

TERMS AND CONDITIONS

AMERICAN EXPRESS®

GOLD CHARGE™ CARD INSURANCES

Cover is effective from 25 January 2021



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American Express Gold Charge Card Insurances

Policy Number: 09NACGOLD5

Cover is effective from 25 January 2021.

These Terms and Conditions were prepared on 1 December 2020.

This booklet contains important information about Your American Express Gold Charge 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 Gold Charge Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call Chubb Assistance on 1800 236 023 and Our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars.

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 Gold Charge Card Account. See the table below for details about when You are eligible for cover:

| |
|---|
| ACTIVATION OF TRANSPORT ACCIDENT COVER: |
| Cover is effective when You pay the full fare for a Trip on the American Express Gold Charge Card Account or with American Express Membership Rewards points. |
| ACTIVATION OF TRAVEL INSURANCE COVER: |
| Cover is effective for each Trip only when You pay the full return fare for a return Trip on: (a) Your American Express Gold Charge Card; or (b) using American Express Membership Rewards points. The Trip must be a return Trip and commence and end in Australia. Cover is not activated until a return ticket has been purchased. Important: One-way Trips are not covered. |
| ACTIVATION OF PURCHASE PROTECTION COVER: |
| Cover is effective when You purchase Eligible Items on the American Express Gold Charge Card Account. |
| ACTIVATION OF REFUND PROTECTION COVER: |
| Cover is effective when You purchase Eligible Items on the American Express Gold Charge Card Account in Australia. |
| ACTIVATION OF BUYER'S ADVANTAGE COVER: |
| Cover is effective when you purchase Eligible Products on the American Express Gold Charge Card Account. |

Important: Additional Card Members are not covered for Travel Insurance benefits (see table below). If You are an Additional Card Member or an Additional Card Member is travelling with You on a Trip, You should consider whether these benefits provide adequate cover. The Additional 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 | Additional Card Member |
|----------------------------------|---|---------------------|------------------------|
| TRANSPORT ACCIDENT COVER | | | |
| A | Transport Accident Cover | ✓ | ✓ |
| TRAVEL INSURANCE COVER | | | |
| B | Travel Inconvenience Cover | ✓ | No Cover |
| C | Medical Emergency Expenses Cover (For 24-hour medical and travel emergency assistance call Chubb Assistance on +61 29335 3492) | ✓ | No Cover |
| D | Baggage, Money and Documents Cover | ✓ | No Cover |
| E | Travel Cancellation Cover | ✓ | No Cover |
| F | Personal Liability Cover | ✓ | No Cover |
| PURCHASE PROTECTION COVER | | | |
| G | Purchase Protection Cover | ✓ | ✓ |
| REFUND PROTECTION COVER | | | |
| H | Refund Protection Cover | ✓ | ✓ |
| BUYER'S ADVANTAGE COVER | | | |
| I | Buyer's Advantage cover | ✓ | ✓ |

FOR MEDICAL AND TRAVEL EMERGENCIES, 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: Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000 Australia

