition** means:

- any past or current Medical Condition that, during the 2 years prior to You booking any Trip has given rise to symptoms, or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; or
- any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to You booking any Trip; or
- any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

**A Pre-existing Medical Condition does not include any of the medical conditions listed in following table.**

Asthma	If You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months.
Epilepsy	If there are no underlying medical conditions and You have not required treatment, or had Your medication altered, by a Doctor for a seizure in the last twelve (12) months.
Gout	If the gout has remained stable for the past six (6) months.
Hiatus Hernia	If no surgery is planned in the next two (2) years.
Hip Replacement	If performed more than six (6) months ago and no further treatment is required.
High Cholesterol	If You have no known heart conditions.
Peptic Ulcer	If Your condition has remained stable for more than six (6) months.
Underactive Thyroid	If not as a result of a tumour.

**Primary Card member** means:

- the person who applied for the American Express Platinum Card Account and who is issued an American Express Platinum Card Account as the primary account holder; and
- their husband, wife, fiance(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
- their legally dependent children (including stepchildren or legally adopted children) who are twenty-four (24) years of age or less and wholly dependent on them for financial support.

**Primary Card member** does not include a Supplementary Card member.

**Private Charter** means a flight or flights during Your Trip on an aircraft where You and Your travelling companions are the only passengers.

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

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

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

**Special Sports** means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests; abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking requiring climbing equipment or involving ascending above 4,000 metres; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Supplementary Card member** means:

1. a person who has been issued a supplementary card on an American Express Platinum Card Account; and
2. their husband, wife, fiance(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
3. their legally dependent children (including stepchildren or legally adopted children) who are twenty-four (24) years of age or less and wholly dependent on them for financial support.

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

1. that involves the following or preparation for the following:
  - (a) use of, or threat of, force or violence; or
  - (b) commission of, or threat of, force or violence; or
  - (c) commission of, or threat of, an act that interferes with or disrupts an electronic communication, information, or mechanical system; and
2. when one (l) or both of the following applies:
  - (a) 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
  - (b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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

**Trip** means:

1. a Domestic Trip; or
2. an International Trip.

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence; and
2. when Your Trip exceeds one hundred and eighty (180) consecutive days; and
3. when You have travelled a total of one hundred and eighty-three (183) days during each year of American Express Platinum Card Account membership.

Each Domestic Trip or International Trip must commence and end in New Zealand.

**You/Your** means:

1. a Primary Card member; and
2. in respect of the following benefit sections only, a Primary Card member and a Supplementary Card member:

- A – Transport Accident Cover;
- B – Card Account Balance Waiver Cover;
- I – Purchase Protection Cover;
- J – Buyer's Advantage Cover;
- K – Loss Damage Waiver Cover;
- L – Smartphone Screen Cover
- M – Legal Assistance;
- N – Roadside Assistance;
- O – Home Assistance.

**“We”, “Our” and “Us”** means Chubb Insurance New Zealand Limited (Chubb).

## 5. Benefits

### Section (A) Transport Accident Cover

#### Cover

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

**1. Loss arising while riding as a passenger in a Common Carrier Conveyance**

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss as a result of riding as a passenger in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled “Benefit Amounts and Covered Limits”.

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

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

**4. Loss arising from exposure**

If whilst on a Common Carrier Conveyance Trip You are unavoidably exposed to the elements and sustain an Injury that results in a Loss, 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	1,000,000
Dismemberment:	
Loss of both hands or both feet	500,000
Loss of one (1) hand and one (1) foot	500,000
Loss of entire sight of both eyes	500,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	500,000
Loss of one (1) hand or one (1) foot	250,000
Loss of the entire sight of one (1) eye	250,000

#### Terms and Conditions applicable to Transport Accident Cover

**1. In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident or**

Injury. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.

2. If You are also entitled to make a claim under the insurance cover provided by Us under another American Express New Zealand issued card account, We will only make one (1) payment equal to the highest benefit amount payable under all insurance cover provided by Us in relation to the accident and Loss in question.
3. Benefits will be paid in New Zealand dollars to You or, in the case of Your Loss of life, to Your estate.

## Section (B) Card Account Balance Waiver Cover

### Cover

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

### Payment of outstanding balance of American Express Platinum Card Account

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

### Exclusions under Card Account Balance Waiver Cover

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

## Section (C) Travel Inconvenience Cover

### Cover

Supplementary Card members are not entitled to cover under this section.

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document. The maximum We will pay out under each subsection below where more than one person claims for expenses on the same American Express Platinum Card Account is double the benefit per event.

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

If during a Trip, departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to \$800.

2. Missed flight connections

If during a Trip, 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 \$800.

3. Luggage delay checked on Scheduled Flight

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point of Your flight, We will reimburse You for the emergency purchase of essential clothing and toiletries up to \$800 incurred at such scheduled destination.

