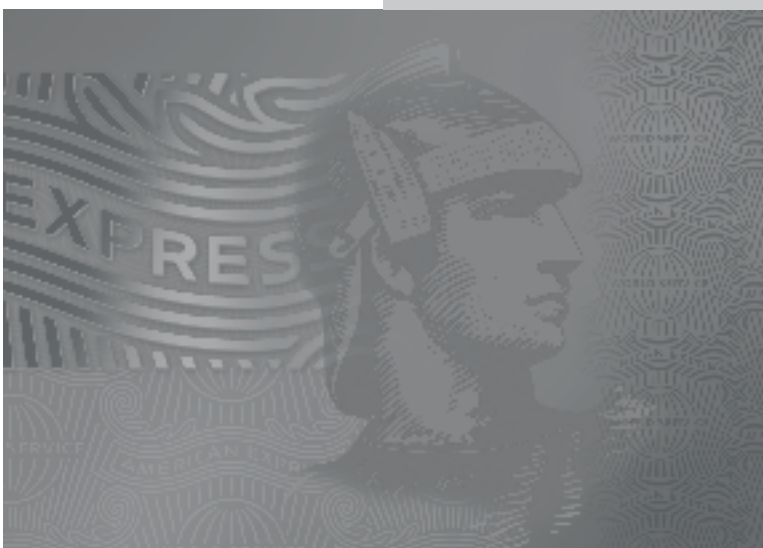


# The Platinum Membership Rewards™ Credit Card

## Worldwide Travel Insurance

Effective from  
1 OCTOBER 2006



THE PLATINUM MEMBERSHIP REWARDS™ CREDIT CARD

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This booklet contains important information about Your access to American Express Platinum Membership Rewards Credit Card Worldwide Travel Insurance and should be read carefully and stored in a safe place.

We recommend that You take this with You when You travel.

Please note that amounts quoted are in New Zealand dollars.

### **Important Information about this Cover**

This document sets out important information about Travel Insurance for American Express Platinum Membership Rewards Credit Card Cardmembers.

Please read this document carefully as it explains 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, Greenlane, Auckland ("American Express") holds a Master Policy (Policy Number AGRG389895, the "Master Policy") with the insurer ACE Insurance Limited, of 345 Queen Street Auckland ("ACE").

Under the Master Policy, You get automatic access to the benefits detailed in this document (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 Platinum Membership Rewards Credit Card 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.

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 this section, 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.

ACE can be contacted as follows:

#### **ACE Insurance Limited**

**Address:** 345 Queen Street, Auckland

**Postal Address:** PO Box 374, Auckland

**Telephone:** 0800 656 667 or +64 9 377 1459

**Facsimile:** 0800 440 709

## 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 Platinum Membership Rewards Credit Card Cardmember until the time access to the benefit terminates (see below), entitled to coverage for:

<b>Benefit</b>	<b>Sum Insured (In New Zealand Dollars) up to:</b>	<b>Summary</b>
Transport Accident Cover	\$800,000 for loss of life	specified benefits arising from Injury that occurs in specified circumstances (see the Transport Accident Cover Part (A) for details)
Travel Inconvenience Cover	Reimbursement of up to \$500 for charges incurred on your American Express Platinum Membership Rewards Credit Card	specified benefits arising from certain events causing travel inconvenience (see the Travel Inconvenience Cover Part (B) for details)
Medical Emergency Expenses Cover	\$2,500,000 (with the exception of \$1,000 limit for emergency dental treatment)	specified benefits arising from certain events that result in a medical emergency (see the Medical Emergency Expenses Cover Part (C) for details)
Additional Expenses Cover (if you suffer a Medical Emergency)	\$10,000 (for any one event where You incur additional expenses)	
Resumption of Journey Cover	Reimbursement of up to the limit of \$5,000	specified benefits arising from certain events causing travel interruption (see the Resumption of Journey Cover Part (D) for details)
Baggage, Money and Documents Cover	\$30,000 in total overall per person in any 365 day period	specific benefits arising from certain events causing loss and/or damage to baggage, money or documents, (see the Baggage, Money and Documents Cover Part (E) for details)

