

David Jones Storecard  
and David Jones  
American Express Card  
Member Agreement,  
Financial Services Guide  
and Purchase Protection

Terms and Conditions

Issued June 2019

DAVID JONES

AMERICAN  
EXPRESS

# DAVID JONES STORECARD AND DAVID JONES AMERICAN EXPRESS CARD MEMBER AGREEMENT

ISSUED JUNE 2019

PHONE 1300 36 89 89

## Introduction

The credit provider under the David Jones Storecard and David Jones American Express Card Member Agreement is American Express Australia Limited ABN 92 108 952 085, Australian Credit Licence No. 291313. American Express provides credit to approved applicants under an arrangement with David Jones.

This document, along with the Financial Table, make up the agreement for your David Jones Storecard and/or David Jones American Express Card account with us (called your account). It replaces any previous agreement provided to you for your account. Your use of your account is governed by this agreement.

You and your mean the person who applied for this account, but does not include an Additional Card Member.

We, us and our mean American Express Australia Limited (ABN 92 108 952 085). David Jones means David Jones Pty Limited (ABN 75 000 074 573).

Card means any card, token, application or other thing we make available for the purpose of accessing your Account.

A reference to David Jones American Express Card also includes the David Jones American Express Platinum Card.

Charge means all transactions made using a Card or otherwise charged to your account, and includes Cash Advances, purchases, fees, commissions, interest, taxes and all other amounts you have agreed to pay us or are liable for under this agreement.

Pass code means a password or pass code that you or an Additional Card Member must keep secret, that may be required to authenticate you, an Additional Card Member or a charge (such as a personal identification number (PIN), telephone code or online password). A pass code does not include a number printed on a Card.

Electronic charge means a charge which is initiated using electronic equipment (such as an electronic terminal, television, computer, tablet computer, telephone, mobile phone or ATM), and using a pass code, and that is covered by the ePayments Code. This does not include a charge that is authenticated by comparing a manual signature with a specimen signature on the back of a Card.

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission and includes any subsequent amendments or replacements that we adopt.

Identifier means information that you or an Additional Card Member knows but is not required to keep secret and must provide to perform a charge (such as a Card number).

**By using your account (or by signing and keeping, or activating the Card), you agree to the terms of this agreement.**

**Please read this agreement thoroughly and keep it for your reference. You agree that it is your responsibility to ensure that any Additional Card Members are aware of these terms.** Please see the 'Additional Card Members' section of this agreement for additional details.

**This agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the 'Limitation of Liability' section of this agreement for additional details.**

### **Use of your Card(s)/Pass Codes**

To prevent misuse of your account, you must ensure that you and any Additional Card Members:

- sign the Card in ink as soon as received;
- keep the Card secure at all times;
- regularly check that you still have the Card in your possession;
- do not let anyone else use the Card;
- ensure that you retrieve the Card after making a charge;
- never give out your Card details, except when using the Card in accordance with this agreement; and
- follow any activation process we tell you about, as soon as possible;
- keep electronic devices you use to make payments or access your Account such as mobile phones, tablets and computers safe and secure, and make sure they are password-protected.

To protect your pass codes, you must ensure that you and any Additional Card Members comply with the following guidelines:

- memorise the pass code;
- destroy our communication informing you of the pass code (if applicable);
- do not write the pass code on the Card;
- do not keep a record of the pass code with or near the Card or account details;

- do not tell the pass code to anyone;
- if you select a pass code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the pass code when entering it into an Automatic Teller Machine (called ATM) or other electronic device.

## **Permitted Uses**

### **David Jones Storecard**

You may use your account, subject to any restrictions set out in this agreement, to pay for goods and services at David Jones or a merchant authorised to accept the David Jones Storecard.

If we agree, you may be permitted to transfer balances to your account. For example, we may permit you to transfer balances from cards issued by other financial institutions.

If permitted by David Jones, you may return to David Jones goods or services obtained using your account and receive a credit to your account.

### **David Jones American Express Card**

You may use your account, subject to any restrictions set out in this agreement, to pay for goods and services from merchants who accept the Card (called merchants).

Here are some examples:

- using your Card to pay for goods and services by presenting the Card to a merchant and complying with their request to sign or enter a code; and
- using your Card or the account to pay for goods and services ordered from a merchant by telephone, internet or mail.

If we agree, you may also use your account to obtain Cash Advances. For example, you may obtain Cash Advances at any ATM that accepts the Card.

If we agree, you may be permitted to transfer balances to your account. For example, we may permit you to transfer balances from cards issued by other financial institutions.

If permitted by the merchant, you may return to the merchant goods or services obtained using your account and receive a credit to your account.

## **Prohibited Uses**

You must not:

- if your account is a David Jones Storecard account, use your Card to pay for goods or services with any other merchant other than David Jones and those authorised to accept the David Jones Storecard;

- give your Card or account number to others or allow them to use your Card or account for charges, identification or any other purpose;
- return goods or services obtained using your account for a cash refund;
- use your Card to obtain cash from a merchant for a charge recorded as a purchase;
- obtain a credit to your account, except by way of a refund for goods or services previously purchased on your account;
- use your account if you are bankrupt or insolvent, or if you do not honestly expect to be able to pay your minimum payment on your next statement;
- use your Card if you recover or find it after having been reported to us as lost or stolen;
- transfer balances from another account with us to pay your account;
- use your account if your Card has been suspended or cancelled, or after the valid date shown on the front of the Card; or
- use your account for an unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia or any other country where the Card is used, or where the goods or services are provided.

It is your responsibility to ensure that there is no prohibited use of your account by you and any Additional Card Members. You will be responsible for any prohibited use of your account even if we did not prevent or stop the prohibited use.

### **Credit Limit**

We will set your credit limit based on your request, any minimum credit limit and our assessment of your circumstances.

You agree to manage your account so that the outstanding balance on your account (including interest and fee charges) does not exceed the credit limit. However, we may approve charges that result in your balance exceeding your credit limit (an over limit amount). This does not constitute an increase in your credit limit. If you have an over limit amount, an over limit fee may be payable and you must pay to us all amounts that exceed the credit limit, together with your minimum payment.

**Changes by you:** You may request, and we may agree, in our discretion and subject to you providing the information we request, to increase your limit at any time. You may request that we decrease your credit limit and we will always reduce it if asked except if the requested

limit is below any minimum credit limit or below your current outstanding balance.

**Changes by us:** You acknowledge that we may reduce your credit limit at any time. We will give you notice as soon as reasonably practicable.

### **Standard Plan**

When you make everyday purchases for goods and services with your Card from merchants (including David Jones), these purchases will apply to the standard plan on your account (purchases).

### **David Jones Store Credit Plans**

From time to time, David Jones may offer you credit plans such as an instalment credit option or a deferred payment promotion for purchases made at David Jones.

Where available, you may choose a credit plan that will apply to that purchase (credit plan purchases).

When an instalment credit option or deferred payment promotion is offered, David Jones will specify by notice:

- the relevant features of the instalment credit option or deferred payment promotion (for example, the number of months of the deferred payment period, the repayment terms, and any special interest rate applicable to the credit plan offered); and
- any conditions (such as a deposit requirement or a limit on the items eligible for the instalment credit option or deferred payment promotion).

We may terminate these credit plans and move the outstanding balance to your standard plan at any time if your account is not in good standing and overdue.

### **Deferred Payment Promotions**

When a deferred payment promotion is offered, David Jones will specify the ending date of the deferred payment promotion or the number of months of the deferred payment period (for example, a 3, 12 or 18-month period). A deferred payment period begins on the date of purchase. It ends on the specified ending date or the corresponding date in the calendar month which is the number of specified months after the date of purchase. If there is no corresponding date in that month, it ends on the last day of the month.

When the deferred payment promotion ends, the credit plan purchase will be moved to your standard plan on your account. During the deferred payment period, the purchase is excluded from the minimum payment calculation.

## Instalment Credit Options

When an instalment credit option is offered, David Jones will specify the number of months that apply (for example, a 12, 18 or 24-month instalment credit option).

We offer two types of instalment credit options:

- **Equal instalment credit plans:** we divide the purchase amount (less any amounts applied to the purchase prior to the first statement date, for example, any deposit paid) into a number of monthly instalments. The number of instalments is equal to the number of months specified for the instalment credit option.

To calculate the monthly instalments, we divide the purchase amount (less any amounts applied to the purchase prior to the first statement date, for example, any deposit paid) by the number of instalments.

The last monthly instalment will be the unpaid balance of the purchase amount. Any amount applied to the purchase prior to the first statement will be applied as a purchase on your standard plan.

- **Standard instalment credit plans:** the monthly instalment is calculated as a fixed percentage of the outstanding standard instalment credit plan balance. This percentage will be notified to you at the time you take up the instalment credit plan offer. Any amount applied to the purchase prior to the first statement will be applied as a purchase on your standard plan. On the expiry of your standard instalment credit plan, any remaining balance will be transferred to your standard plan.

In each of the months specified for the instalment credit option, we add this credit plan instalment to your standard plan and minimum payment. We include the first credit plan instalment in your statement of account for the period which includes the date of purchase.

You agree that when you request an instalment credit option, part of your minimum payment will be applied to the credit plan monthly instalment. You understand that you may pay an amount or rate of interest greater than required under section 133BQ of the National Consumer Credit Protection Act 2009. You may withdraw this request at any time.

