

Endorsement

American Express® Platinum Membership Rewards® Credit Card
Purchase Protection and Extended Warranty Insurance

Effective 1 November 2007

Keep this document in a safe place.



Principal place of business in New Zealand, 600 Great South Road, Greenlane, Auckland 1051.
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Important information about this Endorsement

This endorsement contains particulars of changes to the American Express® Platinum Membership Rewards® Credit Card Worldwide Travel Insurance Master Policy (Policy Number AGRG389895), which was prepared on 1 February 2007 between American Express International (NZ), Inc. of Level 3, Building A, 600 Great South Road, Greenlane, Auckland (“American Express”) and the insurer ACE Insurance Limited, of CU-1-3, Shed 24, Princes Wharf, Auckland 1010 (“ACE”).

Under the Master Policy, You get automatic access to the benefits detailed in these Terms and Conditions (subject to the relevant terms and conditions specified) provided by ACE as the insurer. You are not charged by ACE for these benefits and can access the benefits if You are a Platinum Membership Rewards Credit Card member.

American Express is not the insurer, does not guarantee or hold this right on trust for You and does not act on behalf of ACE.

There is no obligation to accept any of the benefits of this cover. However, if You wish to make a claim under the cover provided in the Terms and Conditions, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this document. Please read this document carefully and keep it in a safe place.

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

This endorsement was prepared on 16 October 2007 and is in use from 1 November 2007.

Endorsement information

SECTION (L) PURCHASE PROTECTION COVER

Specific Definitions under Purchase Protection Cover

Eligible Item means an item that is:

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

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

Cover

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

1. Theft or damage of Eligible Items

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

We will pay up to:

- a) NZ\$30,000 in any one (1) three hundred and sixty-five (365) day period;
- b) NZ\$3,500 for jewellery, watches, precious metals and gem stones, from any one (1) event;
- c) NZ\$3,500 per event only.

Terms and Conditions applicable to Purchase Protection Cover

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

Exclusions under Purchase Protection Cover

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

- a) damage to Eligible Items physically abused by You.
- b) lost or stolen Eligible Items not reported to the Police within forty-eight (48) hours of discovery and a written report obtained.
- c) Eligible Items which are left unattended in a place accessible to the public.
- d) normal wear and tear to Eligible Items.
- e) damage to Eligible Items caused by product defects.
- f) theft or damage to Eligible Items in a vehicle.

- g) theft, or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You.
- h) theft, or damage to cash, its equivalents, travellers cheques, tickets or negotiable instruments.
- i) theft, or damage to animals, living plants, perishable goods.
- j) theft, or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), personal digital assistants (PDAs), "Blackberry"/mobile phones and their accessories.
- k) theft or damage to items from Your home or office.

Excess applicable to Purchase Protection Cover

1. NZ\$50 per person, per claim.

SECTION (M) BUYER'S ADVANTAGE™ COVER

Specific Definitions under Buyer's Advantage Cover

Eligible Product(s) means a product which:

- is purchased by You in full using Your Platinum Membership Rewards Credit Card;
- is purchased new (i.e. it must not have been used in any way at the time of purchase);
- is purchased with an original manufacturer's serial number;
- is subject to an Original Warranty;
- is only used wholly for personal, domestic or non-commercial purposes;
- is not within the Excluded Products list; and
- has a purchase price of less than or equal to NZ\$20,000 (including GST).

Excluded Product(s) are:

- boats, automobiles, motor boats, airplanes and any other motorised vehicles and their integral parts;
- any toys and games of any description including but not limited to computerised, mechanical or electronic toys and games;
- real property or movable fixtures or fittings which are intended to become part of a real property purchase.

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

Cover

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

Cover is open to all New Zealanders enrolled as Platinum Membership Rewards Credit Card members.

You will receive automatic cover for the breakdown or defect of Eligible Product(s) purchased by You using Your Platinum Membership Rewards Credit Card provided that the failure is covered by the Original Warranty, from the time the Original Warranty for the product ends until the end of the Buyer's Advantage period that applies (usually this is the same period of time as Your original warranty but it will not exceed a year).

By way of an example, Buyer's Advantage commences on expiry of the original manufacturer's warranty for the period as follows:

Original Warranty	Buyer's Advantage – Extended Warranty
7 days	7 days
14 days	14 days
1 month	1 month
1 – 5 years	1 year
5+ years	No Cover

So, if the Original Warranty is less than one (1) year, the Buyer's Advantage period is the same as the original manufacturer's warranty period. If the Original Warranty period is for one (1) year or more (up to five (5) years), the Buyer's Advantage period is one (1) year.

Products covered include, but are not limited to:	
• Televisions	• Kettles
• Refrigerators	• Toasters
• Freezers	• Irons
• Washing Machines	• Answering Machines
• Clothes Dryers	• Watches
• Microwaves	• Video Cameras
• Video Recorders	• Walkman
• Food Processors	• Discman

We may at Our option:

- repair, rebuild or replace the product; or
- pay the reasonable costs to repair, rebuild, or replace the product; or
- pay the actual purchase price (including GST) of the Eligible Product(s) charged to the Platinum Membership Rewards Credit Card; and

The maximum amount We will pay for all claims by a Platinum Membership Rewards Credit Card member in any twelve (12) month period is NZ\$20,000.

Please make sure You keep a copy of the Original Warranty, the sales receipt and Platinum Membership Rewards Credit Card statement showing the purchases as You need these in order to make a claim.

Exclusions under Buyer's Advantage Cover

Buyer's Advantage does not cover the following:

1. any loss or damage caused by a failure to take reasonable care in the circumstances to protect and maintain the product against loss or damage or to take reasonable care to mitigate any loss or damage to the property;
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 of damage, loss of profit, punitive damages or legal costs associated in any way with the product;
5. any repair or rebuilding undertaken other than by ACE or its authorised representatives;
6. any Excluded Product(s).

Making a claim under Buyer's Advantage Cover

You must:

- provide a copy of the Original Warranty to Us.
- provide a detailed explanation and proof of breakdown and defects to Us, including sales receipt and Platinum Membership Rewards Credit Card statement showing the purchase and any other documentation necessary to support Your claim.
- disclose to Us details of any other insurance cover under which you may be entitled to claim.
- retain the Eligible Product(s) for inspection by Us or Our authorised representative.
- give ACE 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.

Excess applicable to Buyer's Advantage Cover

1. Nil excess.

The General Terms and Conditions are also applicable to Parts (L) and (M).

Privacy Statement

ACE Insurance Limited ("ACE") is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the principles in the *Privacy Act 1993*.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim 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.

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 doctors and other medical service providers, credit reference bureaus and call centres), other companies in the ACE group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

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.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Privacy Officer on +64 (9) 377 1459 or email Privacy.NZ@ace-ina.com

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, PO Box 734 Auckland, Tel: +64 (9) 377 1459 or email Privacy.NZ@ace-ina.com