4. Extended luggage delay checked on Scheduled Flight

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point (not being Your place of residence) of Your flight, We will reimburse You for the emergency purchase of essential clothing and toiletries up to an additional \$1,000 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 toiletries must be charged to Your American Express Platinum Card Account.
2. Should more than one (1) person claim (for example, one or more persons falling within the definition of Primary Card member) under the benefits in paragraphs 1, 2, 3 and 4 of this section in relation to the same event,

We will pay 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:
  - (a) full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
  - (b) full details of the delay or loss incurred; and
  - (c) full details of expenses for which reimbursement is claimed.
5. Benefits payable under this section in respect of valid claims will be credited to the American Express Platinum Card Account used to make the covered payments.

#### **Exclusions under Travel Inconvenience Cover**

Cover does not extend to any loss arising from:

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.
4. luggage delay or extended luggage delay on Your arrival back in New Zealand.

## **Section (D) 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 New Zealand and is deemed necessary by a Doctor and Chubb Assistance. Medical Emergency excludes Pre-Existing Medical Conditions.

**Repatriation/Evacuation** means Your:

- (a) transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
- (b) evacuation to the nearest adequately equipped hospital in the event that local medical facilities are deemed inadequate by Chubb Assistance's senior medical officer; or
- (c) repatriation directly to New Zealand when recommended by Chubb Assistance's senior medical officer; or
- (d) return to New Zealand after hospitalisation, provided that You are deemed to be medically fit for travel by Chubb Assistance's senior medical officer, and that Your original means of transportation cannot be used.

#### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

No claims arising from any Pre-existing Medical Conditions will be covered.

#### **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 Chubb Assistance's senior medical officer and following consultation with the attending Doctor.
- (b) the cost of Treatment to meet Your immediate needs up to a maximum of \$20,000,000.
- (c) emergency dental Treatment up to a maximum of \$1,500.
- (d) \$100 per complete twenty-four (24) hours that You are hospitalised as an in-patient whilst on a Trip up to a maximum of \$8,000 to cover incidental expenses.
- (e) reasonable extra accommodation costs (room-only) up to \$100 per night up to a maximum of

\$5,000 for You and any person who stays or travels with You based on medical advice to extend Your stay as agreed by Chubb Assistance.

(f) if You are travelling alone, 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 \$100 per night up to a maximum of \$5,000 as agreed by Chubb Assistance.

1. In the event of a Medical Emergency Chubb Assistance may:
  - (a) arrange and refer You to physicians, hospitals, clinics, private duty nurses, dentists, dental clinics, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;
  - (b) organise Your admission to an appropriate hospital and guarantee and advance medical expenses.
2. In the event of Your death
 

In the event of Your death while on a Trip, Chubb Assistance will organise and arrange for Us to pay for:

  - (a) transportation of Your remains to New Zealand; or
  - (b) cremation and subsequent transportation of Your remains to New Zealand; or
  - (c) local burial up to \$15,000.

**In an emergency:**

**You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express Platinum Card Account number, as much information as possible and a telephone or fax number where You can be contacted. REVERSE CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS.**

**We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance.**

**Terms and Conditions applicable to Medical Emergency Expenses Cover**

1. You must be under eighty (80) years of age and in a good state of health and fit to travel.
2. We will not pay medical costs over \$1,500 without prior authorisation. You must contact Chubb Assistance as soon as a claim or potential claim arises. You must contact Chubb Assistance before incurring expenses or as soon as physically possible, to obtain prior authorisation or this will jeopardise Your claim.
3. You must take all reasonable measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit the Appointed Claims Handler any reasonable examination into the cause and extent of loss and/or damage.
5. If You brought about the loss intentionally or through gross negligence or attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
6. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.

**Exclusions under Medical Emergency Expenses Cover**

Cover does not extend to any loss arising from:

1. Your Pre-Existing Medical Conditions.
2. Your 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. costs You incur outside New Zealand after the date Chubb Assistance confirms that You should return to New Zealand.
6. costs of Treatment performed by Close Relatives.
7. coffins and/or urns which do not 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. costs incurred in New Zealand.
11. a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless Chubb Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

**Excess applicable to Medical Emergency Expenses Cover**

\$250 per claim

## Section (E) Baggage, Money and Documents Cover

### Specific Definitions under Baggage, Money and Documents Cover

**Mobile Phone** means an electronic device used for mobile telecommunications over a cellular network (including BlackBerrys, iPhones and similar).

**Money and Documents** means currency, travellers' cheques, hotel and other redeemable holiday vouchers, petrol coupons, travel tickets, passports, visas and driving licences.

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

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

**Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.

**Secure Area** means the locked dashboard, glove compartment, boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or station wagon, the fixed storage units of a motorised or towed caravan, or a locked luggage box locked to a roof rack locked to the vehicle, providing that, in each case, all items are out of sight.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

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

### Cover

Supplementary Card members are not entitled to cover under this section.