If you do withdraw your request to apply part of your minimum payments to your credit plan monthly instalment as described above, you acknowledge and agree that we may terminate your credit plan and move the outstanding balance to your standard plan.

## **Balance Transfers From Your David Jones Storecard to Your David Jones American Express Card**

If you have elected, and we agree to your request, to transfer the balance of your David Jones Storecard to your David Jones American Express Card, then:

- we will close your David Jones Storecard account when you activate your David Jones American Express Card;
- we will transfer the balance of your David Jones Storecard to your David Jones American Express Card as a purchase on the day it is processed; and
- after any grace period, the interest rate applying to the transferred balance will be the annual percentage rate that applies to your David Jones Storecard on the date of closure as set out in the financial table.

## **Balance Transfers From Other Financial Institutions**

From time to time, we may promote Balance Transfers from other financial institutions. When we do, we will specify the terms and conditions that apply. If we agree to your request for a Balance Transfer, then:

- where you are transferring a balance from another financial institution, we will charge the amount of the Balance Transfer to your account and pay the other financial institution; and
- you cannot stop payment of a Balance Transfer once requested.

Please note the following:

- you cannot transfer balances between your American Express accounts (other than from the David Jones Storecard as described above) using a Balance Transfer;
- we reserve the right to refuse a Balance Transfer request even if your account is not in default; and
- you must comply with the terms and conditions that apply to that Balance Transfer.

## **Statements**

We will send you statements of account (called statements) periodically. We will usually send you a statement once every month. You may also request an additional monthly statement at any time by calling us, for which an additional statement fee is payable as described in the Financial Table. Each statement will show important information about your account, such as the outstanding standard plan balance on the last day of the statement period (called the standard plan closing balance), the outstanding credit plan balance on the last day of the statement period (called the credit plan closing balance),



the minimum payment due, the minimum payment due date and will include charges made by you and any Additional Card Members. If your account is seriously overdue or inactive and the balance is zero, we may stop sending you statements.

Always check each statement for accuracy and contact us as soon as possible if you need more information about a charge on any statement.

If you have a complaint or problem with your statement or any charge on it, inform us immediately but in any event within 30 days of the statement date. If we request, you agree to promptly provide us with written confirmation of your complaint or problem.

We may offer the option to receive your statement online. If you enrol in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online statements that we provide to you will apply and form part of this agreement.

### **Minimum Payment**

You agree to pay us at least the minimum payment requested by the due date shown on your statement. You agree to pay us any over-limit amount together with your minimum payment.

If we request, you also agree to pay us any overdue amounts immediately.

If you do not receive a statement in any month, for example as a result of postal delay or interruption, you must contact us to check what minimum payment is due and the due date.

The minimum payment is set out in the Financial Table.

You can always pay us:

- more than the minimum payment;
- before the due date;
- more often than once a month; or
- the outstanding balance at any time.

Please note that a credit to your account for example as a result of return of goods to a merchant or a service fee credit does not constitute a payment to your account and does not satisfy the requirement to pay the minimum payment due.

### **Fees**

The fees and commissions that apply to your account are set out and described in the Financial Table. You agree to pay these fees and commissions and you authorise us to charge them to your account when due.

## **Right to Change Fees and Commissions**

We reserve the right to change the circumstances in which any of the fees or the currency conversion commission on your account are charged and the amount of those fees or commission. We will provide notice of any change as set out in the 'Changes' section of this agreement.

You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the 'Changes' section of this agreement.

## **Liability**

You are liable and promise to pay to us when due all amounts outstanding on your account, which includes paying:

- charges on all Cards issued to you and to any Additional Card Members even if there was no signature or Card presented (including telephone, internet and mail orders) and even after Cards have been cancelled and this agreement has been ended;
- charges related to any Balance Transfer processed and paid at your request.
- charges made by any other person if you or any Additional Card Members allowed them to use your account;
- charges made in breach of this agreement or fraudulently by you or permitted by you or any Additional Card Members.

## **When you are liable for unauthorised Charges**

If applicable, your liability for unauthorised Charges will be determined in accordance with the ePayments Code and we warrant that we will comply with the ePayments Code. You will not be responsible for unauthorised Charges where you have not contributed to them, for example where they:

- were due to our fraud or negligence, or that of a merchant or third party involved in networking arrangements;
- relate to a forged, faulty, expired or cancelled Card, PIN or account access device;
- occurred before you receive your Card, PIN or any other Account access device;
- relate to a Charge being incorrectly debited more than once;
- related to a Charge after you have notified us of the misuse of your Account, loss or theft of your Card or breach of security for your PIN or other pass codes. However, you may be liable for certain unauthorised Charges, for example where you contribute to the unauthorised Charge:

- through fraud, by breaching the security requirements in the 'Use of your Card(s)/Pass Codes' section above, or leaving your Card in an ATM. Then you will be responsible for all unauthorised Charges until you report the loss or breach of security requirements to us;
- through unreasonably delaying reporting of the misuse of your Account, loss or theft of your Card or breach of security for your PIN or other pass codes. Then you will be responsible for all unauthorised Charges between when you became aware of the loss or breach of security requirements (or should reasonably have become aware) and when it was reported to us. If applicable, under the ePayments Code you are not liable for any portion of losses greater than a limit on your Account or under any rights we may have under Card scheme rules.

### **Additional Card Members not liable**

You authorise any Additional Card Members to use your account and acknowledge and agree the Additional Card Members does not have an account with us and is not liable to us for any charges to your account.

### **Payments**

Payments may be made by any of the methods set out in your statement. You must also comply with any instructions and requirements regarding payments as set out in your statement or that we otherwise provide you. Payments may not be made using David Jones Gift Cards.

You must pay us in Australian dollars. Payments will not be credited to your account until received by us. Any time periods that we may provide are estimates only. Please make sure that you allow sufficient time for us to receive payments by the payment due date even if the payment due date falls on a weekend or holiday. This includes mailing time for payments sent by mail and processing time for payments made using payment services offered by participating financial institutions (which you should check with the financial institution). We are not responsible for any delays in receiving payments and you must pay any interest or charges which may apply. If you choose to pay by direct debit, you agree that any specific terms that we provide to you at enrolment will apply and form part of this agreement. Third parties involved in the sending or processing of payments such as postal authorities or financial institutions are not our agents and their receipt of a payment will not be considered a payment received by us.

We do not have to accept payments that do not conform to our requirements. If we accept a payment that does not conform to our requirements (for example, a payment made in a foreign currency), the payment may be delayed and will not be credited to your account until it is converted into the required form. We may charge your account for any costs we incur and we may impose additional charges for converting payment including the currency conversion commission as specified in this agreement.

If we accept late or partial payments or any payment described as being in full or in settlement of a dispute, we will not lose any of our rights under this agreement or the law including the right to recover the full balance owing.

Payments for your account must be sent separately from payments to any other account. If multiple payments are sent together or if you do not clearly designate your account to be paid, we may apply payments to any account at our sole discretion.

Although we may credit your account for a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

If you do not make your payment as required or if there is a dishonoured payment, we may consider your account in default under the 'Default' section of this agreement.

## **Allocation of Your Payments**

Your account may have balances with different interest rates. For example, purchases may have a lower interest rate than cash advances. If your account has balances with different interest rates, here is how we apply payments:

- If you entered into your initial agreement for your Card before 1 July 2012, we will apply your payments
  - First to amounts that have appeared on your statement in the standard plan balance having the lowest interest rate, and then to amounts having the next lowest and so on, with amounts having the highest interest rates paid last.
  - Thereafter to any other amounts owing on your account.
- If you entered into your initial agreement for your Card on or after 1 July 2012, we will apply your payments:
  - First to amounts that have appeared on your statement in the standard plan balance from the amounts having the highest interest rate, and then to amounts having the next highest interest rate, and so on, with amounts having the lowest interest rate paid last.
  - Second to amounts that have not appeared on your statement in the standard plan balance, from the amounts having the highest interest rate, and then to

amounts having the next highest interest rate, and so on, with amounts having the lowest interest rate paid last.

- Thereafter to any other amounts owing on your account.

If you have requested a David Jones Instalment Credit Option, part of your minimum payment will be applied to the credit plan monthly instalment.

## **Interest**

Each time you or any Additional Card Member charge purchases, Cash Advances and Balance Transfers or any other charge to your account, we make a loan to you.

### **How do you receive an interest grace period for purchases?**

Interest will not be charged on purchases, and you will have an interest grace period for purchases of the number of days as set out in the Minimum Payment section of the Financial Table from the statement date on your statement to the payment due date (due date) if every month we receive payment in full by the due date.

Payment in full means payment of the standard plan closing balance on your statement, which is made up of all charges to your account (including purchases, credit plan instalments, deferred payment promotions which have matured, Cash Advances and Balance Transfers and any fees and charges) up to the end of the statement period, but excluding credit plan purchases which are not yet due and payable.

### **Interest on purchases**

If we do not receive payment in full of all charges by the due date as shown on your current statement, you will lose your interest grace period for purchases. In that case, from the due date you will be charged interest on all purchases shown on that current month's statement and you will be charged interest on all new purchases from the transaction date (but not including credit plan purchases that are not yet due and payable) shown on your next statement. Any partial payment of your balance will have the effect of reducing the interest payable on your account.