Postal Address: GPO Box 4065, SYDNEY NSW 2001

Telephone: 1800 236 023

Overseas Telephone: +61 2 9335 3492

Facsimile: +61 2 9335 3467

Email: CardmemberServices.ANZ@Chubb.com

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 |
|----------------------------------|------------------------------------|--|------|
| TRANSPORT ACCIDENT COVER | | | |
| A | Transport Accident Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • Loss arising while riding as a passenger on, or transport to/from a Common Carrier Conveyance • Loss arising while in a departure or destination terminal • Loss arising from exposure and disappearance. | 7 |
| TRAVEL INSURANCE COVER | | | |
| B | Travel Inconvenience Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • delayed flight departure, flight cancellation, denied flight boarding, missed flight connections • luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight. | 8 |
| C | Medical Emergency Expenses Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency. <p>Excess: \$250 per claim</p> <p>In an emergency: Contact Chubb Assistance as soon as You have an emergency on +61 2 9335 3492 and provide Your American Express Gold Charge Card Account number and as much information as possible. Please provide a telephone or fax number where You can be contacted.</p> <p>We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance.</p> | 9 |
| D | Baggage, Money and Documents Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during Your Trip. <p>Excess: \$100 per person, per claim, except for laptop computers where policy excess will be \$250 per person, per claim.</p> | 11 |
| E | Travel Cancellation Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • non-refundable deposits, pre-paid excursion costs and unused travel and accommodation costs You have paid where You have had to cancel a Trip for certain reasons. <p>Excess: \$250 per claim.</p> | 13 |
| F | Personal Liability Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • Your liability for damages for injury to any person or damage or accidental loss to property. | 14 |
| PURCHASE PROTECTION COVER | | | |
| G | Purchase Protection Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • loss, theft or damage to an Eligible Item within 90 days of purchase. <p>Excess: \$50 per claim.</p> | 15 |
| REFUND PROTECTION COVER | | | |
| H | Refund Protection Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • the Purchase Price of an unused Eligible Item if You try to return it to the Retailer within 90 days of the purchase and the Retailer will not take it back. | 16 |
| BUYER'S ADVANTAGE COVER | | | |
| I | Buyer's Advantage Cover | <p>Cover for:</p> <ul style="list-style-type: none"> • the breakdown or defect of Eligible Products during the Buyer's Advantage Period. | 16 |

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 18 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
 - 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 Your American Express Gold Charge 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 americanexpress.com.au/goldcard

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.

3. IMPORTANT INFORMATION ABOUT THIS COVER

These Terms and Conditions set out important information about Transport Accident Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Purchase Protection Cover, Refund Protection Cover, and Buyer's Advantage Cover.

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

AELL holds a Master Policy (Chubb reference number 09NACGOLD5, the "Master Policy"), with Chubb.

Under the Master Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the relevant 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.

Access to this insurance is provided to You solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth). You are not a contracting insured (eg, You cannot vary or cancel the cover – only AELL can do this) and You do not enter into any agreement with Us. AELL 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 AELL nor any of its related corporations are Authorised Representatives (under the *Corporations Act 2001* (Cth)) of Chubb or any of its related companies.

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

No advice is provided by Chubb on whether this insurance is appropriate for Your needs, financial situation or objectives. You should read these Terms and Conditions carefully and contact Chubb if assistance is required.

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 credit 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 americanexpress.com.au/goldcard. Chubb will issue a new document or a supplementary document to AEII, to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

4. DEFINITIONS

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

Chubb means Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) of Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000 Australia, the insurer of the Master Policy held by AEII.

Chubb Assistance means the service provider acting on behalf of Chubb to provide emergency medical and travel assistance.

AEII means American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) of 12 Shelley Street, Sydney NSW 2000, the Master Policy holder.

American Express Australia means American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000.

American Express Gold Charge Card Account means an American Express Gold Charge Card account issued by American Express Australia, billed from Australia and in Australian dollars.

Additional Card Member means:

1. a person who has been issued a supplementary or Additional card on an American Express Gold Charge Card Account, and may previously have been referred to as a Supplementary Card Member; and
2. their husband, wife, fiancé(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-two (22) years of age or less and wholly dependent on them for financial support.

Please note: Additional Cards are referred to as Supplementary Cards in some Terms and Conditions and marketing materials.

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) for which the entire fare has been charged to Your American Express Gold Charge Card Account (or equivalent in American Express Membership Rewards points).

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

Domestic Return Trip means:

1. a return trip that is more than 150 km from Your place of residence and is within Australia; and
2. for which the full return fare has been charged to Your American Express Gold Charge Card Account (or equivalent in American Express Membership Rewards points).

Eligible Item means an item:

1. that is purchased solely for personal use; and
2. that is new and has not been used; and
3. the cost of which has been charged to an American Express Gold Charge Card Account.

Injury means bodily injury which:

1. 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
2. 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 Return Trip means:

1. a return trip anywhere outside Australia; and
2. which commences and ends in Australia; and
3. for which the full return fare has been charged to Your American Express Gold Charge Card Account (or equivalent in American Express Membership Rewards points).