Travel Cancellation Cover	Reimbursement of up to \$30,000 of the non refundable unused portion of travel costs purchased on your American Express Platinum Membership Rewards Credit Card or prepaid by Membership Rewards points	specific benefits arising from certain events causing travel cancellation, (see the Travel Cancellation Cover Part (F) for details)
Personal Liability Cover	\$2,000,000 for damages and costs arising directly or indirectly from one cause	specified benefits arising from certain events causing a liability to pay damages, (see the Personal Liability Cover Part (G) for details)
Rental Vehicle Excess Cover	\$3,000 for one Rental Car Insurance excess	specified benefits arising from certain events causing damage to rental vehicle, (see the Rental Vehicle Excess Cover Part (H) for details)
Special Events Cover	\$5,000	specified benefits arising from certain events causing travel delay, (see the Special Events Cover Part (I) for details)
Accidental Loss of Life Cover	\$10,000 provided to Your estate. Maximum amount of \$1,000 or each dependent child	specified benefits arising from certain events causing accidental loss of life (see the Accidental Loss of Life Cover Part (J) for details)
Card Account Balance Waiver Cover	\$10,000 on the outstanding balance of your American Express Platinum Membership Rewards Credit Card	specified benefits arising from Injury that occurs in specified circumstances (see the Card Account Balance Waiver Cover Part (K) for details)

The table above provides a summary of the cover only. Please refer to each section for a complete list of benefit limits and applicable terms and conditions.

## Termination

Cover will terminate at the earlier of the following:

- cancellation of a member's American Express Platinum Membership Rewards Credit Card; or
- termination of the Master Policy.

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

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 this document.

## Definitions

The following definitions apply to the Transport Accident Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Rental Vehicle Excess Cover, Special Events Cover, Accidental Loss of Life Cover, Card Account Balance Waiver Cover.

**American Express Platinum Membership Rewards Credit Card Cardmember** means the basic holder of a Platinum Membership Rewards Credit Card including Supplementary Cards issued by American Express International (NZ) Inc, billed from New Zealand and in New Zealand Dollars.

**Close Relative** means Spouse, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild provided such person is at the relevant time not more than eighty (80) years of age.

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

**Common Carrier Conveyance Trip** means a trip:

- (i) taken by You between the point of departure and the final destination as shown on Your ticket; and
- (ii) for which the entire fare has been charged to Your American Express Platinum Membership Rewards Credit Card or any Membership Rewards direct ticket redemption prior to any Injury.

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

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

**Emergency Assistance Company** means ACE Assistance.

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

**Pre-Existing Medical Condition** means any medical or mental condition existing prior to Your Trip affecting You or any person without whom Your Trip cannot be taken, including Close Relatives; and/or causing You pain or physical distress or severely restricting Your normal mobility, including (but not limited to):

- (i) a condition for which You are on a waiting list for hospital in-patient Treatment;
- (ii) a condition referred to a medical specialist or the cause of in-patient Treatment within six (6) months prior to Your Trip;
- (iii) pregnancy within eight (8) weeks of the estimated date of delivery;
- (iv) a condition for which a Doctor has provided a terminal prognosis.

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

**Purchase Price** means the amount shown on Your 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.

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

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

- a) that involves the following or preparation for the following:
  - (i) use of, or threat of, force or violence; or
  - (ii) commission of, or threat of, force or violence; or
  - (iii) commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b) when one or both of the following applies:
  - (i) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - (ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Treatment** means surgical or medical procedures, the sole purpose of which is the cure or relief of acute illness or injury, and performed by a Doctor.

**Trip** means a journey commencing with a Common Carrier Conveyance Trip which does not exceed one-hundred and eighty (180) consecutive days or a total of one hundred and eighty three (183) days during each year of Your membership. Each journey must be of

an international nature with the exception of Part (A) Transport Accident Cover and must commence and end in New Zealand. If Your Trip exceeds one hundred and eighty (180) days, You can buy additional cover to insure You for the rest of Your Trip. You do not need to return to New Zealand in this instance.