### **How do you regain an interest grace period on purchases?**

Once we receive payment in full by the due date, your interest grace period on purchases will be reinstated. However, you will still be charged interest on all billed and unpaid purchases and you will also be charged interest on any new unbilled purchases that are made up until the date that we receive payment in full. These additional interest charges will appear on your next statement.

Once we have received payment in full, any new purchases after that payment was received and credited to your account will not be subject to interest so long as next month we receive payment in full by the due date.

### **Interest on Cash Advances and Balance Transfers**

Interest is always charged and there is no interest grace period for Cash Advances and Balance Transfers from other financial institutions, even if we receive payment in full by the due date. If your standard plan closing balance includes a billed Cash Advance or a Balance Transfer from another financial institution and you do not make payment in full by the due date on your statement, then you will lose your interest grace period for purchases and interest will apply as noted above.

Where a Balance Transfer has been processed from your David Jones Storecard, for the purposes of calculating any interest, we will treat the transaction as a purchase from and including the day it is transferred to your account.

### **Interest on Deferred Payment Promotions**

When you make a credit plan purchase using a deferred payment promotion, for the purposes of calculating interest, we will treat the credit plan as a purchase made on the last day of the deferred payment period. Accordingly, until the last day of the deferred payment period we will not charge interest on the credit plan purchase.

### **Interest on Instalment Credit Options**

If you pay at least the minimum payment by the due date, then you will not be charged interest on your credit plan closing balance. Otherwise we charge interest on your credit plan closing balance (less any credit plan purchases subject to deferred payment promotions) from the beginning of the statement period (or the date of purchase in the case of non-payment of the first instalment due) until at least the minimum payment has been made.

### **Interest on other charges**

Fees and billed interest are included in the balance on which interest is calculated. Interest is charged on fees and billed interest in the same way (including a grace period) as set out under the heading 'Interest on purchases' above, except for Cash Advance and Balance Transfer fees. There is no interest grace period and interest is always charged for Cash Advance and Balance Transfer fees in the same way that interest is charged on Cash Advances and Balance Transfers. Any interest on a fee applies from and including the day the fee is first posted to your account until the day we receive payment in full and credit your account. Any unpaid balance

outstanding on your account at the beginning of the statement period (called the opening balance) includes billed but unpaid interest charges.

### **How do we calculate interest and when is it added to your statement?**

**Interest on purchases:** Any interest on a purchase applies from and including the day it is made (also referred to as the transaction date on your statement) or from the due date if you have just lost your interest grace period, or from the first day of the statement period in which the charge is first debited to your account, if that is later, until the day we receive payment in full and credit your account.

**Interest on Cash Advances and Balance Transfers:** Any interest on a Cash Advance or a Balance Transfer from another financial institution applies from and including the day it is made, or from the first day of the statement period in which the charge is first debited to your account, if that is later, until the day we receive payment in full and credit your account.

**Interest on instalment credit options:** Any interest on an instalment credit option applies from the beginning of the statement period (or date of purchase in the case of non-payment of the first instalment due) until at least the minimum payment on your statement has been made.

Where applicable, interest is calculated each day during a statement period on the daily closing balance of charges on which interest is payable (taking into account any payments or credit to your account) at the daily rate (which is the annual percentage rate divided by 365). We add together the interest charges for each day and the total interest for the statement period is then charged to your account and will appear on your statement on the last day of the statement period identified as 'interest charge'. If different interest rates apply to different parts of the balance on your account, we will separately calculate each daily closing balance and interest in the same manner. Daily closing balances with a credit balance are treated as zero (0). For the purpose of calculating interest charges, any unpaid balance outstanding on your account at the beginning of the statement period (called the standard plan opening balance) includes billed but unpaid interest charges.

### **What interest rates apply to your account?**

We charge interest at the annual percentage rate or rates (called interest rate) set out in the Financial Table, or as otherwise notified to you. The interest rate(s) applicable to a billing period are subject to change, and will be set out on your statement.

## **Charges Made in Foreign Currencies**

For each Charge submitted to us in a currency other than Australian Dollars (a 'Foreign Charge'), on the day we process the Foreign Charge we will:

- convert it to US Dollars first (unless it was submitted to us in US Dollars);
- convert the US Dollar amount into Australian Dollars; and
- apply a single non-refundable currency conversion fee to the Australian Dollar amount of the Foreign Charge.

We use exchange rates from customary industry sources, or a specific rate if required by law. We use the exchange rate from the weekday prior to the day we process the Foreign Charge (or two weekdays prior for Foreign Charges processed on 1 January and 25 December). The exchange rate we use may be higher or lower than the exchange rate available on the day you made the Foreign Charge, and exchange rate fluctuations can be significant.

When making a Charge in a foreign currency you may have the choice to allow a third party to convert the Charge into Australian Dollars at the point of sale. If you choose this option, then that third party will:

- determine the exchange rate and any commission or fees payable for the currency conversion; and
- submit that Charge to us in Australian Dollars, meaning we will not convert the Charge or apply currency conversion fee.

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Account. The differences is generally because:

- the refund and Foreign Charge may be processed on different days with different rates;
- we do not apply any currency conversion fee to refunds of Foreign Charges.
- the refund may be only a partial refund for the Foreign Charge; or
- where third parties convert Charges in foreign currency, those third parties may treat refunds differently to the original foreign currency Charge.

## **Additional Card Members**

At your request, we may issue a Card on your account to another person (called an Additional Card Member and may previously have been referred to as a Supplementary Card holder). We may limit the number of Additional Cards issued on one account. We generally do not provide



copies of agreements, statements, notices and other communications to a Additional Card Member.

Please see the 'Liability' section of this agreement regarding the liability of an Additional Card Member for charges made by that Additional Card Member.

You agree and are responsible to ensure that each Additional Card Member reads, understands and complies with this agreement including the Financial Table and any notices and other communications that we may send to you.

To cancel a Additional Card, please see the 'Default/Closing Your Account' section of this agreement.

### **Cash Advances**

If we permit you to obtain Cash Advances with your Card, then:

- you must enrol and obtain a pass code to access ATMs that accept the Card;
- we may impose limits and restrictions on Cash Advances, such as the amount of the credit limit available by means of Cash Advances and minimum and maximum limits that apply to Cash Advances for each transaction, day, statement period or otherwise;
- participating financial institutions and ATM operators may also impose their own limits and restrictions on Cash Advances, such as limits on the number of Cash Advances, the amount of each Cash Advance and access to and available services at ATMs;
- we reserve the right, without cause and without providing prior notice to you, to terminate your access to ATMs, even if your account is not in default; however we will notify you as soon as reasonably practicable;
- fees apply as set out in the Financial Table and the ATM provider may also charge a fee; and
- you must comply with any additional terms and conditions that we provide to you.

We generally do not allow cash advances on the David Jones Storecard.

### **Recurring Charges**

You or an Additional Card Member may authorise a merchant to bill your account at regular intervals for goods or services (called recurring charges). Here are some important things that you need to know about recurring charges and your account.

We do not allow recurring charges on the David Jones Storecard.

## Replacement Cards and Cancelled Cards

A replacement or new Card (called a replacement Card) may be issued to you if your Card is lost, stolen, damaged, cancelled, renewed or switched to a different Card type. Your Card may also be cancelled or no further charges permitted without a replacement Card being issued (called a cancelled Card).

**In order to avoid potential disruption of recurring charges and the provision of goods or services by the merchant in the case of a replacement Card or cancelled Card, it is always your responsibility to contact the merchant and provide replacement Card information or make alternate payment arrangements.**

You agree to be responsible for any recurring charges that may continue to be charged to your account from a Card (including charges to Additional Cards on your account) that has been replaced or cancelled.

Recurring charges may be automatically charged to a replacement Card without notice to you.

Please note that we generally do not provide replacement Card information (such as Card number and Card expiry date) to the merchant.

## Stopping Recurring Charges

To stop recurring charges being billed to your account, you must have the right to do so under your arrangement with the merchant and you must advise the merchant in writing or in another way permitted by the merchant, to stop billing charges to your account.

## Our Enrolment Services

If we permit, you or an Additional Card Member may authorise us or our agent to enrol you with a merchant for recurring charges. You will remain responsible to make other payment arrangements until the recurring charges begin to be applied to your account. We are not responsible for any failure to enrol your account for recurring charges or if the merchant fails to charge your account. The paragraph 'Stopping Recurring Charges' above also applies if you or an Additional Card Member uses our enrolment services.

## Authorisation

We may require charges to be authorised by us before they are accepted by a merchant. We may refuse any request for authorisation of a charge on reasonable grounds, including for example and without limitation where the charge would cause you to exceed your credit limit, where we suspect the charge is fraudulent, is subject to Australian or United States sanctions or does

not comply with this agreement, or where we reasonably believe that you may be unable to fulfil your obligations under this agreement.

In some cases, a merchant may authorise a charge in advance and your available credit limit will be reduced by the amount of the authorisation. For example, when you rent a car, the merchant may initially authorise the full amount of the proposed car rental charge. This means that your available credit will be reduced by that amount, which may restrict your ability to make further charges.