Loss means loss of life, or:

1. complete and permanent severance of a foot at or above the ankle joint;
2. complete and permanent severance of a hand at or above the wrist;
3. 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:

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

Pre-existing Medical Condition means:

1. 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
2. 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
3. any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

Primary Card Member means:

1. the person who applied for the American Express Gold Charge Card Account and who is issued an American Express Gold Charge Card Account as the primary account holder; and
2. their husband, wife, fiancé(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-two (22) years of age or less and wholly dependent on them for financial support.

Primary Card Member does not include an Additional 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 Your American Express Gold Charge 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; 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 tourist 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.

Specially Designated List means names of a person, entities, groups, corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

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 (1) 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 a Domestic Return Trip or International Return Trip, commencing and ending in Australia, and ceasing the earlier of:

1. when You return to Your usual place of residence within Australia;
2. when Your Trip exceeds sixty-two (62) consecutive days; or
3. when you have travelled a total of one hundred and twenty (120) days during each year of Your American Express Gold Charge Card Account membership.

You/Your means:

1. a Primary Card Member; and
2. in respect of the following benefit sections only, a Primary Card Member and an Additional Card Member:
 - A – Transport Accident Cover;
 - G – Purchase Protection Cover;
 - H – Refund Protection Cover;
 - I – Buyer's Advantage Cover.

We/Our/Us means Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687).

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

| Loss type | Benefit Amount (AUD) |
|--|----------------------|
| Loss of life | 300,000 |
| <i>Dismemberment:</i> | |
| Loss of both hands or both feet | 300,000 |
| Loss of one (1) hand and one (1) foot | 300,000 |
| Loss of entire sight of both eyes | 300,000 |
| Loss of entire sight of one (1) eye and one (1) hand or one (1) foot | 300,000 |
| Loss of one (1) hand or one (1) foot | 150,000 |
| Loss of the entire sight of one (1) eye | 150,000 |

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 entitled to make a claim under the insurance cover provided by Us under another American Express Australia 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 Australian dollars to You, or in the case of Your Loss of life, to Your estate.

SECTION (B) TRAVEL INCONVENIENCE COVER

Cover

Additional 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 Gold Charge 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 \$200.

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 \$200.

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 \$500 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 \$500 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 Gold Charge 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.

Exclusions under Travel Inconvenience Cover

Cover does not extend to any loss caused 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 Australia.

SECTION (C) 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 Australia and is deemed necessary by a Doctor and Chubb Assistance. Medical Emergency excludes Pre-Existing Medical Conditions.

Repatriation/Evacuation means Your:

1. transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
2. 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
3. repatriation directly to Australia when recommended by Chubb Assistance's senior medical officer; or
4. return to Australia 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

Additional Card Members are not entitled to cover under this section.

Cover is provided under this part for 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 \$2,500,000 (except in the event You are accidentally caught up in an act of Terrorism, where all costs of Treatment and Repatriation/Evacuation will be limited to \$1,000,000 in total).
- (c) emergency dental Treatment up to a maximum of \$1,000.
- (d) Reasonable extra accommodation costs (room-only) up to \$150 per night for a maximum of ten (10) nights for You and any person who stays or travels with You based on medical advice to extend Your stay as agreed by Chubb Assistance.
- (e) 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 \$150 per night for a maximum of ten (10) nights as agreed by Chubb Assistance.

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 Australia; or
- (b) cremation and subsequent transportation of Your remains to Australia; 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 Gold Charge Card Account number and as much information as possible. Please provide 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 You 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.

8. We will pay expenses associated with a Medical Emergency occurring within the territorial waters of Australia only provided:
 - (a) no payment is incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the *Health Insurance Act 1973* (Cth); and
 - (b) no payment is incurred which would result in Us contravening the *Health Insurance Act 1973* (Cth) or the *Private Health Insurance Act 2007* (Cth) or any succeeding legislation to those Acts.