**You/Your** means any person provided they are an American Express Platinum Membership Rewards Credit Cardmember or their Spouse or Dependent Child.

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

## **Part (A) Transport Accident Cover**

### **Specific Definitions under (A) Transport Accident Cover. Cover**

Cover is provided under this part for the following benefits, subject to all other 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 below 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 public conveyance operated under a licence for the transportation of passengers for hire:

- 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 below 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 the Your ticket) either immediately before or immediately after taking a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 below 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 below 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 below entitled "Benefit Amounts and Covered Limits".

6. *Benefit Amounts and Covered Limits*

<b>Loss type</b>	<b>Benefit Amount (NZD)</b>
Loss of life	800,000
Dismemberment:	
Loss of both hands or both feet	800,000
Loss of one (1) hand and one (1) foot	800,000
Loss of entire sight of both eyes	800,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	400,000
Loss of one (1) hand or one (1) foot	400,000
Loss of the entire sight of one (1) eye	400,000

**Terms and Conditions applicable to Part (A)  
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. 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;
  - a) Spouse;
  - b) children, including legally adopted children;
  - c) parents;
  - d) brothers and sisters; or
  - e) 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.

## **Part (B) Travel Inconvenience Cover**

### **Cover**

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

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

If departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to 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 American Express Platinum Membership Rewards Credit Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to NZD500.

2. *Missed connections*

If Your onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of the incoming flight, We will reimburse You for American Express Platinum Membership Rewards Credit Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to NZD500.

### 3. *Luggage delay*

If Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point (not point of origin) of Your flight, We will reimburse You for American Express Platinum Membership Rewards Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to NZD500.

### 4. *Extended luggage delay*

If Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point (not point of origin) of Your flight, We will reimburse You for American Express Platinum Membership Rewards Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to an additional NZD500.

## **Terms and Conditions applicable to Part (B) Travel Inconvenience Cover**

1. Where the benefits in paragraphs 1, 2, 3 and 4 above are claimed in relation to the same event by more than one (1) person, You can only claim a maximum of double the benefit limits specified.
2. You must retain invoices and/or receipts, verifying that the relevant flight tickets were charged to Your American Express Platinum Membership Rewards Credit Card account.
3. 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.
4. Benefits payable under this part in respect of valid claims will be credited to Your American Express Platinum Membership Rewards Credit Card account.

## **Exclusions under Part (B) Travel Inconvenience Cover**

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

- a) confiscation or requisition by customs or other government authorities;
- b) Your failure to take reasonable measures to save or recover lost luggage; or
- c) Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.

## **Part (C) Medical Emergency Expenses Cover**

### **Specific Definitions under Part (C) 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) or 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 the Emergency Assistance Company. Medical Emergency excludes Pre-Existing Medical Conditions.

**Repatriation/Evacuation** means Your:

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

**Travelling Companion** means a person travelling with You on the Journey.

## Cover

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

### 1. *In the Event of a Medical Emergency*

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

- a) for Your Repatriation/Evacuation if approved by the Emergency Assistance Company's senior medical officer and following consultation with the attending Doctor.
- b) the cost of Treatment to meet Your immediate needs up to a maximum of NZD2,500,000 and up to a maximum of NZD1,000 for emergency dental Treatment.

In the event of a Medical Emergency:

- a) the Emergency Assistance Company may arrange and refer You to physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;
- b) the Emergency Assistance Company may send a registered medical practitioner to You to assess Your medical condition and advance the payment of the Doctor's fees;
- c) the Emergency Assistance Company may organise Your admission to an appropriate hospital and guarantee and advance medical expenses.
- d) We have the option of returning You to New Zealand for treatment if the cost of overseas medical advice and/or additional expenses are likely to exceed the cost of returning You to New Zealand, subject always to medical advice. We also have the option of evacuating You to another country.