### **Card is Our Property**

Although you and any Additional Card Member use Cards on your account, all Cards remain our property at all times. You may be asked, and you agree, to return the Card to us or anyone we ask to take it on our behalf, including merchants. We may also inform merchants that your Card is no longer valid.

### **Renewal and Replacement Cards**

You authorise us to send you and any Additional Card Members a renewal Card or a replacement Card before the current Card expires. You must destroy any expired Cards by cutting them up. This agreement as amended or replaced continues to apply to any renewal or replacement Cards we issue.

### **Privacy**

The collection, use and disclosure of your information by us and David Jones is regulated by the Privacy Act 1988. The American Express and David Jones Joint Privacy Policy sets out policies on the management of your personal information.

In particular, it sets out policies dealing with:

The collection, use and disclosure of your credit information by American Express; The collection, use and disclosure of personal information by David Jones and American Express; How you can access your personal information; How David Jones and American Express deal with an Additional Card Member's personal information; and How you can opt-out from American Express or David Jones marketing lists.

A full copy of the American Express and David Jones Joint Privacy Policy is provided at the end of this agreement and is available at [americanexpress.com.au/djprivacy](http://americanexpress.com.au/djprivacy)

### **Additional Services**

We may make available additional services or benefits which will be subject to separate terms and conditions.

Examples of services or benefits include insurance, assistance services and merchant offers.

We may receive compensation from additional service providers and our compensation may vary by provider and product. Your account will be charged for any fees or premiums that may apply for services and benefits.

Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party. Services and benefits may be changed or cancelled with or without notice. We are not responsible for any service or benefit not directly provided by us.

If your account is closed, it will be your responsibility to obtain replacement services and benefits or make new payment arrangements with the third party if the service is still available.

### **Payments to Third Parties**

We may pay compensation to David Jones; however, the amount of the compensation payable to them is unascertainable.

If your account application was processed by a David Jones representative, we may pay compensation to them. The amount of compensation we pay is up to \$75. If your account application was obtained from or promoted by any other third party, we may pay them a fee or commission. In some cases we may pay an amount up to \$250.

### **Lost and Stolen Cards and Misuse of Your Account**

You must tell us immediately by telephone at the contact number set out at the front of this agreement if:

- a Card is lost, stolen or misused;
- a mobile device you use to make mobile payments using your Account is lost or stolen;
- a renewal Card or replacement card has not been received;
- breach of code security e.g. someone else learns a pass code, or
- you suspect that your account is being misused for an unauthorised charge;

and provide us with all relevant information.

We will acknowledge receipt of every report so that you can verify that you have made a report and when it was made.

If for any reason our telephone contact facility is not available and this prevents you or an Additional Card Member from calling us, you will not be liable for any unauthorised charges which could have been prevented during this period if you or the Additional Card Member had been able to call us.

However, you or the Additional Card Member must notify us within a reasonable time of the telephone contact facility becoming available again.

If a Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Card.

### **Unauthorised electronic charges – when you have no liability**

An unauthorised electronic charge is an electronic charge that is unauthorised by you or an Additional Card Member.

The following provisions apply to unauthorised electronic charges. They do not apply to any electronic charge that is performed by you or an Additional Card Member or anyone who performs an electronic charge with your or an Additional Card Member's knowledge and consent. You are liable for all electronic charges carried out with your or an Additional Card Member's knowledge and consent.

You are not liable for any loss arising from an unauthorised electronic charge:

- where it is clear that you or an Additional Card Member have not contributed to the loss;
- that can be made using an Identifier without a pass code or Card. Where an electronic charge can be made using a Card, or a Card and an Identifier, but does not require a pass code, you are liable only if you or an Additional Card Member unreasonably delays reporting the loss or theft of the Card;
- that is caused by the fraud or negligence of our staff or agent, a third party involved in networking arrangements, or a merchant or of their agent or employee;
- that is caused by an unauthorised electronic charge performed after we have been informed that the Card has been misused, lost or stolen or that the security of a pass code has been breached;
- that is caused by an electronic transaction requiring the use of a Card and/or pass code that occurred before you or an Additional Card Member receive the Card and/or pass code;
- that is caused by a forged, faulty, expired or cancelled Card, Identifier or pass code (as applicable); or
- that is caused by the electronic charge being incorrectly debited more than once to your same account.

### **Unauthorised electronic charges – when you are liable**

Where we can prove on the balance of probability that you or an Additional Card Member have contributed to the losses arising from unauthorised electronic charges through:

- fraud;

- voluntarily disclosing the relevant pass code to anyone, including a family member or friend;
- where a Card is also needed to perform an electronic charge, writing or recording the relevant pass code on a device, or keeping a record of the relevant pass code on anything carried with the Card or liable to loss or theft simultaneously with a Card, unless a reasonable attempt is made to protect the security of the relevant pass code;
- where a Card is not needed to perform an electronic charge, keeping a written record of the relevant pass code required to perform electronic charges on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the relevant pass code;
- when selecting or changing a relevant pass code, choosing a numeric pass code that represents the cardholder's birth date or an alphabetical pass code that is a recognisable part of the cardholder's name after we or our agents have specifically instructed you or an Additional Card Member not to select such a pass code and warned you or an Additional Card Member of the consequences of doing so;
- acting with extreme carelessness in failing to protect the security of the relevant pass code, where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

You will be liable in full for the actual losses which occur before the loss, theft or misuse of a Card or breach of pass code security is reported to us. We consider a reasonable attempt to protect the security of a pass code record (including making any reasonable attempt to disguise the pass code within the record or prevent unauthorised access to the pass code) includes:

- hiding or disguising the pass code record among other records,
- hiding or disguising the pass code record in a place where a pass code record would not be expected to be found,
- keeping a record of the pass code in a securely locked container, or
- preventing unauthorised access to an electronically stored record of the pass code record.

You are liable for losses arising from unauthorised electronic charges that occur because you or an Additional Card Member contributed to losses by leaving a Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM.

Where we prove on the balance of probability that you or an Additional Card Member have contributed to losses resulting from an unauthorised electronic charge by unreasonably delaying reporting the misuse, loss or theft of a Card, or that the security of a relevant pass code has been breached, you will be liable for the losses which occur between when you or an Additional Card Member became aware of the security compromise or should reasonably have become aware in the case of a lost or stolen Card, and when the security compromise was reported to us.

However, even if we prove on the balance of probability that you have contributed to a loss resulting from an unauthorised electronic charge, you will not be liable for that portion of the loss:

- incurred on any one day which exceeds any applicable daily transaction limit;
- incurred in any period which exceeds any applicable periodic transaction limit;
- that exceeds the available balance of your account;
- incurred on your account that we and you had not agreed could be accessed using the Card or an Identifier and/or pass code used to perform the electronic charge; or
- that exceeds your liability if we exercised any rights under the rules of the American Express network at the time the report was made.

### **Unauthorised electronic charges – when you have limited liability**

Where a pass code was required to perform the unauthorised electronic charge and we do not prove that you have contributed to the losses as set out above, your liability for any loss arising from an unauthorised electronic charge is limited to the lowest of:

- AU\$150;
- the available balance of your account; and
- the actual loss at the time the misuse, loss or theft of the Card or of the breach of security of the relevant pass code is reported to us, excluding that portion of the loss incurred on any one day which exceeds any relevant daily transaction limit or other periodic transaction limit).

### **Liability for loss caused by a system or equipment malfunction**

You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an electronic charge

accepted by the system or equipment in accordance with your or an Additional Card Member's instructions.

However, where you or an Additional Card Member should reasonably have been aware of that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability may be limited to:

- correcting any errors; and
- refunding any fees or charges imposed on you.

### **Unauthorised charges which are not electronic charges**

For unauthorised charges which are not electronic charges, provided that you complied with this agreement including the section 'Use of your Card/Pass Code(s)' and provided that you did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the Card or breaching the pass code security requirements set out in this agreement, then you will not be liable to us for any unauthorised charges (that are not electronic charges), unless you have delayed notifying us, in which case you will be liable for all unauthorised charges until you did notify us.

If you did not comply with this agreement, or if you contributed to, were involved in, or benefited from the loss, theft or misuse of the Card or breaching the pass code security requirements set out in this agreement, you are liable for any charges (that are not electronic charges); for example, if you or an Additional Card Member gave a Card to another person to use.

You and any Additional Card Members agree to cooperate with us, including giving us a statutory declaration, affidavit and/or a copy of an official Police report, if we ask. You and any Additional Card Members also agree that we may provide information to regulatory authorities.

### **Complaints**

#### **Our internal dispute resolution process – what you should do**

If calling within Australia, you can call us on 1300 36 89 89. If overseas, call us collect (reverse charges) to Australia on +61 2 8271 8182. If the problem cannot be resolved immediately to your and our satisfaction, we will advise you in writing of our procedures for investigation and resolution of the complaint.

You also agree that, when requested, you shall provide all the reasonable assistance and relevant information, including written statements, to us and/or the Police in relation to your claim of unauthorised charges.



By reporting the existence of unauthorised charges, you agree to allow us to release any information that you have provided which is subject of an investigation of unauthorised charges to the Police and any other investigative or statutory authority.

Please note that our complaint procedures will not be available for complaints which are being determined by the Australian Financial Complaints Authority or that are the subject of small claims court proceedings.