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 Australia after the date Chubb Assistance confirms that You should return to Australia.
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. any costs incurred in Australia.
11. claims arising from 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.
12. Costs relating to an act of Terrorism where the Trip has been booked or commenced following a travel advisory warning being issued for the destination You planned to travel to. For the avoidance of doubt, this means any travel advisory warning issued by the department of Foreign Affairs and Trade (DFAT) where the level of advice is Reconsider Your need to Travel or Do Not Travel for the destination. Visit <https://smartraveller.gov.au>.

Excess applicable to Medical Emergency Expenses Cover

\$250 per claim.

SECTION (D) 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, traveller's 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, and external computer devices (including all printers, modems, external hard drives and similar).

Cover

Additional 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, or destroyed, lost or stolen and not recovered, We will reimburse You up to:

1. \$10,000 in total overall in any one (1) three hundred and sixty-five (365) day period;
2. \$1,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
3. \$500 for Money and Documents;
4. \$250 for any Mobile Phone;
5. \$2,500 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 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. 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 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 or from checked in baggage.
4. electrical or mechanical breakdown of items.
5. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. confiscation or destruction by order of any government or public authority.
7. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. damage to sports gear and activity equipment while in use.
9. 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.
10. shortages, errors, omissions, depreciation in value in respect of Money and Documents.

11. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room.
12. 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

\$100 per person, per claim, except for laptop computers where policy excess will be \$250 per person, per claim.

SECTION (E) 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 Australia following burglary, or local major damage such as flood at Your home or place of business in Australia.
- (f) a delay of more than 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

Additional 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.

1. 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 \$3,000;
- (f) up to \$10,000 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 \$10,000.

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 Australian 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.
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 Gold Charge Card.
16. the death, injury, or disabling injury, sickness or disease of any person living outside Australia.

Excess applicable to Travel Cancellation Cover

\$250 per claim.

SECTION (F) PERSONAL LIABILITY COVER

Cover

Additional 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 \$1,000,000 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 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 (G) PURCHASE PROTECTION COVER

Specific Definitions under Purchase Protection Cover

Pair or Set means a number of Eligible Items used together, 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 reimburse You the replacement amount not exceeding the purchase price of the Eligible Item.

We will pay You up to:

- (a) \$20,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) \$2,500 per event.

Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your American Express Gold Charge Card Account, then We will only pay such percentage of the purchase price that was paid with Your American Express Gold Charge 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 Gold Charge 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 and a written report 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, traveller's 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 (H) REFUND PROTECTION COVER

Specific Definitions under Refund Protection Cover

Retailer means a business operating in Australia with premises at an Australian address, from where the Eligible Item was purchased.

Cover

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

Refund protection of unused Eligible Items

If, within ninety (90) days of the date of purchase, You try to return an unused Eligible Item to the Retailer and the Retailer will not take it back, You can return it to Us and We will reimburse You with an amount not exceeding the original Purchase Price.

We will pay:

- (a) up to \$500 per Eligible Item; and
- (b) no more than \$2,000 in any three hundred and sixty-five (365) day period.

Terms and Conditions applicable to Refund Protection Cover

In the event of a claim You must provide to Us copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express Gold Charge Card Account. Upon request, You must also provide Us with the unused Eligible Item or receipt as proof of mailing/shipping.

Exclusions under Refund Protection Cover

Cover does not extend to:

1. Eligible Items that are faulty.
2. Eligible Items with a Purchase Price of \$50 or less.
3. Eligible Items purchased from the Retailer that has an established return policy which provides the same or better benefit than this benefit.
4. Eligible Items that can be returned to the Retailer in accordance with the rights provided by existing legislation.
5. jewellery; precious stones; rare and precious coins or stamps; one of a kind items including antiques, artwork and furs, cash or its equivalents, travellers' cheques, tickets or negotiable instruments; services, including services ancillary to Eligible Items; PDAs, Mobile Phones or their accessories, recorded media (including but not limited to CDs, DVDs, computer software, video and audio tapes); books; animals and living plants; consumable and perishable goods; healthcare items; used or rebuilt and refurbished items; closing down sale items; motorised vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

Excess applicable to Refund Protection Cover

Nil.

SECTION (I) 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 Gold Charge Card Account;
2. is purchased new (ie, it must not have been used in any way at 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 \$10,000 (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 moveable 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 is applicable within Australia to the Eligible Product.