### 2. *In the event of Your death*

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

- a) transportation of Your remains to New Zealand; or
- b) cremation and subsequent transportation of Your remains to New Zealand; or
- c) local burial up to NZD15,000.

### 3. *In the event You incur additional expenses*

If while on a Trip, You suffer a Medical Emergency, We will pay the:

- a) reasonable additional hotel accommodation and transport expenses incurred by Your Travelling Companion who remains with or escorts You, until You are able to resume Your Trip or You are able to return to New Zealand, whichever occurs first. This benefit is only payable on the written advice of a Doctor and acceptance by the Emergency Assistance Company;
- b) reasonable additional hotel accommodation and transport expenses incurred by Your next of kin who travels to and remains with You, following Your being hospitalised as an in-patient, until You are able to continue Your Trip or You are able to return to New Zealand, whichever occurs first. This benefit is only payable on the written advice of a Doctor and acceptance by the Emergency Assistance Company and provided You are travelling alone or Your Travelling Companion is unable to remain with You;
- c) reasonable additional hotel accommodation and transport expenses incurred by You and at the same class/level as originally booked, if You are unable to complete the Trip on the written advice of a Doctor. An upgrade of class level can be offered if it is deemed necessary by the treating Doctor and on approval by the Emergency Assistance Company;

We will pay up to a maximum of NZD10,000 for any one (1) Event.

### **In an emergency**

**Contact the Emergency Assistance Company as soon as You have an emergency on +61 9 359 1696 available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year and provide Your American Express Platinum Membership Rewards Credit Card number and as much information as possible. Please provide a telephone or fax number where You can be contacted.**

### **Terms and Conditions applicable to Part (C) Medical Emergency Expenses Cover**

1. You must be under eighty (80) years of age at the commencement of Your Trip.
2. We will not pay medical costs over NZD1,500 without prior authorisation. You must contact the Emergency Assistance Company as soon as a claim or potential claim arises. You must contact the Emergency

Assistance Company before incurring expenses or as soon as physically possible, to obtain prior authorisation or this will jeopardise Your claim.

3. You must take all reasonable steps to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit Us any reasonable examination into cause and extent of loss and/or damage.
5. We are not liable for payment and/or service, if You brought about the loss intentionally or through gross negligence or You attempt to deceive Us.
6. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under embargo by The United Nations.
8. This cover is supplementary and is not a substitute for other insurance, which also covers these benefits. This also applies to insurance policies that state that their coverage is subsidiary to others. We will only pay amounts to the extent that they have not been paid by other insurance. You have the choice of which insurer to contact. By contacting the Emergency Assistance Company, You agree to inform them of any other insurance coverage and seek reimbursement from the other insurer(s) and/or state benefit provider. We only pay in respect of costs relating to travel emergencies. In order for the Emergency Assistance Company to evaluate the facts of a medical situation You must release Your treating physician from their doctor/patient confidentiality.

### **Exclusions under Part (C) Medical Emergency Expenses Cover**

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

1. Pre-Existing Medical Conditions;
2. The first NZD100 of each and every event;
3. Participation in Special Sports, extreme sports where special equipment, training and preparation are required;
4. You engaging in Manual Work;
5. Costs related to existing dentures, crowns and orthodontics;

6. Any costs You incur outside New Zealand after the date the Emergency Assistance Company tells You, You should return to New Zealand;
7. Cost of Treatment performed by Close Relatives;
8. Coffins and/or urns in excess of those which meet international airline standards for transportation of mortal remains;
9. Sexually transmitted diseases;
10. 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;
11. Any costs incurred in New Zealand other than those incurred with Our approval under 1 d) above;
12. Claims arising from a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless the Emergency Assistance Company's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

## **Part (D) Resumption of Journey Cover**

### **Cover**

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

#### *1. Resumption of Journey Cover*

In the event that You have to interrupt Your Trip and return to New Zealand immediately following the death, imminent death, serious accident or acute illness of a Close Relative and then resume Your Trip, We will pay for reasonable expenses incurred. We will reimburse You for the costs of an economy air ticket to New Zealand and an economy air ticket to return You to the overseas location where You were to be at that time (as stated in Your original itinerary) up to the limit of NZD5,000.