### **Investigating Complaints**

Unless we advise you in writing of any exceptional circumstances, our investigation of a complaint should be completed within 45 days of receiving the complaint from you. We will advise you of the outcome of the investigation and the reasons for the outcome.

If the complaint relates to an electronic charge, we will provide you with details of the progress of our investigation within 21 days of receiving the complaint from you. In addition, if the investigation continues beyond 60 days, we will provide you with updates every two months on the progress of the investigation (including the reason for the delay) and tell you a date when a decision can be reasonably expected, unless we are waiting for a response from you or an Additional Card Member and you or an Additional Card Member have been advised that we require such a response. We will suspend your obligation to pay any amount which is the subject of the complaint and any credit and other charges related to that amount, until the complaint is resolved.

If the outcome is that there has been an incorrect debit or credit to the account, we will adjust your account accordingly (including any interest charges) and advise you of the adjustment.

### **Our external dispute resolution process**

If you are not satisfied with the outcome of our internal investigation, you may pursue your complaint with our external dispute resolution scheme, The Australian Financial Complaints Authority (AFCA). You can contact them on 1800 931 678 or write to them at Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001. AFCA is a free service established to provide you with an independent mechanism to resolve specific complaints.

### **Complaints and Problems in relation to Goods or Services Purchased**

Subject to applicable law, if you have a complaint or problem with a merchant or any goods and services

charged to your account, you must still pay all charges on your account and settle the dispute directly with the merchant. However, if your complaint relates to an electronic charge, please refer to the complaint procedures under section 'Complaints' above.

## **Changes**

We may change any provision of this agreement at any time, including interest rates, fees, commissions, how we apply payments and benefits and services associated with the account and changes affecting your payment obligations. We will inform you in accordance with the 'Communicating With You' section of this agreement and as required by applicable legislation including the National Credit Code.

We will give you at least same-day notice for a change to an annual percentage rate and we will give you at least 20 days' advance written notice for: a change in the way in which interest is calculated; a change in credit fees and charges (including a change for imposing or increasing fees or charges for issuing or replacing a Card or pass code or for performing electronic transactions); a change increasing your liability for losses relating to electronic charges, a change imposing, removing or changing a daily or other periodic transaction limit applying to use of your Card, your account or electronic equipment; or any other changes to this agreement, except we will give you no prior notice for a credit limit decrease (but we will give you notice as soon as reasonably practicable), where the change reduces what you have to pay (or otherwise is in your favour) or the change happens automatically under this agreement.

If you are dissatisfied with any change to this agreement, you may cancel your agreement as set out under the 'You May Close Your Account' section of this agreement. We will give you a pro-rated refund of any annual fee if you cancel this agreement as a result of a change that we have made to your detriment other than to the annual percentage rate and such cancellation is communicated to us within 30 days of our notifying you of that change.

## **Assignment**

### **Transfer by us**

We may assign any of our rights under this agreement. We may also transfer our obligations under this agreement to any third party, provided we are reasonably satisfied that there will be no detriment to you in the transfer.

You agree that we may disclose any information or documents we consider necessary to help us exercise any of these rights.

### **Transfer by you**

Your rights under this agreement are personal to you and may not be assigned without our written consent.

### **Severability**

If any provision of this agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with that law or regulation. This will not affect the parties' obligations which will continue as amended.

### **Suspension**

We may on reasonable grounds immediately stop you or any Additional Card Member from using the Card or we may refuse to authorise a charge and without informing you first. For example, we may do so where the available credit limit has been exceeded, or where we suspect that a charge is fraudulent, or does not comply with law or this agreement, or where we reasonably believe that you will be unable to comply with your obligations under this agreement. We will notify you as soon as reasonably practicable of such a suspension. This agreement will continue if we take either of these actions and you will still be responsible for all charges on your account.

### **Default/We May Close Your Account Default**

We may treat your account as being in default at any time in the event that you fail to comply with your obligations under this agreement or any other agreement you have with us, such as failure to make any payment when it is due, incurring or attempting to carry out charges in excess of the credit limit, failure to pay any amount payable in accordance with this agreement to reduce the unpaid balance to your credit limit, or if any form of payment is returned or not honoured in full.

We may also consider your account to be in default at any time if any statement made by you to us in connection with your account was false or misleading, you breach any other agreement that you may have with us or with any of our related bodies corporate, or if bankruptcy or other creditor proceedings are threatened or initiated against you.

If you are in Default and subject to applicable law we may at our discretion require that you immediately pay all sums owing on your account including unbilled charges that may not be shown on your statement.

The inclusion of previously billed minimum payments, any portion of dishonoured payments and any over-limit amounts in the minimum payment shown on a statement will not constitute a waiver by us of any default.

In the event of any default, you will also be responsible for all reasonable costs incurred by us or our agents including legal advisers, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

### **We May Close Your Account or Cancel Any Card**

We can end this agreement or cancel any or all Cards or reduce your credit limit immediately if:

- you are in default;
- we suspect any illegal use of the Card;
- we are required to do so by law;
- we have reason to believe that you may no longer be creditworthy.

We may also cancel any or all cards at any time with 30 days' notice. If we take such action, you will still be obligated to pay all amounts owing on your account.

If we end this agreement, you must immediately pay any sums that are due and payable and continue to pay the minimum payment. We will only close your account when you have paid off all amounts you owe us.

If your Card is cancelled for any reason, all other Cards issued on your account will be cancelled at the same time.

You will continue to be responsible for all charges made using your account, including recurring charges until your account is no longer used and any recurring charges are stopped.

### **You May Close Your Account**

You may end this agreement at any time by paying off all amounts owing on your account, destroying all Cards issued on your account, stopping use of your account and requesting the closure of your account.

We will only close your account when you have paid off all amounts you owe us. You can cancel a Card issued to an Additional Card Member by informing us in writing and destroying the Additional Card.

You will continue to be responsible for all charges made using your account, including recurring charges until your account is no longer used and any recurring charges are stopped.

## Communicating With You

Statements, notices (which includes changes to this agreement), disclosures and other communications (together called communications) will be communicated with you as follows:

- any change to an annual percentage rate may be communicated to you in writing or by a notice published in a newspaper; and
- all other changes will be communicated to you in writing.

All communications sent to you in writing will be mailed or delivered to you at the address which is maintained in our records for your account (except as set out below).

We may give you the option of receiving communications electronically instead of by mail. If you enrol, you agree that we may communicate to you by electronic means any communications for our products and services and all such communications will be considered to have been provided in writing. If you enrol in an electronic statement service, you agree that we may stop sending you paper statements and that we may send the statement and any other communication (including changes to this agreement) by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links provided on a statement or other notice, or any combination of these or other means and you agree that it is your responsibility to access all such statements and other communications.

If you enrol in an electronic statement service, you must check electronic communications regularly for statements.

You may withdraw your enrolment in an electronic statement service and request that we send you paper statements and other communications at any time by contacting us.

All mailed communications will be deemed received on the date when it would have been delivered in the ordinary course of the post. All electronic communications that we provide, including a statement, will be deemed to be received on the day that we send the notification email and/or post the electronic communication even if you do not access the electronic communication for any reason.

You must inform us immediately if you change the address or other contact information (such as postal or email address) you have given to us, including any changes to Additional Card Member details. If we have been unable to deliver any statements or other communications or these have been returned, we may stop attempting to

communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any communication (including a statement) if we send it to the address or in accordance with other contact information for your account appearing in our records, or if we do not send the communication because previous communications have been undeliverable. You must inform us if you want an address or other contact information to apply to more than one account with us.

You must also inform us of any changes to other information previously provided to us, such as information you provided when you applied for your account. You also agree to give us any additional information and support documentation that we request or as required by law.

### **No waiver of our rights**

If we fail to exercise any of our rights under this agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

### **Assignment of Claims**

Although we may have no obligation to do so, if we credit your account in relation to your claim against a third party such as a merchant, you are automatically deemed to have assigned and transferred to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your account. After we credit your account, you agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your account. You also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require. Crediting your account on any occasion does not obligate us to do so again.

### **Examples**

When we provide examples in this agreement, they do not limit the provisions of this agreement. The terms 'includes', 'such as' and 'for example' mean, respectively, 'includes without limitation', 'such as but without limitation' and 'for example but without limitation'.

### **Governing Law**

This agreement is governed by the laws of the State or Territory of Australia as stated on your billing address or, if your billing address is overseas, as stated on your last known Australian billing address; and the courts of that State or Territory shall have jurisdiction over all parties to the agreement.

## **Taxes, Duties and Exchange Control**

You must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any charge on your account or any use of the account by you or any Additional Card Member.

## **Limitation of Our Liability**

We are not responsible or liable to you or any Additional Card Member for:

- any delay or failure by a merchant to accept the Card;
- our refusal to authorise a charge;
- goods and services you charge to your account, including any dispute with a merchant about goods and services charged to your account; and
- except in relation to our liability set out in the ePayments Code, loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

For example, we will not be liable to you or any Additional Card Member for any refusal by a merchant to accept the Card.