Cover

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

Cover is open to all Australian enrolled American Express Gold Charge Card Account members.

You will receive cover for the breakdown or defect of Eligible Product(s) purchased by You using Your American Express Gold Charge 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 Gold Charge Card Account; and

the maximum amount We will pay for all claims by You in any twelve (12) month period is \$10,000 (including GST).

You must keep a copy of the Original Warranty, the sales receipt and American Express Gold Charge Card Account statement showing purchases of any Eligible Product(s) as You will 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 to protect and maintain an Eligible Product against loss or damage or to mitigate any loss or damage to the 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 Gold Charge 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.

6. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS A – I 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. any Trip that is longer than sixty-two (62) consecutive days;
3. when you have travelled in excess of one hundred and twenty (120) days during Your American Express Gold Charge Card Membership year;
4. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
5. Your intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof.
6. travel into hazardous work sites (e.g. underwater, mines, construction sites, oil rigs, etc.).
7. any loss or expense with respect to Cuba for US Citizens and others under US jurisdiction or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.
8. 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.
9. service in the military, naval or air service of any country.
10. participation in any military, police or fire-fighting activity.
11. activities undertaken as an operator or crew member of any conveyance.
12. flying in military aircraft or any aircraft which requires special permits or waivers.
13. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
14. 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.
15. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
16. taking of alcohol in combination with any drug or medication.
17. 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.

18. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover or (C) Medical Emergency Cover of these Terms and Conditions.
19. 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 into by You, either before or after You have access under this cover:
 - (a) insurance that you are required to effect under Australian 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; or
 - (l) comprehensive motor vehicle insurance; and
 - (m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

7. HOW TO MAKE A CLAIM

When making a claim You must:

1. supply Your American Express Gold Charge Card Account Number.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
3. 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.
4. disclose to Us 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, call Chubb Assistance on +61 2 9335 3492.
2. To make a claim, please submit a written notice of a claim to The Claims Department, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, or by facsimile on +61 2 9335 3467, within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.

5. 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.
6. 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.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

8. 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 obtain a copy of Our procedures, please contact Us on 1800 815 675 or email Complaints.AU@chubb.com. To assist Chubb with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information 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 at:

The Complaints Officer
Chubb Insurance Australia Limited
Postal address: GPO Box 4907 Sydney NSW 2001
Telephone: 1800 815 675
Facsimile: (+61 2) 9335 3467
Email: Complaints.AU@chubb.com

We will respond to Your complaint within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be treated as a dispute and referred to Chubb's dispute resolution team at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
Postal address: GPO Box 4907 Sydney NSW 2001
Telephone: (+61 2) 9335 3200
Facsimile: (+61 2) 9335 3467
Email: DisputeResolution.AU@chubb.com

We will respond to Your dispute within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 3 – External Dispute Resolution

If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may refer the matter to the Australian Financial Complaints Authority (AFCA) for review. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its Rules and its contact details are:

Australian Financial Complaints Authority
Postal address: GPO Box 3, Melbourne VIC 3001
Telephone: 1800 931 678
Facsimile: (+61 3) 9613 6399
E-mail: info@afca.org.au
Web: www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

9. PRIVACY

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies, (such as the regional head offices of Chubb located in Singapore, UK or USA) or third parties with whom we, or those other Chubb Group entities, have sub-contracted to provide a specific service for us and these may be outside of Australia. In particular, certain business process functions of Chubb are performed by a dedicated servicing unit located in the Philippines. Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1998* (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

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 the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@Chubb.com.

10. GENERAL INSURANCE CODE OF PRACTICE

Chubb is a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that Chubb will uphold in respect of the products and services that We provide. Further information about the code is available at codeofpractice.com.au and on request.

11. FINANCIAL CLAIMS SCHEME AND COMPENSATION ARRANGEMENTS

We are an insurance company authorised under the *Insurance Act 1973* (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at apra.gov.au and the APRA hotline on 1300 55 88 49; and
- We are exempted by the *Corporations Act 2001* from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.



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