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

### Baggage, Money and Documents Cover

If during a Trip Your Personal Baggage or Money and Documents are damaged, destroyed, lost or stolen and not recovered, We will reimburse You up to:

1. \$60,000 in total overall in any one (1) three hundred and sixty-five (365) day period;
2. \$5,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
3. \$3,000 for Money and Documents;
4. \$5,000 for any one (1) laptop computer.

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

1. We will at Our discretion, 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. We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed.
4. You will need to transfer to Us, on Our request and at Your expense, any damaged item.
5. You must take reasonable 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 Public Place.
6. Cover in respect of theft from an unattended motor vehicle is subject to the following:
  - (a) items must be locked out of sight in a Secure Area; and
  - (b) forcible or violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - (c) evidence of such entry is available.
7. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
8. You must supply all original invoices, receipts and reports to the Appointed Claims Handler ensuring that You keep a copy of the documents sent.

9. 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.
10. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of You receiving Your Personal Baggage.

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

Cover does not extend to any loss of or arising from:

1. items loaned, hired or entrusted to You.
2. items left Unattended in a Public Place.
3. valuables from an unattended motor vehicle.
4. valuables placed in checked in baggage.
5. electrical or mechanical breakdown of items.
6. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
7. confiscation or destruction by order of any government or public authority.
8. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
9. damage to sports gear and activity equipment while in use.
10. in respect to 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.
11. shortages, errors, omissions, depreciation in value in respect of Money and Documents.
12. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room.
13. animals or plant life, antiques and historical artefacts, boats or 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, consumable or perishable items, 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**

\$250 per claim

## **Section (F) Travel Cancellation Cover**

#### **Specific Definitions under Travel Cancellation Cover**

**Travel Cancellation** means the necessary, unavoidable and unforeseen cancellation or curtailment of a Trip due to the following causes:

- a) You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, where in all cases the Close Relative is not more than eighty (80) years of age, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- c) Your redundancy which qualifies for redundancy payments under current legislation.
- d) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.
- e) You being required by the Police or an authority to be present at Your home or place of business in New Zealand following burglary, or local major damage such as flood at Your home or place of business in New Zealand.
- f) a delay of more than twenty-four (24) hours on the outward leg of Your Trip or the reduction in the length of Your Trip by at least 25%, whichever is the greater, as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means that You no longer want to go on Your Trip.

#### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

#### **In the event of Travel Cancellation**

In the event of Travel Cancellation, We will pay:

- (a) non-refundable deposits;

- (b) pre-paid excursion costs;
- (c) travel agents' commission which is limited to \$750 or 15%, whichever is the lesser;
- (d) unused travel and accommodation costs that You have paid or are contractually obliged to pay; and
- (e) any other reasonable additional expenses incurred limited to \$30,000;
- (f) up to \$30,000 in total per Trip;
- (g) the retail price for any ticket (or part thereof) of a Common Carrier Conveyance ticket purchased using American Express Membership Rewards or similar reward points if that ticket is subsequently cancelled as a result of Travel Cancellation and the loss of such points cannot be recovered from any other source, up to \$30,000.

- 9. You or any other person deciding not to continue Your Trip or changing Your plans.
- 10. Your financial circumstances or any contractual or business obligation.
- 11. the failure of Your travel agent to pass on monies to operators or to deliver promised services.
- 12. a cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
- 13. any government regulation, prohibition or restriction.
- 14. circumstances known to You prior to the booking of the Trip.
- 15. circumstances known to You when You applied for Your American Express Platinum Card.

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

Cover does not extend to any loss arising from:

1. Pre-Existing Medical Conditions.
2. cancellation due to the death, Accidental Injury, Sickness or Disease of any Close Relative who is more than eighty (80) years of age.
3. additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed.
4. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip.
5. Your failure to check-in at the required time for any flight, sea crossing or train journey.
6. cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the New Zealand Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
7. travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Card member.
8. costs incurred in respect of any Medical Condition where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable. Medical certificates must be provided at Your own cost.

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

\$250 per claim

## **Section (G) Personal Liability Cover**

#### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

#### **Personal Liability Cover**

If during Your Trip, You become liable to pay damages for injury to any person, or accidental loss or damage to property, We will pay costs arising directly or indirectly from one (1) cause of up to \$3,000,000 if:

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

#### **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 as soon as You receive them, send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that relates to, or may give rise to, liability.

2. We may at any time make full and final settlement of any claim. If We do so, We will have no further liability in respect of such event or events 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:

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 from:
  - (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.

## **Section (H) Hijack Cover**

#### **Specific Definitions under Hijack Cover**

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

#### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

#### **1. In the event of Hijacking**

In the event of Your Common Carrier Conveyance being subjected to Hijack during Your Trip and You being detained as a result of such Hijack for a period in excess of twenty-four (24) hours, We will, for a maximum of thirteen (13) days, pay the costs for Your Close Relatives to travel to and stay at the place of the Hijack, up to a maximum of:

- (a) \$250 in total for every twenty-four (24) hours You are held captive; and
- (b) an aggregate maximum of \$10,000 in total for Your Close Relatives per occurrence.