If any warranties or conditions are implied under the Australian Securities and Investments Commission Act 2001 or any similar law in respect of goods or services supplied under this agreement or in connection with a Card, then our liability for a breach of any such warranty or condition is limited to:

- in the case of goods, the replacement cost of the goods, the supply of equivalent goods, the repair of the goods, or the cost of having the goods repaired; and
- in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

# AMERICAN EXPRESS AND DAVID JONES JOINT PRIVACY POLICY

EFFECTIVE: 31 AUGUST 2016

American Express provides credit to approved applicants for the David Jones American Express Card, David Jones Storecard, Instant Credit and Credit Reserve accounts under an arrangement with David Jones. This privacy notice is provided by David Jones and American Express.

If you do not agree to our use of your credit information and personal information in this way, we may be unable to provide our products and services to you. The way we collect, use, share and keep your information is subject to the Privacy Act 1988 (Cth) (Privacy Act).

In this notice, 'David Jones' means David Jones Pty Limited ABN 72 000 074 573 and its related bodies corporate. American Express means American Express Australia Limited ABN 92 108 952 085. The words 'we' and 'us' are used when personal information may be collected, used and disclosed for the same purposes by David Jones and American Express.

## **Online Privacy Statement**

The American Express Online Privacy Statement describes how American Express may collect, use, share and keep information that American Express gets about you online. When you use or access any of American Express' online services, content or programs, whether on your smart phone, tablet or other mobile device, the American Express Online Privacy Statement applies.

The Online Privacy Statement is available at the link at the bottom of the American Express Australia homepage or at: [americanexpress.com.au/privacy](http://americanexpress.com.au/privacy)

## **Credit Reporting Policy**

The American Express Credit Reporting Policy contains additional information about:

- credit reporting including credit-reporting bodies to which American Express is likely to disclose your credit information;
- how you may complain about a failure of American Express to comply with the Privacy Act, and how American Express will deal with a complaint.

The Credit Reporting Policy is available at: [americanexpress.com.au/creditinfo](http://americanexpress.com.au/creditinfo)



## **Collection, use and sharing of credit information by American Express**

American Express may obtain both consumer and commercial credit reports about you from a credit reporting body for purposes including:

- assessing your creditworthiness;
- assessing this application;
- collecting overdue payments;
- American Express' internal management purposes relating to the provision or management of consumer credit;
- helping you to avoid defaulting on your obligations with American Express;
- for any other use in connection with your account as permitted under the Privacy Act.

American Express may disclose information about you to credit-reporting bodies before, during or after credit is provided to you. This includes:

- that you have applied for a Card, including the account credit limit;
- that American Express is a credit provider to you, including the type of credit, account opening and closing dates, and credit limit;
- 24 months of repayment history on your Card account
- default information related to payments that are at least 60 days overdue (and advice that overdue payments have been paid in full);
- that you have committed a serious credit infringement;
- that you have made a request to correct your personal information;
- any other information as permitted under the Privacy Act.

American Express may exchange information about you with credit providers named in your application or in a credit report issued by a credit-reporting body. Among other things, this is to:

- assess your creditworthiness, this application and any subsequent application for credit;
- notify other credit providers of a default by you;
- exchange information about your account when you are in default with other credit providers;
- complete any approval process for any transactions you wish to make on your account;
- administer your Card account;
- notify that you have made a request to correct your account.

American Express may also exchange credit information about you with any person considering whether to act as a guarantor in relation to this and future applications by you for credit.

## **Collection of personal information by David Jones and American Express**

Generally, if you are applying for a Card account we collect your personal details (such as name, date of birth and address), details about your employment, financial circumstances and other information relevant to your Card account.

We collect information about you in a number of ways, including:

- directly from you, such as in your credit application or when you enter one of our competitions or promotions;
- from your use of our products and services, such as when you make a purchase using your Card account or when you access one of our websites;
- from credit-reporting bodies, as described above for credit information or for identity verification;
- from others, such as people or companies named in your credit application (for example your employer).

## **Using personal information**

We may use the information we collect about you on its own or combine it with other information to:

- deliver products and services, including:
  - for the same purposes as for credit information listed above
  - issuing your Card
  - verify your identify when you contact us
  - manage your Card account and your transactions
  - tell you about new features, benefits and updates to your accounts, products and services
- advertise and market our products and services – and those of our business partners – including to:
  - send or provide you with marketing, promotions and offers
  - analyse whether our marketing, promotions and offers are effective
  - help us determine whether you may be interested in new products or services
- conduct research and analysis, including to:
  - better understand our customers
  - allow you to rate and review our products and services

- produce data analytics, statistical research, and reports
- review and improve our products and services and make them easier to use
- develop new products and services
- manage fraud and security risk, including to:
  - detect and prevent fraud or criminal activity
  - safeguard the security of your information
  - assess credit risks relating to our business, including to evaluate and process your applications for our products and services and manage your existing accounts
- use it in other ways as required or permitted by law or with your consent.

### **When we might share your Personal Information**

We may share your Personal Information with each other but do not share Personal Information with anyone else except as described below. We only share Personal Information as required or as permitted by law as follows:

- with people you authorise to use or access your account (for example, additional Card Members);
- with credit-reporting bodies, for the same purposes as for credit information listed above;
- with the provider of any payment service you use to make payments to American Express;
- with regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and government requests and to detect and prevent fraud or criminal activity, and to protect the rights of American Express or others within the American Express Family of Companies and/or with David Jones related bodies corporate.
- with our Service Providers who perform services for us and help us operate our business (for example, card manufacturers, collection agents, mail houses and reward redemption partners). We require Service Providers to safeguard Personal Information and only use your Personal Information for the purposes we specify;
- share and exchange information with business partners and co-brand partners with whom we jointly offer or develop products and services for marketing, planning, product development and research purposes (but they may not use your Personal Information – in particular your email address – to independently market their own products or services to you unless you provide your consent);

- with third parties in the context of a sale of all or part of the American Express Family of Companies or their assets;
- any other purpose you have consented to.

### **Aggregated and De-identified Information**

Aggregated or de-identified Information is not personal information and does not identify you individually; however, it may be derived from personal information. It helps us to analyse patterns among groups of people. We may share aggregated or de-identified Information in several ways, for example:

- for the same reasons as we might share Personal Information;
- with any Business Partners to help develop and market programs, products or services and present targeted content and marketing;
- with Business Partners to conduct analysis and research about customers.

### **Recording Phone Calls**

American Express may also monitor and record your telephone conversations with us for staff training and service quality control purposes.

### **Direct Marketing**

From time to time, American Express, David Jones, their agents and business partners (including related bodies corporate and insurance companies) will send you and any additional Card Members information about products, services, offers and other promotions on offer from American Express, David Jones or jointly with their business partners. These communications may be sent electronically (for example by email, mobile message or push notification), by phone or by post. You can opt-out from receiving direct marketing at any time by calling 1300 36 89 89. You can also adjust your communication preferences using our Online Preferences or opt out of email marketing by clicking 'unsubscribe' in the footer of our emails. This will continue until you opt out or until twelve months after you cease being a Card Member.

### **Transfer of your personal information and credit information overseas**

American Express and David Jones are global organisations and we may use international entities to help our business functions. As a result, American Express and/or David Jones may need to share your information outside Australia. It is impracticable to list out each and every country that American Express and/or David Jones may share your

information to, but such countries include the United States of America, New Zealand, Malaysia, India and the United Kingdom. David Jones may also transfer your information to South Africa. In each case, the party sharing the information will ensure that any transfer of your personal information and credit information is subject to appropriate conditions of confidentiality and security to ensure your information is handled in a manner consistent with the Australian Privacy Principles.

### **Access and corrections**

You may access your personal information and credit information held by us, and advise if you think it is inaccurate, incomplete or out-of-date. You may do so by contacting:

**David Jones Pty Ltd**  
The Privacy Officer  
Building 2, 572 Swan Street  
Burnley VIC 3121

**American Express**  
The Privacy Officer  
GPO Box 1582  
Sydney NSW 2001  
Phone: 1300 132 639

### **How we store your personal information**

We store personal information in a combination of secure computer storage facilities and paper-based files and other records. We have taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. We use generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means. We take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

### **Information about other persons**

If you provide personal information about someone else to American Express or David Jones, you must make sure that the individual has seen, understood and agreed to:

- their personal information being collected, used and disclosed in accordance with this notice;
- their ability to access that information in accordance with the Privacy Act and to advise us if they think the information is inaccurate, incomplete or out-of-date;
- the contact details of the David Jones and American Express privacy officers.

# AMERICAN EXPRESS CREDIT GUIDE

## Definitions

Throughout this credit guide the following words have special meanings:

'American Express', 'we', 'us' means American Express Australia Limited (ABN 92 108 952 085, Australian Credit Licence and AFS Licence No. 291313).

'You' or 'your' means the person to whom this credit guide has been provided.

## About American Express

American Express has registered as a credit provider under the National Consumer Credit Protection Act. You can contact American Express in the following ways:

Mail:

American Express Australia Limited  
GPO Box 1582  
Sydney NSW 2001  
Telephone: 1300 132 639

## Resolving Disputes

American Express is committed to customer satisfaction as part of its service philosophy. American Express has established internal procedures to resolve complaints, whilst also being a member of an external dispute resolution scheme.

