

American Express®

Personal Card

Travel Accident Insurance Policy

Terms and Conditions

March 2008



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TERMS AND CONDITIONS

American Express Personal Card
- Travel Accident Insurance.

Cover is effective from 1 March 2008.

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

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

Please note that amounts quoted are in New Zealand dollars.

ACE can be contacted as follows:

ACE Insurance Limited

Address: cu 1-3, Shed 24, Princess Wharf
Postal Address: PO Box 734, Auckland
Telephone: 0800 656 667 or +64 9 377 1459
Facsimile: 0800 440 709

TRAVEL INSURANCE COVER

ACTIVATION OF INSURANCE

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

BENEFITS AND SCOPE OF COVER

Important information about this cover

These Terms and Conditions set out important information about Transport Accident Cover for American Express Personal Cardmembers.

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

American Express International (NZ), Inc. of Level 3, Building A, 600 Great South Road, Ellerslie, Auckland 1051 ("American Express") holds a Master Policy (Policy Number AGRG386658, the "Master Policy") with the insurer ACE Insurance Limited, of cu 1-3, Shed 24, Princess Wharf ("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 an American Express Personal Cardmember.

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. Neither American Express nor any of its related corporations are authorised representatives or an agent of ACE or any of its related companies.

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

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

These Terms and Conditions were prepared on 16 January 2008.

Updating these Terms and Conditions

Information in this document may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling American Express on 0800 656 660 or visiting the website at www.americanexpress.co.nz/policy. ACE will issue a new document or a supplementary document to American Express, to advise of a change to the existing American Express Personal Card Terms and Conditions or to make any necessary corrections.

Benefits and Scope of Cover

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms and conditions which apply. By way of summary only, You are, from the time You become an American Express Personal Cardmember until the time access to the benefit terminates (see below), entitled to coverage for:

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

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

Termination

Cover will terminate at the earlier of the following:

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

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

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

DEFINITIONS

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

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

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

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

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

Injury means bodily injury which is:

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

Loss means with reference to:

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

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

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

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

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

You/Your/Yourself means any person provided they are an American Express Personal Cardmember or their Spouse or Dependant Child

We/Our/Us means ACE Insurance Limited (Company Number 104656)

BENEFITS

SPECIFIC DEFINITIONS UNDER TRANSPORT ACCIDENT COVER

Cover

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

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

If whilst on a Common Carrier Conveyance Trip You sustain an Injury as a result of riding as a passenger (not as a pilot or crew member) in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled “Benefit Amounts and Covered Limits”.

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

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

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

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

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

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

4. *Loss arising from Exposure*

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

5. *Loss arising from Disappearance*

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

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

6. *Benefit Amounts and Covered Limits*

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

TERMS AND CONDITIONS APPLICABLE TO TRANSPORT ACCIDENT COVER

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

Your:

- (i) Spouse;
- (ii) children, including legally adopted children;
- (iii) parents;
- (iv) brothers and sisters; or
- (v) estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge Us from all obligations under

the cover. Any amount payable to a minor may be paid to the minor's legal guardian. Benefits for all other Losses sustained by You will be paid to You, or in the event of Your accidental death to Your beneficiaries.

EXCESS APPLICABLE TO TRANSPORT ACCIDENT COVER

1. Nil excess

MAKING A CLAIM UNDER AMERICAN EXPRESS PERSONAL CHARGE CARD INSURANCES

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

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

Contact Phone numbers:

Call **0800 656 667** or **+64 9 377 1459**
(during business hours) if:

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

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

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

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

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

Our adoption of the Code

The Code describes standards of good practice and service to be met by general insurance companies. As part of

Our commitment to serving You, We have adopted The Fair Insurance Code. Further information on the Code is available from Us.

Dispute resolution

We have developed an internal dispute resolution procedure in accordance with The Fair Insurance Code. If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days. If Your dispute involves a claim and You are unhappy with Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Insurance and Savings Ombudsman. This external dispute resolution panel can make decisions, which We are obliged to comply with. Further information about the Insurance and Savings Ombudsman is available on request. A brochure describing Our dispute resolution procedures in more detail is available from Us on request.

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.

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