#### **2. In the event of Your Accidental Death as a result of Hijacking**

In the event of Your accidental death as a result of an Injury sustained during a Hijack, We will pay \$150,000 under Section (A) Transport Accident Cover.

#### **Terms and Conditions applicable to Hijack Cover**

1. Claims under this section shall be calculated from the actual time of Hijack.
2. If You die as a result of an Injury sustained during a Hijack, We will only make one (1) payment in respect of Your death, such payment being equal to the highest benefit amount payable under any American Express New Zealand card insurance cover provided by Us in relation to Your death.

## **Section (I) Purchase Protection Cover**

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

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

**Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

## **Cover**

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

## **Loss, theft or damage of Eligible Items**

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

We will pay You up to:

- (a) \$30,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) \$3,500 per event.

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

1. If an Eligible Item has been partially paid for with Your American Express Platinum Card Account, then We will only pay such percentage of the purchase price that was paid with Your American Express Platinum Card Account.
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 Public Place and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express Platinum Card Account 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:

1. damage to Eligible Items physically abused by You or the recipient of a gift.
2. lost or stolen Eligible Items not reported to the police within forty-eight (48) hours of discovery of the loss and where a written police report has not been obtained.

3. Eligible Items which are left Unattended in a Public Place.
4. normal wear and tear to Eligible Items.
5. damage to Eligible Items caused by product defects.
6. theft of or damage to Eligible Items in a vehicle.
7. theft of 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.
8. theft of or damage to cash, its equivalents, travellers' cheques, tickets or negotiable instruments.
9. theft of or damage to animals, living plants, perishable goods.
10. theft of 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 and Mobile Phones and their accessories, whilst at Your place of employment.

## **Excess applicable to Purchase Protection Cover**

\$50 per claim

## **Section (J) Buyer's Advantage Cover**

### **Specific Definitions under Buyer's Advantage Cover**

**Buyer's Advantage Period** means:

1. in the case of an Original Warranty of one (1) year or less, a period of the same length as that Original Warranty; or
2. in the case of an Original Warranty of between one (1) and five (5) years, a period of one (1) year.

**Eligible Product(s)** means a product which:

1. is purchased by You in full using Your American Express Platinum Card Account;
2. is purchased new (i.e. it must not have been used in any way prior to the time of purchase);
3. is purchased with an original manufacturer's serial number;
4. is covered under an Original Warranty;
5. is only used wholly for personal, domestic or non-commercial purposes;

6. is not within the Excluded Products list; and
7. has a purchase price of less than or equal to \$20,000 (including GST).

**Excluded Product(s)** are:

1. boats, automobiles, motor boats, airplanes and any other motorised vehicles and their integral parts;
2. any toys and games of any description including but not limited to computerised, mechanical or electronic toys and games;
3. real property or movable fixtures or fittings which are intended to become part of a real property purchase;
4. products with a manufacturer's warranty that exceeds five (5) years.

**Original Warranty** means a manufacturer's written warranty that does not exceed five (5) years and is applicable within New Zealand to the Eligible Product.

**Cover**

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

You will receive cover for the breakdown or defect of Eligible Product(s) purchased by You using Your American Express Platinum Card Account provided that such breakdown or defect would have been covered by the Original Warranty and occurs between the date that the Original Warranty expired and the end of the Buyer's Advantage Period (see table below).

Where the Original Warranty period is:	The Buyer's Advantage Period is:
7 days	7 days commencing at the end of the Original Warranty period
14 days	14 days commencing at the end of the Original Warranty period
1 month	1 month commencing at the end of the Original Warranty period
1–5 years	1 year commencing at the end of the Original Warranty period
5+ years	No Cover

We may at Our option:

1. repair, rebuild or replace the Eligible Product; or
2. pay the reasonable costs to repair, rebuild, or replace the Eligible Product; or
3. pay the actual purchase price (including GST) of the Eligible Product(s) charged to the American Express Platinum Card Account; and

the maximum amount We will pay for all claims by You in any twelve (12) month period is \$20,000 (including GST).

You must keep a copy of the Original Warranty, the sales receipt and American Express Platinum Card Account statement showing purchases of any Eligible Product(s) as You will need to provide these when making any claim.

**Exclusions under Buyer's Advantage Cover**

Buyer's Advantage does not cover:

1. any loss or damage caused by a failure to take reasonable care to protect and maintain an Eligible Product against loss or damage or mitigate any loss or damage to an Eligible Product.
2. any costs other than for parts and or labour costs resulting from a covered breakdown or defect;
3. any obligations, costs or losses beyond those set out in the Original Warranty;
4. any payments, costs, expenses or claims for bodily injury, property damage, consequential loss or damage, loss of profit, punitive damages or legal costs associated in any way with an Eligible Product;
5. any repair or rebuilding undertaken other than by Chubb or its authorised representatives;
6. any Excluded Product(s).