If you have a complaint about the provision of our credit services, please take the following steps:

- Please contact us by phone on the above number to discuss your complaint.
- If your complaint is not satisfactorily resolved within twenty (20) business days, please address your complaint in writing to:  
The Complaints Manager  
American Express Australia Limited  
GPO Box 1582  
Sydney NSW 2001
- American Express makes every endeavour to resolve complaints in a prompt and fair manner, having regard to the law. If however you continue to remain dissatisfied with American Express' decision, you may seek to have your complaint considered by the Australian Financial Complaints Authority (AFCA), an independent, external dispute resolution body.

Please note that AFCA will refer you to American Express if you didn't first raise your complaint with us.

You may contact AFCA by the following means:

**Mail:**

**Australian Financial Complaints Authority**

GPO Box 3

Melbourne VIC 3001

T: 1800 931 678

F: +61 3 9613 6399

E: [info@afca.org.au](mailto:info@afca.org.au)

[www.afca.org.au](http://www.afca.org.au)

- The Australian Securities and Investments Commission also has an Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

**Assessment of Unsuitability (applicable for credit contracts entered into from 1 January 2011)**

From 1 January 2011, before we enter into a credit contract with you, or increase your credit limit, we must undertake an assessment to ensure that the credit contract or increased limit would not be 'unsuitable' for you.

As part of this assessment we will make reasonable inquiries about your financial situation and your requirements and objectives and then take reasonable steps to verify your financial situation.

We must not offer you a credit contract, or increase in credit limit, if we assess it as unsuitable for you. We will assess it as unsuitable if you will be unable to comply with your financial obligations under the credit contract, could only comply with substantial hardship, or it will not meet your requirements or objectives.

You may request a copy of your assessment up until 7 years after we enter into a credit contract with you, or increase your credit limit. We must provide the assessment to you in accordance with the timeframes below:

If you request your assessment	We must provide it
Before we enter into a credit contract with you or increase your credit limit.	Before entering the credit contract or increasing the credit limit.
Within 2 years after we enter into a credit contract with you or increase your credit limit.	Within 7 business days after we receive the request.
After 2 years but within 7 years after we enter into a credit contract with you or increase your credit limit.	Within 21 business days after we receive the request.

Note that we are not required to give you a copy of the assessment if we do not enter into a credit contract with you or increase your credit limit.

# INFORMATION STATEMENT

## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider (American Express, we, us). It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, contact our external dispute resolution scheme the Australian Financial Complaints Authority (AFCA) on 1800 931 678 or write to them at: Australian Financial Complaints Authority, GPO BOX 3, Melbourne VIC 3001, or get legal advice.

## THE CONTRACT

### 1. How can I get details of my proposed credit contract?

We must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to us so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by us has not been used to acquire goods or services for which credit is to be provided under the contract.



However, you will still have to pay any fees or charges incurred before you terminated the contract.

#### 4. Can I pay my credit contract out early?

Yes. Pay us the amount required to pay out your credit contract on the day you wish to end your contract.

#### 5. How can I find out the pay out figure?

You can write to us at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a fee for the statement.

#### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits us to charge one) and other fees.

#### 7. Can my contract be changed by American Express?

Yes, but only if your contract says so.

#### 8. Will I be told in advance if American Express is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by us;

except where the change reduces what you have to pay or the change happens automatically under the contract.

#### 9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to us. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, GPO Box 3, Melbourne VIC 3001 or [www.afca.org.au](http://www.afca.org.au).

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au)

## **INSURANCE**

### **10. Do I have to take out insurance?**

We can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, we can not insist that you use any particular insurance company.

### **11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by us. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by us then, within 14 days of that happening, we must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

### **12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13. In that case, what happens to the premiums?**

We must give you a refund or credit unless the insurance is to be arranged with another insurer.

## **GENERAL**

### **14. What do I do if I can not make a repayment?**

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

15. What if American Express and I cannot agree on a suitable arrangement?

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong. If we still refuse your request, you can complain to the external dispute resolution scheme (AFCA) that we belong to. Further details about this scheme are set out below in question 17.

16. Can American Express take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact AFCA or ASIC, or get legal advice.

17. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT AMERICAN EXPRESS. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING AFCA. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US, YOU CAN CONTACT OUR EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

AFCA IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. OUR EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED AT 1800 931 678 OR WRITE TO THEM AT: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY, GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

# FINANCIAL SERVICES GUIDE

ISSUED JUNE 2019

This Financial Services Guide is issued by:

American Express Australia Limited (ABN 92 108 952 085, Australian Credit Licence and AFS Licence No. 291313); and David Jones Pty Limited (ABN 75 000 074 573) as an Authorised Representative.

## Definitions

Throughout this document the following words have special meanings:

- 'American Express' means American Express Australia Limited
- 'David Jones' means David Jones Pty Limited
- 'you' means the person to whom this Financial Services Guide has been provided
- 'we, us' means American Express and David Jones.

## Welcome to American Express and David Jones

This Financial Services Guide (FSG) is designed to help you decide whether to use the financial services we provide and explains:

- the products and services we can offer you;
- how we, and others, are remunerated for the services offered to you;
- our internal and external complaints handling procedures.

This FSG is one of a number of documents that our representatives may supply to you when we provide financial services to you.

For certain financial products which we offer to you or about which we give you financial product advice, we will give you a Product Disclosure Statement (PDS) for that product. This PDS will assist you in making an informed decision about a particular product and contains a range of general information about the product being offered, including:

- the significant features and characteristics of the product;
- the significant benefits and risks associated with holding the product;
- information about the cost of the product; and
- information about any cooling off rights applicable in relation to the product.

## Customer Instructions

Depending on the financial product or service that we supply to you, you may provide us with instructions verbally, in writing, by facsimile or by other electronic means.

We generally require your signature for verification. However, depending on the product or service, special arrangements may be in place to receive your instructions by facsimile, telephone or electronically.

Please refer to the relevant Product Disclosure Statement for each particular financial product for further information.

## Products and Services which American Express is licensed to provide and David Jones is authorised to provide

American Express holds an Australian Financial Services Licence. This licence authorises American Express to deal in and provide advice and services in relation to life risk and general insurance products.

David Jones has been appointed by American Express as its authorised representative to provide general advice in relation to Consumer Credit Insurance, comprising general insurance and life risk products.

American Express has authorised the provision of this FSG by David Jones. American Express has also authorised David Jones to provide advice in relation to general insurance and life risk products, on American Express' behalf. In providing the relevant services, David Jones does not act on your behalf.

For each of these products we can provide general financial advice. Our general advice does not take into account your personal objectives, financial situation or needs.

We generally do not provide personal financial advice. In addition, American Express also offers the following products which do not meet the definition of a financial product under the Corporations Act (Cth):

- Credit Cards and Charge Cards (personal and business);
- Merchant transaction acquiring; and
- Personal lending.

In relation to these services, you will not receive a Product Disclosure Statement and certain other processes contained within this document may not apply.

## **We may offer products of other issuers**

If we sell to you products issued by other product issuers, we generally act on behalf of that other product issuer.

We act on behalf of other issuers when it sells general insurance and life risk insurance (including travel insurance).

## **What remuneration does American Express receive for providing the financial services?**

Third Parties

American Express may receive commissions and other remuneration or benefits for selling financial products on behalf of third parties or for successfully referring a customer of American Express or a related company of American Express to a third party. Details of this remuneration are as follows:

General insurance issued by Chubb Insurance Australia Limited ABN 23 001 642 020, AFS Licence No. 239687	Up to 45% of the premium is received from Chubb Insurance Australia Limited
Life risk insurance issued by Prefsure Insurance Limited	Up to 17% of the premium is received from Transamerica Direct Marketing Australia Pty Ltd

David Jones may also receive a share of this commission under the contractual arrangements between American Express and David Jones in relation to the David Jones American Express Card.

We identify insurance providers and products that may be of interest to some of our Card Members. In this role, we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity outside the country may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

## **Remuneration or other benefits received by our team members**

All our team members receive a salary. Some team members may also receive commissions or other benefits in addition to their salary. The payment of commissions or other benefits generally arises where team members are engaged in roles which are related to providing advice or selling a financial product or otherwise affiliated with an area which is involved in the selling of a financial product or service. Our team members may receive these commissions or benefits in one or more of the following ways:

- Payments for reaching sales targets generated either by their own sales or through the achievement of sales targets by their team or business unit;
- Payments for each policy opened or for each service provided;
- Payments based on the total value of products sold or volume of sales transacted by an account opened by a team member.

Benefits are usually monetary, but may also be nonmonetary. American Express pays monetary benefits directly to the eligible team member.

Non-monetary benefits may include, amongst other things, shares, options, discounted (or pre-paid) travel or accommodation and gift vouchers.

## **Payment of benefits to those who refer customers to us**

We may pay to related companies, or external parties who refer customers to us, a commission or other benefit.

Such payments could be in the form of a single one-off payment or other benefit or otherwise a payment calculated as a percentage of the total amount of sales generated.

## **Compensation Arrangements**

American Express has professional indemnity insurance and internal procedures in place which satisfy the requirements under s912B of the Corporations Act 2001 ('the Act'). The insurance covers losses incurred by individuals and small businesses arising out of a breach by American Express of its obligations under Chapter 7 of the Act. This policy covers the professional services provided by employees and representatives of American Express even where that employee or representative has subsequently left the employ of American Express.