### **Terms and Conditions applicable to Part (D) Resumption of Journey Cover**

We will only pay if:

1. You resume Your Trip within thirty (30) days of returning to New Zealand;
2. The Trip had not ended before Your return and there is at least a fortnight (or twenty-five percent (25%) of the time) of the Trip remaining (whichever is greater);

3. the death, imminent death, serious accident or acute illness of a Close Relative occurred after You booked the Trip; and
4. the claim is not excluded elsewhere. However, if the exclusion is due to Your Close Relative's Pre-Existing Medical Condition, We will pay benefits provided that before the Trip was commenced a Doctor had not declared Your Close Relative as being terminally ill.

## **Part (E) Baggage, Money and Documents Cover**

### **Specific Definitions under Part (E) Baggage, Money and Documents Cover**

**Money and Documents** means currency; travellers cheques; hotel and other redeemable holiday vouchers; petrol coupons; travel tickets; passports; visas; driving licenses; plus the wallet, purse or similar article in which these are carried, when;

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

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

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

**Secure Area** means the locked dashboard; glove compartment; boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or estate provided all items are out of sight; the fixed storage units of a motorised or towed caravan or a locked luggage box locked to a roof rack locked to the vehicle.

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

## Cover

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

### 1. *Baggage, Money and Documents Cover*

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

- a) NZD30,000 in total overall per person in any three hundred and sixty-five (365) day period;
- b) NZD2,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables (except for mobile phones and laptops);
- c) NZD500 for money and documents;
- d) NZD1,000 for any mobile phone;
- e) NZD5,000 for any one (1) laptop.

### **Terms and Conditions applicable to Part (E) Baggage, Money and Documents Cover**

1. We will, at Our option, 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. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
4. You will need to transfer to Us, on Our request and at Your expense, any damaged item, and assign the legal rights to recover from the party responsible up to the amount We have paid.
5. You must take sufficient precautions to secure the safety of all items, and must not leave them unsecured or unattended or outside Your reach at any time in a place to which the public have access.
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 and violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - c) evidence of such entry is available.
7. 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.

8. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of receiving Your Personal Baggage.
9. No claim will be paid for points 7 or 8 unless You supply written evidence as required confirming the incident occurred during the Trip.
10. You must supply all Your original invoices, receipts and reports to Us ensuring You keep a copy of the documents sent.

### **Exclusions applicable to Part (E) Baggage, Money and Documents Cover**

Cover does not extend to the following:

1. The first NZD100 of each and every person, except for laptop computers where it is the first NZD250 of each and every person;
2. Valuables in check-in baggage are not covered;
3. Items loaned, hired or entrusted to You;
4. Loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area;
5. Theft, damage or destruction of Valuables from an unattended motor vehicle or from checked-in baggage;
6. Electrical or mechanical breakdown of the item;
7. Wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning;
8. Confiscation or destruction by order of any government or public authority;
9. Animals; antiques and historical artefacts; boats, canoes and their ancillary equipment; bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents; business goods or specialised equipment relating to a trade or profession; china; contact or corneal lenses; dentures; glass; hearing aids; keys; musical instruments; motor vehicles or accessories; pedal cycles; pictures; photos;
10. Damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle in which such items are being carried;

11. In respect of a Pair or Set of items where We will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed;
12. Damage to sports gear and activity equipment while in use;
13. In respect of Money and Documents:
  - a) shortages, errors, omissions, depreciation in value or
  - b) claims from hotel rooms while occupied by You unless evidence is available of the forcible and violent means used by an unauthorised person to gain entry to the room.