**Making a claim under Buyer's Advantage Cover**

You must:

1. provide a copy of the Original Warranty to Us.
2. provide a detailed explanation and proof of breakdown and defects to Us, including sales receipt and Your American Express Platinum Card Account statement showing the purchase and any other documentation necessary to support Your claim.
3. disclose to Us details of any other insurance cover under which You may be entitled to claim.

4. retain the Eligible Product(s) for inspection by Us or Our authorised representative.
5. give Chubb all necessary information and assistance We reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which it shall or would become entitled or subrogated upon it making good any loss or damage under this Policy.

## Section (K) Loss Damage Waiver Cover

### Specific Definitions under Loss Damage Waiver Cover

**Covered Rental Trip** means a journey that commences and ends in New Zealand and includes the hire of a Rental Vehicle, where the period of hire shown in the Rental Agreement is thirty-one (31) days or less, of which the entire cost has been charged to Your American Express Platinum Card Account.

**Deductible** means the amount payable by You for each and every claim when You have not purchased the collision insurance proposed by the Rental Company.

**Geographical Scope** means worldwide including country of domicile provided the rental takes place further than one hundred and fifty (150) kilometres from the permanent or temporary place of residence You are currently residing in.

**Rental Agreement** means the contract of hire between the Rental Company and You.

**Rental Company** means a company or agency that is fully licensed with the regulatory authority of the Country, state or local authority where the Rental Vehicle is collected.

**Rental Vehicle** means any automobile rented under a Rental Agreement on a daily or weekly basis from a Rental Company within the Geographical Scope and which is also collected from and returned to the Rental Company within the Geographical Scope of this cover.

### Cover

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

We will pay any amounts You are responsible for under the Rental Agreement, including the Deductible, if loss is incurred during a Covered Rental Trip, as a result of accidental damage, fire, vandalism, theft or loss of use of the Rental Vehicle. This will apply whether You are responsible or not for the accident.

We will pay You up to:

- (a) \$125,000; or
- (b) the value of the Rental Vehicle; or
- (c) the value of the claim,

whichever is the lesser.

We will pay the above in respect of any one (1) accident or occurrence and a maximum two (2) claims per three hundred and sixty-five (365) days.

### Terms and Conditions applicable to Loss Damage Waiver Cover

1. You must be aged twenty-one (21) or over and up to seventy-five (75) years of age in order to claim under this benefit.
2. Cover will take effect from the time You take legal control of the Rental Vehicle and will cease at the time the Rental Company assumes control of the Rental Vehicle whether at its business location or elsewhere.
3. Claims will not be paid in respect of expenses to the extent that they are assumed, waived or paid by the Rental Company or its insurers.
4. No amount payable under this cover shall carry interest unless payment has been unreasonably delayed following Our receipt of all the required information, documents or other evidence necessary to support the claim.
5. Losses will not be paid in respect of any property or expenses insured under another policy or any claim which should be recoverable under any other insurance.
6. Except with Our written consent, You are not entitled to admit liability or to give any representations binding upon You. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in Your name.
7. We may at Our own expense take proceedings in Your name to recover compensation from any third party (subject to any restrictions imposed at law, including under the Insurance Contracts Act 1984 (Cth)) in respect of any indemnity provided under this cover and any amounts so recovered shall belong to Us and You shall provide all reasonable assistance to Us.

### **Exclusions under Loss Damage Waiver Cover**

We will not cover loss of or arising from:

1. the rental of trailers, caravans, trucks, motorcycles, mopeds, motorbikes or motor homes.
2. use of the Rental Vehicle in, or in training for, racing competitions, trials, rallies or speed testing.
3. operation of the Rental Vehicle in violation of the terms of the Rental Agreement.
4. driving by persons who do not have a valid driving license or anyone under the age of twenty one (21) or over the age of seventy-five (75) years, or anyone who is not an insured person.
5. damage sustained whilst driving on an un-sealed or private road.
6. Rental Vehicles with a retail purchase price in excess of \$125,000 or vehicles over twenty (20) years old.

### **Making a claim under Loss Damage Waiver Cover**

You must:

1. supply Your American Express Platinum Card Account Number, Rental Agreement and accident report.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.

## **Section (L) Smartphone Screen Cover**

Specific Definitions under Smartphone Screen Cover

**Purchase or Purchased with your American Express Platinum Card** means:

1. paid for outright in a single transaction using Your American Express Platinum Card Account (including through the redemption of American Express Membership Rewards® points); or
2. paid for on a monthly contract using Your American Express Platinum Card Account.