## **Privacy and Personal Information**

We are proud of our reputation for, and commitment to, safeguarding information about our customers. In Australia, we adhere to the Australian Privacy Principles and the Privacy Act 1988 (Cth). A copy of our Joint Privacy Policy is located at [americanexpress.com.au/djprivacy](http://americanexpress.com.au/djprivacy) or may be obtained by contacting us.

## **Who should you contact if you have a complaint regarding the provision of financial services by us?**

We are committed to customer satisfaction as part of our service philosophy. We have established internal procedures to resolve complaints and American Express is also a member of an external dispute resolution scheme. If you have a complaint about the provision of our financial services, please take the following steps:

- Please direct your complaints, at first instance, to the point of purchase. In the case of complaints regarding general insurance (including travel insurance) or life risk insurance, please contact the insurance company or their agent directly.
- If your complaint is not satisfactorily resolved within twenty (20) business days, please address your complaint in writing to:

The Complaints Manager  
American Express Australia Limited  
GPO Box 1582  
Sydney NSW 2001

We make every endeavour to resolve complaints in a prompt and fair manner, having regard to the law. If however you continue to remain dissatisfied with our decision, you may seek to have your complaint considered by the Australian Financial Complaints Authority (AFCA), an independent, external dispute resolution body. Please note that AFCA will refer you to us if you didn't first raise your complaint with us.

You may contact AFCA by the following means:

### **Mail:**

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

T: 1800 931 678  
F: +61 3 9613 6399  
E: [info@afca.org.au](mailto:info@afca.org.au)  
[www.afca.org.au](http://www.afca.org.au)

The Australian Securities and Investments Commission also has an Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.



## **Contacting Us**

You can contact us in the following ways:

**Mail:** American Express Australia Limited  
GPO Box 1582  
Sydney NSW 2001

**Telephone:** 1300 36 89 89

**Mail:** David Jones Pty Limited  
GPO Box 3798  
Sydney NSW 2001

**Telephone:** 1300 36 89 89

American Express Australia Limited  
(ABN 92 108 952 085)  
Australian Credit Licence No. 291313

® Registered Trademark of American Express Company.  
The following pages contain important information about Your  
David Jones American Express Card complimentary insurance  
and should be read carefully and stored in a safe place.

# DAVID JONES AMERICAN EXPRESS CARD PURCHASE PROTECTION TERMS AND CONDITIONS CARD MEMBER INSURANCES

COVER IS EFFECTIVE FROM 1 JUNE 2019

NOT AVAILABLE ON THE DAVID JONES STORECARD

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

Please note that amounts quoted are in Australian dollars.

## ACTIVATION OF PURCHASE PROTECTION COVER:

Purchase of Eligible Items on a David Jones  
American Express Card

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer.

Chubb can be contacted as follows:

Postal Address: GPO Box 4065, Sydney NSW 2001

Telephone: 236 023

Overseas Telephone: +61 2 9335 3492

Facsimile: +61 2 9335 3467

Email: [CardmemberServices.ANZ@Chubb.com](mailto:CardmemberServices.ANZ@Chubb.com)

## TERMS AND CONDITIONS

### Important Information about this cover

These Terms and Conditions set out important information about Purchase Protection for David Jones American Express Card Members.

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

American Express Australia Limited (ABN 92 108 952 085, Australian Credit Licence and AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000 (AEAL) holds a Master Policy (Policy Number 09DJAXPP01, the "Master Policy") with the insurer 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.

Under the Master Policy, You get automatic access to the benefits detailed in these Terms and Conditions (subject to the relevant terms and conditions specified) provided by Chubb as the insurer. You are not charged by Chubb for these benefits and can access the benefits if You are a David Jones American Express Card Member.

This is pursuant to a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). AEAL 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 AEAL nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001 (Cth)) of Chubb or any of its related companies.

AEAL is not authorised to provide any advice, recommendations or opinions about this insurance to David Jones American Express Card Members on behalf of Chubb.

No advice is provided by Chubb on whether this insurance is appropriate for Your needs, financial situation or objectives. Before deciding, 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.

These Terms and Conditions were prepared on 1 June 2019.

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

Information in this document may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling AEAL on 1300 36 89 89. Chubb will issue a new document or a supplementary document to AEAL, to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

## Benefits and Scope of Cover

The terms of cover set out on the following pages 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 a David Jones American Express Card Member until the time access to the benefit terminates (see page 50), entitled to coverage for: 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.

Section	Benefit	Maximum Sum Insured (AUD)	Summary	Page
PURCHASE PROTECTION COVER				
A	Purchase Protection Cover	\$20,000 in any one year \$3,000 per any one item for David Jones American Express Card and \$3,500 per any one item for David Jones American Express Platinum Card	Cover for theft or damage to Eligible Item within 90 days of purchase	50

## Termination

Cover will terminate at the earlier of the following:

- cancellation of Your David Jones American Express 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.

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 preparation date on the front page of this document.

## **DEFINITIONS**

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

David Jones American Express Card Member means the primary holder of the David Jones American Express Card, including the holder of any Additional David Jones American Express Cards, issued by American Express Australia Limited (ABN 92 108 952 085 Australian Credit Licence Number 291313), billed from Australia and in Australian dollars.

Eligible Item means an item that is:

- (i) purchased solely for personal use;
- (ii) new and has not been used; and
- (iii) the cost of which has been charged to Your David Jones American Express Card.

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

Purchase Price means the amount shown on Your David Jones American Express Card statement of account.

Spouse means a David Jones American Express Card Member's husband, wife, fiancé(e) or a de facto and/or life partner with whom the David Jones American Express Card Member has continuously cohabited for a period of six (6) months or more.

Public Place means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafés, 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.

You/Your means any person provided they are a David Jones American Express Card Member or their Spouse or Dependent Child.

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

## **BENEFITS**

### **SECTION (A) PURCHASE PROTECTION COVER**

#### **Cover**

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

#### **1. Theft or damage of Eligible Items**

Following theft or damage to an Eligible Item within ninety (90) days of purchase, We will repair the Eligible Item or

credit Your David Jones American Express Card Account with an 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) \$3,000 per event for David Jones American Express Card and \$3,500 per event for David Jones American Express Platinum Card.

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

1. If an Eligible Item has been partially paid for with Your David Jones American Express Card Account, then We will only pay such percentage of the purchase price that was paid with Your David Jones American Express 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 usable 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 David Jones American Express Card Account and upon request. You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.

### **Exclusions under Purchase Protection Cover**

Cover does not extend to:

1. damage to Eligible Items physically abused by You or the recipient of a gift;
2. lost or stolen Eligible Items not reported to the police within forty-eight (48) hours of discovery of the loss and where a written police report has not been obtained;
3. Eligible Items which are left Unattended in a Public Place;
4. normal wear and tear to Eligible Items;
5. damage to Eligible Items caused by product defects;
6. theft of or damage to Eligible Items in a vehicle;

7. theft of or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You;
8. theft of or damage to cash, its equivalents, travellers cheques, tickets or negotiable instruments;
9. theft of or damage to animals, living plants, perishable goods;
10. theft of or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), PDAs, Blackberry/mobile phones and their accessories, whilst at your place of employment.

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

1. AUD50 per person, per claim.

### **GENERAL CONDITIONS**

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.
2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. To the extent permitted by law, We will only provide cover to You in excess of loss, damage or liability that is covered by any of the following types of insurance entered by You before or after You have access under this cover:
  - (a) insurance that You are required to effect under 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;
  - (l) comprehensive motor vehicle insurance;
  - (m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.
4. We will not cover losses under any sections of these Terms and Conditions which are recoverable from any other source, or arising from 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.

## **HOW TO MAKE A CLAIM**

### **When making a claim under David Jones American Express Card Insurance You must:**

1. supply Your David Jones American Express 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. To make a non-emergency claim, please visit [www.americanexpress.com/australia/claims](http://www.americanexpress.com/australia/claims), within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.



2. For a claim form please contact Us on 1300 236 023 or +61 2 9335 3492 from overseas.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
5. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
6. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

## **COMPLAINTS AND DISPUTE RESOLUTION**

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### **Stage 1 – Complaint Handling Procedure**

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
T 1800 815 675  
E [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

The members of our complaint-handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will

work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

## **Stage 2 – Internal Dispute Resolution Procedure**

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O: +61 2 9335 3200  
F: +61 2 9335 3411  
E: [DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Terms of Reference.

If your complaint or dispute falls outside AFCA Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

### **Stage 3 – External Dispute Resolution**

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Terms of Reference.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the AFCA Terms of Reference, the General Insurance Division of AFCA offers a free and accessible dispute resolution service to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
T: 1800 931 678  
F: +61 3 9613 6399  
E: [info@afca.org.au](mailto:info@afca.org.au)  
[www.afca.org.au](http://www.afca.org.au)

If you would like to refer your dispute to AFCA you must do so within 2 years of the date of our internal dispute determination. AFCA may still consider a dispute lodged after this time if AFCA considers that exceptional circumstances apply.

### **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](http://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, which may be located outside Australia (such as in the Philippines or USA). 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 1988 (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](mailto: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](mailto:Privacy.AU@chubb.com)

This page has been left blank intentionally.



DAVID JONES

AMERICAN  
EXPRESS