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

### **Specific Definitions under Part (F) Travel Cancellation Cover**

Travel Disruption means the necessary and unavoidable cancellation or curtailment of a Trip due to:

1. the unforeseeable death, Injury or illness of Your travelling companion, Close Relative or business partner in New Zealand; or
2. any other unforeseen circumstances outside Your control.

### **Cover**

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

1. *In the event of Travel Disruption where the travel costs are purchased using Your American Express Platinum Membership Rewards Credit Card.*

In the event of Travel Disruption, We will pay the non-refundable unused portion of all travel costs prepaid in advance including a travel agent's cancellation fee.

We will pay:

- a) for the travel agent's cancellation fee, being up to 15% of the refundable amount of the cancelled travel arrangements up to a maximum of NZD750;
  - b) in total up to a maximum of NZD30,000.
2. *In the event of Travel Disruption where the travel costs (or part thereof) are purchased using Membership Rewards points.*

If You use Membership Rewards points to pre-pay travel costs in respect of a Trip, and the Trip is subsequently cancelled or curtailed due to Travel Disruption and the loss of such points cannot be recovered from any other source, We will reimburse the non refundable unused portion of such travel costs, in Membership Rewards points subject to the maximum limits:

- a) for the travel agent's cancellation fee, being up to 15% of the refundable amount of the cancelled travel arrangements up to a maximum of NZD750;
- b) in total up to a maximum of NZD30,000.

### **Exclusions applicable to Part (F) Travel Cancellation Cover**

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

1. Pre-Existing Medical Conditions.
2. The first NZD100 of each and every event.
3. Transport Provider delays or rescheduling other than when caused by strikes which were not known or foreseen at time of booking.
4. You or any other person deciding not to continue Your Journey or You change Your plans.
5. Your financial circumstances or any contractual or business obligation.
6. The failure of Your travel agent to pass on monies to operators or to deliver promised services.
7. A request by Your Relative or employer to cancel unless You are a member of the New Zealand Armed Services or Police Force and Your leave is revoked.
8. 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.
9. Any government regulation, prohibition or restriction.
10. The death, injury, sickness or disease of any person living outside New Zealand.

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

### **Cover**

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

### 1. *Personal Liability Cover*

If during Your Trip, You become liable to pay damages for Injury to any person, or accidental loss or damage to property, We will pay costs up to NZD2,000,000:

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

We will only pay NZD2,000,000 for damages or costs arising directly or indirectly from one (1) cause.

### **Terms and Conditions applicable to (G) Personal Liability Cover**

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

### **Exclusions under Part (G) Personal Liability Cover**

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

1. Injury to any person who is a member of Your family or under a contract of service or apprenticeship with You.
2. Loss of or damage to anything belonging to, or in the care custody or control of You, a member of Your family, or under a contract of service or apprenticeship with You, other than buildings and their contents temporarily occupied by You during a Trip.
3. Liability You incur under a contract or agreement which would not have existed in law in the absence of such contract or agreement.
4. Injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - a) mechanically propelled vehicles, aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
  - b) firearms;

- c) animals (other than horses and domestic cats and dogs).
5. Injury or loss of or damage to material property arising directly or indirectly in connection with:
    - a) the ownership possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
    - b) the carrying on of any trade, business or profession.
  6. Liability arising directly or indirectly from Special Sports and abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; horse riding; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; 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 other tourists will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

## **Part (H) Rental Vehicle Excess**

### **Specific Definitions under Part (H) Rental Vehicle Excess**

**Rental Car** means a rented sedan, campervan, hatchback or station wagon rented from a licensed motor vehicle rental company.

### **Cover**

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

#### *1. Rental Vehicle Excess Cover*

If You become liable to pay a Rental Car insurance excess as a result of a collision involving, or theft of, a Rental Car whilst in Your control, We will pay You up to NZD3,000 for one (1) such excess.

### **Terms and Conditions applicable to Part (H) Rental Vehicle Excess Cover**

As a part of the Rental Car arrangement, You must have

accepted the compulsory motor insurance provided by the Rental Car organisation against loss or damage to the Rental Car during the rental period.