Smartphone on a SIM Only Plan Paid for Using Your American Express Airports Platinum means:

An ongoing rolling monthly contract which You are contracted to for the provision of data calls and texts, which is:

- (a) used on a Smartphone owned by You and aged less than three (3) years; and

- (b) paid for using Your American Express Airpoints Platinum Card for a minimum of three (3) consecutive months prior to Your claim incident.

SIM Only Plan does not mean any prepaid, top up or add-on plan or purchase.

**Smartphone** means an electronic device used for mobile telecommunications over a cellular network (including but not limited to BlackBerry, Apple iPhone, Samsung and similar).

Smartphone does not mean prepaid handsets, tablets or smart watches

### **Cover**

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

### **Smartphone Screen Cover**

You are eligible to receive reimbursement of the repair cost up to \$500 if:

1. Your Smartphone Purchased with Your American Express Platinum Card; or
2. Your Smartphone on a SIM Only Plan Paid for Using Your American Express Platinum Card, suffers front screen breakage resulting from an accidental drop or impact, whilst Your American Express Platinum Card is active.

Reimbursement is restricted to two (2) eligible claims in any one (1) twelve (12) month period.

### **Exclusions under Smartphone Screen Cover**

(Please also refer to the General Terms and Conditions applicable to all sections A–L on page 22)

Cover does not extend to:

1. replacement of any other parts of the Smartphone, other than the front screen, whether glass or plastic, unless the manufacturer's authorised process determines a replacement by way of a like for like refurbished Smartphone of the exact model
2. Smartphone screen breakage resulting from:
  - (a) any process of cleaning, servicing, inspection, maintenance, adjustment or repair;
  - (b) breach of the manufacturer's operating or guidance instructions;

- (c) wear and tear or gradual deterioration of the equipment, or any damage that cannot be attributed to a single incident;
- (d) corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen damage;
- (e) any wilful act, misuse or negligent use of the equipment by You or anyone authorised by You to use the equipment;
- (f) any unlawful act committed or attempted by You or by anyone authorised by You to use the equipment; and
- (g) any competitive sports activity;

3. events occurring within the thirty (30) day waiting period – for Smartphones paid for on a monthly contract. The waiting period commences when the first payment has been made on Your American Express Platinum Card after You have switched Your monthly payment method for Your Smartphone monthly contract from an alternative payment method to Your American Express Platinum Card;

4. Smartphones older than three (3) years of age at the time of the Smartphone screen breakage – for Smartphones on a SIM Only Plan Paid for Using Your American Express Platinum Card;

5. Smartphones You cannot adequately substantiate belong to You.

#### **Excess applicable to Smartphone Screen Cover**

10% of the repair cost.

#### **Making a claim under Smartphone Screen Cover**

You must: notify Chubb of damage by submitting a claim online at [www.americanexpress.com/newzealand/claims](http://www.americanexpress.com/newzealand/claims)

1. Following notification seek repair of the Smartphone from a repairer of Your choice
2. submit a claim form with the following documents:
  - (a) receipts of the repair; and
  - (b) for Smartphones Purchased with Your American Express Platinum Card, a copy of your American Express Platinum Card statement(s) showing the Purchase of your Smartphone or;
  - (c) copy of Your contract or other documentation showing the Smartphone belongs to You; and

- (d) for Smartphones on a SIM Only Plans Paid for Using Your American Express Platinum Card, a copy/ proof of:
  - i. Your ongoing monthly contract;
  - ii. Your American Express Platinum Card statement(s) showing payment of your ongoing monthly contract for a minimum of three (3) consecutive months; and
  - iii. Your Smartphone receipt proving it is no more than 3 years old.

## **6. General Terms and Conditions Applicable to all Sections A–L above**

### **General Exclusions**

We will not cover losses under any sections of these Terms and Conditions which are recoverable from any other source, or arising from:

1. Pre-existing Medical Conditions.
2. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
3. intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.).
5. 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.
6. service in the military, naval or air service of any country.
7. participation in any military, police or fire-fighting activity.
8. activities undertaken as an operator or crew member of any conveyance.
9. flying in military aircraft or any aircraft which requires special permits or waivers.

- 10. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
- 11. 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.
- 12. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
- 13. taking of alcohol in combination with any drug or medication.
- 14. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.
- 15. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
- 16. any condition that results in a fear of flying or travel-related phobias.

#### **General Conditions**

- 1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.
- 2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
- 3. To the extent permitted by law, We will only provide cover to You in excess of loss, damage or liability that is covered by any of the following types of insurance entered by You before or after You have access under this cover:
  - (a) insurance that You are required to effect under New Zealand laws;

- (b) travel insurance;
- (c) life insurance;
- (d) consumer credit insurance;
- (e) credit card insurance;
- (f) private health insurance;
- (g) home and contents insurance;
- (h) business insurance;
- (i) public liability insurance;
- (j) income protection insurance;
- (k) third party property motor vehicle insurance;
- (l) comprehensive motor vehicle insurance;
- (m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

- 4. 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.

## **7. Platinum Assistance Services**

### **Section (M) Legal Assistance**

#### **Cover**

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

- 1. Referrals and Advance of Lawyers' Fees

Chubb Assistance will provide You with the name, address and telephone number of a local lawyer. Wherever Chubb Assistance has sufficient information

to do so, it will refer You to two or more lawyers. Although the final selection of a lawyer will be the responsibility of You, Chubb Assistance guarantees that any lawyer to whom it refers You will be admitted to practice in accordance with the laws of the relevant jurisdiction, be of good repute and not have been the subject of any reprimand or malpractice proceedings. Chubb Assistance will advance emergency funds to You to pay for fees and costs associated with such representation, up to US\$10,000. This amount will be billed to Your American Express Platinum Card Account within thirty (30) days from the date of advance of the legal fees.

## 2. Advance of Bail Bond

Chubb Assistance will attempt to secure and properly post, where possible, bail bonds for You, up to US\$10,000, for incarceration occasioned as a result of a traffic accident or an administrative complication. The bond cost is to be borne in full by You and will be billed to Your American Express Platinum Card Account within thirty (30) days from the date of posting of the bond, for repayment.

### Terms and Conditions applicable to Legal Assistance services

1. The total advance for legal services and bail bonds is limited to US\$10,000 per incident.
2. If You do not attend the court hearing at the arranged date, Chubb Assistance may launch immediate action to recover the loss of the bail bond and pursue You for immediate repayment.

## Section (N) Roadside Assistance

### Specific Definitions under Roadside Assistance services

**Covered Vehicle** means a vehicle that is classified as a private car, minibus, light passenger van, estate car or 4x4 sport utility vehicle, is less than eight (8) years old, is in good operating condition, is registered, insured and owned in New Zealand, and is driven in New Zealand by You or a driver employed by You, at the time of the event requiring roadside assistance services.

Vehicles are not covered if they are:

- (a) being used for hire or reward;

- (b) exceed (including any load carried) the following gross vehicle weight and dimensions: 2,000 kg in weight; 7 metres in length; 3 metres in height; 2.25 metres in width; or
- (c) used for motor racing, rallies, speed or duration tests, or practice sessions for such events.

### Cover

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

#### 1. Roadside Assistance

If a Covered Vehicle is immobilised or rendered unroadworthy during a Trip as a result of accidental damage or breakdown, and You contact Chubb Assistance, Chubb Assistance will arrange and pay up to \$200 for:

- (a) on-the-spot roadside assistance, including the call-out charge, labour for minor roadside repairs, up to a maximum of ten (10) litres of fuel (if needed), but excluding any spare parts; or
- (b) towing (valid only when the vehicle is travelling along trafficable gazetted roads) to the nearest suitable repairer. A garage or specialist undertaking repair work, other than at the roadside, will be acting as Your agent for such repair work.

#### 2. Replacement Vehicle

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

**3. Return of You and Passenger/s to Your Usual Place of Residence**

(a) Less than 50 km from the Your usual place of residence

If the immobilised Covered Vehicle is towed to a repair workshop less than 50 km from Your usual place of residence, Chubb Assistance will arrange and pay for the transportation of You and up to four passengers back to Your usual place of residence.

(b) More than 50 km from Your usual place of residence

If the immobilised Covered Vehicle is towed to a repair workshop more than 50 km from Your usual place of residence, Chubb Assistance will arrange and pay expenses up to NZD500 or 400 km, whichever is less, for the transportation of You and up to four passengers back to Your usual place of residence.

**4. Return or Collection of Vehicle after Repair**

(a) Less than 50 km from Your usual place of residence

If a Covered Vehicle is to be retrieved from a repair workshop located less than 50 km from Your usual place of residence, Chubb Assistance will arrange a convenient time, book and pay for a taxi to take You to the workshop to retrieve Your Covered Vehicle.

(b) More than 50 km from Your usual place of residence

If a Covered Vehicle is to be retrieved from a repair workshop located more than 50 km from Your usual place of residence, Chubb Assistance will arrange and pay for the Covered Vehicle to be delivered by a registered transporter to a depot near Your usual place of residence. Providing the depot is located within 50 km from Your usual place of residence, Chubb Assistance will arrange a convenient time (but limiting consequential expenses such as parking charges at the depot), book and pay for a taxi to take You to the workshop to retrieve Your Covered Vehicle.