### **Exclusions under Part (H) Rental Vehicle Excess Cover**

Any collision or theft arising from the operation of a Rental Car in violation of the terms of the rental agreement is not covered.

## **Part (I) Special Events Cover**

### **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.

#### *1. Special Events Cover*

If Your Trip is delayed due to an unforeseeable circumstance outside Your control, resulting in You being unable to arrive in time to attend a wedding, funeral, pre-paid conference, 25th or 50th wedding anniversary or sporting event, which cannot be delayed due to Your late arrival, We will pay You for the reasonable additional cost of using alternative public transport to arrive at Your destination on time up to NZD5,000.

## **Part (J) Accidental Loss of Life Cover**

### **Specific Definitions under Part (J) Accidental Loss of Life Cover**

**Accidental Loss of Life** means death occurring as a result of an Accidental Injury and includes Disappearance.

**Accidental Injury** means a bodily injury resulting from an accident and which is not an illness and which:

1. is caused by violent external and visible means; and
2. results within twelve (12) months of the accident; and
3. includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
4. may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

**Disappearance** means if Your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which You were travelling on that date, We will presume You have died as a result of an Accidental Injury.

### **Cover**

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

1. *In the event of Accidental Loss of Life*

If You suffer an Accidental Injury that results in Your Accidental Loss of Life, We will pay Your estate NZD10,000 provided Your Accidental Loss of Life occurs within one (1) year of the Accidental Injury. The maximum amount We will pay in respect of Dependent Children is NZD1,000 each.

### **Terms and Conditions applicable to Part (J) Accidental Loss of Life Cover**

1. You must obtain and follow advice and treatment given by a Doctor as soon as possible after suffering an Accidental Injury.

## **Part (K) Card Account Balance Waiver Cover**

### **Cover**

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

1. *Payment of the outstanding balance of Your American Express Platinum Membership Rewards Credit Card*

If You suffer a Loss under Part (A) -Transport Accident Cover and a claim is accepted by Us, then in addition to the benefit payable under Part (A), We will also pay the outstanding balance of Your American Express Platinum Membership Rewards Credit Card account as at the time of the accident (including American Express Platinum Membership Rewards Credit Card charges incurred prior to the accident and not yet billed) up to NZD10,000.

### **Exclusions under Part (K) – Card Account Balance Waiver Cover**

1. We will not pay any amounts identified on Your American Express Platinum Membership Rewards

Credit Card account monthly statement issued prior to the accident which are more than ninety (90) days overdue for payment.

## **Making a claim under the American Express Platinum Membership Rewards Credit Card Insurances**

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

Please first read the relevant section of the specific 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:**

If You are overseas, call the Emergency Assistance Company on + 64 9 359 1696 (reverse charges) in the event of:

- A Medical Emergency;
- A Non-Medical Emergency (eg. lost travel documents, lost luggage, a General Practitioner (GP) visit or replacement prescription);
- For general Travel Assistance (eg. translation or interpretation service, guidance to nearest ATM);
- For a Claim Form (this can be emailed to You).

The Emergency Assistance Company is available 24 hours a day, 7 days a week.

If You are in New Zealand, call 0800 656 667 (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, and 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.

## **General Terms and Conditions Applicable to Parts (A), (B), (C), (D), (E), (F), (G), (H) (I), (J) AND (K).**

### **1. General Exclusions**

We will not cover loss under parts (A), (B), (C), (D), (E), (F), (G), (H) ,(I), (J) AND (K) of this document caused or contributed by:

- a) Alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal driving limit;
- b) Intentionally self-inflicted injury, suicide, self-destruction or any attempt thereat while sane;
- c) Travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
- d) 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;
- e) Service in the military, naval or air service of any country;
- f) Participation in any military, police or fire-fighting activity;
- g) Activities undertaken as an operator or crew member of any conveyance;
- h) Flying in military aircraft or any aircraft which requires special permits or waivers;
- i) Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries;
- j) Directly or indirectly, the 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;

- k) Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor;
- l) Taking of alcohol in combination with any drug or medication;
- m) An act of Terrorism except when such event occurs under the cover in Part (A) Transport Accident Cover of this document;
- n) Any condition that results in a fear of flying or travel related phobias.