**Terms and Conditions applicable to Roadside Assistance services**

1. Roadside assistance and/or towing services for vehicles located at Your residence are not covered, unless You wish to bear the associated costs.
2. The following costs will be the responsibility of You:
  - (a) any labour costs not incurred at the roadside; and
  - (b) the cost of replacement parts or other materials.
3. The cover will cease automatically should any governmental authority impound the Covered Vehicle.
4. In case of accident, Chubb Assistance will arrange towing of the Covered Vehicle and bear the cost of such towing within the limits described herein. However, if Your insurance company covers the cost of such towing, Chubb Assistance has the prerogative of either charging such costs directly to the said insurance company or charging You directly.
5. Once Chubb Assistance has been called, it is vital that Your Covered Vehicle is attended by You. Should Chubb Assistance arrive at the Covered Vehicle, and it is unattended, then work cannot be carried out and payment may be required for any subsequent calls-outs to assist with the incident.
6. If Chubb Assistance arranges for temporary roadside repairs to be carried out to the Covered Vehicle, You are required to then immediately arrange for any permanent repairs that may be necessary.
7. You must ensure that any driver of the Covered Vehicle has a fully valid driving licence.
8. If You or anyone acting for You uses fraudulent or dishonest means, or makes a false statement to:
  - (a) obtain cover; or
  - (b) make a false claimthen all benefits under these Terms and Conditions will be lost. Any fraudulently obtained benefits must be repaid to Chubb.
9. You will be required to provide Chubb Assistance with Your American Express Platinum Card Account number, or any other payment card, to cover any costs or expenses Chubb Assistance has paid out on Your behalf that are not covered under these Terms and Conditions.

## **Exclusions under Roadside Assistance**

We will not cover any:

1. claim arising from participation in motor racing, rallies, speed or duration tests or practising for such events.
2. previously inadequate repair to the Covered Vehicle.
3. claim where the Covered Vehicle has not been maintained or operated in accordance with the manufacturer's recommendations.
4. claim where the Covered Vehicle has been used for hire or reward, or for the carriage of commercial goods.
5. loss or damage deliberately carried out or deliberately caused by You or a driver employed by You, at the time of an accident.
6. loss, damage or expense which at the time of happening is insured by, or would but for the existence of this cover, be insured by any other existing certificate, policy, or any motor organisation's service. If You have any other policy in force that may cover the event for which You are claiming, You must tell Chubb Assistance.

## **Section (O) Home Assistance**

### **Specific Definitions under Home Assistance services**

**Emergency** means a circumstance that poses an immediate threat to the physical safety of the home or contents, which requires service in less than 24 hours (e.g. a burst water pipe or a branch falling through the roof of the home during a storm).

### **Cover**

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

#### **1. Home Assistance**

Chubb Assistance will provide the following Home Assistance services to You:

- (a) 24-hour referrals to service providers, including plumbers, locksmiths, electricians and air-conditioning service specialists; and
- (b) organise and pay, up to a maximum of two times per year, the charges for emergency call-out for the above providers to go to Your usual place of residence. All charges relating to labour and spare parts are to be borne by You. In the case of non-emergency call-outs, arrangements may be made by Chubb Assistance but call-out costs will be the full responsibility of You.

## **General Terms and Conditions Applicable to Platinum Assistance Services, Sections M–O above**

1. Any fraud, forgery or false evidence on the part of You will automatically end obligations to provide You with Platinum Assistance Services.
2. Chubb Assistance Services will use all available means to provide all assistance services as detailed in these Terms and Conditions. However, Chubb Assistance cannot be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to natural catastrophes, war, military act of foreign nations, revolution, insurrection, civil war, armed rebellion or other similar disturbance or riot ("riot" meaning the state of affairs in which national or local order is seriously disturbed by the collective action of a group or groups of persons, and in which a serious threat to peace and order is deemed to exist), civil strikes, lockouts or other labour disturbance or the refusal of authorities to permit the provision of such services, all acts of sabotage or terrorism committed from concerted actions, radioactivity effects, and all acts of God making impossible the execution of these Terms and Conditions.
3. As a general rule, Chubb Assistance will not reimburse costs relating to events that it was not contacted about in the first instance in accordance with these Terms and Conditions.

## **8. How to Make a Claim**

When making a claim You must:

1. supply Your American Express Platinum Card Account Number.
2. To make a non-emergency claim, please follow the link [www.americanexpress.com/newzealand/](http://www.americanexpress.com/newzealand/) claims within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter
3. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
4. provide proof of purchase for items being claimed. If no proof of purchase can be provided your claim may not

be paid, and this decision will be made at Our complete discretion.

5. disclose to Us all material information about the claim, including details of any other insurance cover under which You may be entitled to claim.

#### **Making a Claim under these Terms and Conditions**

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

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

#### **Claiming under the Terms and Conditions**

1. In the event of a medical emergency or for travel assistance whilst overseas, or for other Platinum Assistance Services (legal assistance, roadside assistance or home assistance) call Chubb Assistance on +61 2 9335 3492.
2. For a claim form please contact Us on 0800 703 702 or +61 2 9335 3354.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
5. 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.
6. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

## **9. 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  
W      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.

## 10. The 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.

## 11. Privacy Statement

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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**[www.americanexpress.co.nz](http://www.americanexpress.co.nz)**