## **2. The Fair Insurance Code**

### *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 wants to ensure that Our policyholders are confident that any information collected by Us is treated with the appropriate degree of confidentiality and privacy.

### *Privacy Commitment*

The following points explain why We collect and how We use Your information: Full details of ACE's Privacy Policy are available on request.

- **Collection of Your personal information:**  
We collect only relevant information necessary to provide competitive insurance products and services.
- **How We use Your personal information:**  
We use the information to provide insurance products and services and to issue and administer insurance policies.
- **Disclosure of Your information:**  
We limit the release of personal information. We will not sell customer information to telemarketing companies. We will share information only when necessary to market and administer Our own insurance products and services and when required by law.
- **Your information is protected:**  
We maintain strong security controls to ensure that the personal information in Our files and computers is protected.
- **Your medical information is confidential:**  
We will not use or share, internally or with any third parties, medical information for any purpose other than insurance underwriting or administration of a customer's policy or claim, as required by law or as authorised by You.
- **We require strict privacy protections in our business relationships:**  
We only engage in ventures with strategic partners that follow strict confidentiality requirements.

*How to access, correct or update Your information*

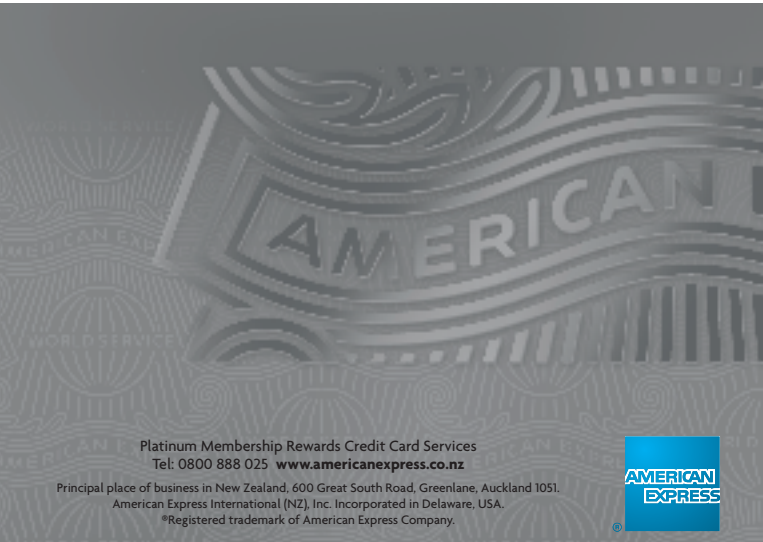
You will always have access to any personal information about You that We hold. Should You wish to be provided with a copy of this information please contact Our Customer Relations Team on 0800 656 667.

Your request will be actioned within fifteen (15) working days and copies of the information will be posted to Your current address. If You wish to correct any of the information please contact Our Customer Relations Team on 0800 656 667 or e-mail [customer.relations@ace-ina.com](mailto:customer.relations@ace-ina.com)

We will provide any information We hold, provided it is not the subject of a claim or legal proceedings or the request is frivolous or vexatious.

Should You be unhappy about Our treatment of Your personal information, please write to Customer Relations (ACE Insurance Limited, PO Box 374, Auckland) clearly setting out the nature of Your concern and Our Privacy Disputes Panel will respond within fifteen (15) working days.

## Notes



Platinum Membership Rewards Credit Card Services  
Tel: 0800 888 025 [www.americanexpress.co.nz](http://www.americanexpress.co.nz)

Principal place of business in New Zealand, 600 Great South Road, Greenlane, Auckland 1051.  
American Express International (NZ), Inc. Incorporated in Delaware, USA.

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