

American Express Essential[®]
Credit Card Insurance
Terms and Conditions

Effective from 1 May 2019



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American Express Essential® Credit Card Insurances

Policy Number: 09NACECCPP

Cover is effective from 1 May 2019

This booklet contains important information about Your American Express Essential Credit Card complimentary insurance and should be read carefully and stored in a safe place.

Please familiarise Yourself with its contents and refer to it in the event of a claim situation. We want to ensure You are clear about what Your American Express Essential Credit Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call Chubb Insurance on 1800 236 023 and Our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars.

ACTIVATION OF PURCHASE PROTECTION COVER:
Cover is effective when You purchase Eligible Items on the American Express Essential Credit Card in Australia.
ACTIVATION OF REFUND PROTECTION COVER:
Cover is effective when You purchase Eligible Items on the American Express Essential Credit Card in Australia.
ACTIVATION OF BUYER'S ADVANTAGE COVER:
Cover is effective when You purchase Eligible Products on the American Express Essential Credit Card in Australia.
ACTIVATION OF SMARTPHONE SCREEN INSURANCE:
Cover is effective for each Smartphone when You pay the total cost of a: <ul style="list-style-type: none">• Smartphone outright in a single transaction, or• Smartphone on a monthly contract, or• a minimum 12 month "SIM Only" contract<ol style="list-style-type: none">a) With your American Express Essential Credit Card; orb) With your American Express Membership Rewards points. <p>Important: Where the Smartphone monthly contract or SIM Only plan commences with an alternative payment method before You switch to making your monthly payment with Your American Express Essential® Credit Card, cover will commence thirty (30) days after the date of the first monthly payment on Your American Express Essential® Credit Card.</p>

For claims and general enquiries about these Terms and Conditions, please contact Chubb:

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

Address: Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000

Postal Address: GPO Box 4907, SYDNEY NSW 2001

Telephone: 1800 236 023

Overseas Telephone: +61 2 9335 3492

Facsimile: +61 2 9335 3467

Email: Cardmemberservices.ANZ@chubb.com

TERMS AND CONDITIONS

IMPORTANT INFORMATION ABOUT THIS COVER

These Terms and Conditions set out important information about Purchase Protection, Refund Protection, Buyer's Advantage and Smartphone Screen Insurance for American Express Essential Credit Card Members.

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

AEAL holds a Master Policy (Chubb reference number 09NACECCPP), the "Master Policy", with Chubb.

Under the Master Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the 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 an American Express Essential Credit Card Member.

Access to this insurance is provided to You solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth). You are not a contracting insured (ie. You cannot vary or cancel the cover – only AEAL can do this) and You do not enter into any agreement with Us. 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 on behalf of Chubb.

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

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

Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and American Express Essential Credit Card account statement showing any purchases made.

Updating these Terms and Conditions

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at americanexpress.com.au/essential-insurance. 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.

Other Insurance

The insurance cover described in this document is provided for Your benefit under the Master Policy entered into between Chubb and AEAL. If You are entitled to receive a benefit or make a claim under another policy (for example a home and contents policy, an alternative Smartphone Policy or the American Express Travel Insurance Policy Wording and Product Disclosure Statement) in respect of the same loss as Your claim under this Master Policy, then Chubb is not liable to provide indemnity under this Master Policy until the amount of any indemnity under the other policy is exhausted. Therefore, any insurance cover under this Master Policy in respect of the same loss shall only be excess insurance cover over and above the applicable other policy.

BENEFITS AND SCOPE OF COVER

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

SECTION	BENEFIT	SUMMARY	PAGE
A	Purchase Protection Cover	Cover for: <ul style="list-style-type: none">• Theft or damage to an Eligible Item within 90 days of purchase. Excess: \$50 per claim	7
B	Refund Protection Cover	Cover for: <ul style="list-style-type: none">• the Purchase Price of an unused Eligible Item if You try to return it to the Retailer within 90 days of the purchase and the Retailer will not take it back.• Only applies to Eligible Items with a Purchase Price of over \$50.	7
C	Buyer's Advantage Cover	Cover for: <ul style="list-style-type: none">• the breakdown or defect of Eligible Products during the Buyer's Advantage Period.	8
D	Smartphone Screen Insurance	Cover for: <ul style="list-style-type: none">• breakage of Smartphone front screens following accidental drop or impact whilst the American Express Essential Credit Card is active. Excess: 10% of repair cost	9

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.

Termination

Cover will terminate at the earlier of the following:

- cancellation of Your American Express Essential Credit Card account; or
- termination of the Master Policy.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time. A copy of any updated information is available to You at no cost by visiting the website at americanexpress.com.au/essential-insurance.

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

DEFINITIONS

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

AEAL means American Express Australia Limited (ABN 92 108 952 085, Australian Credit Licence and AFS Licence No. 291313) of 12 Shelley Street Sydney NSW 2000, the Master Policy holder.

American Express Essential Credit Card means the basic American Express Essential Credit Card, including any Additional American Express Essential Credit Cards, issued by AEAL, billed from Australia and in Australian dollars.

Appointed Claims Handler means Chubb or its claims handling agent and/or representative.

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

Dependent Child means the American Express Essential Credit Card Member's legally dependent child up to and including the age of twenty-two (22), including a stepchild or legally adopted child, who is wholly dependent on the American Express Essential Credit Card Member for financial support.

Eligible Item means an item:

1. that is purchased solely for personal use; and
2. that is new and has not been used; and
the cost of which has been charged to Your American Express Essential Credit Card.

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

Public Place means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.

Purchase Price means the amount shown on Your American Express Essential Credit Card billing statement.

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

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

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.

Waiting Period means the period of time for and in respect of which no benefits are payable.

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

You/Your means any person provided they are an American Express Essential Credit Card Member or their Spouse or Dependent Child.

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 reimburse You with the replacement amount not exceeding the original Purchase Price of the Eligible Item.

We will pay up to:

- a) \$10,000 in any one (1) three hundred and sixty-five (365) day period;
- b) \$2,500 per event;

Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your American Express Essential Credit Card account, then We will only pay such percentage of the purchase price that was paid with Your American Express Essential Credit 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 American Express Essential Credit 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. 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 or damage to Eligible Items in a vehicle.
7. theft, or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You.
8. theft of, or damage to, cash, its equivalents, travellers' cheques, tickets or negotiable instruments.
9. theft of or damage to animals, living plants or perishable goods.
10. theft of, or damage to, electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), PDAs and Smartphones and their accessories, whilst at Your place of employment.

Excess applicable to Purchase Protection Cover

\$50 per claim.

SECTION (B) REFUND PROTECTION COVER

Cover

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

1. Refund protection of unused Eligible Items

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

We will pay:

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

Terms and Conditions applicable to Refund Protection Cover

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

Exclusions under Refund Protection Cover

Cover does not extend to :

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

Excess applicable to Refund Protection Cover

Nil

SECTION (C) BUYER'S ADVANTAGE COVER

Specific Definitions under Buyer's Advantage Cover

Buyer's Advantage Period means:

1. in the case of an Original Warranty of one (1) year or less, a period of the same length as that Original Warranty; or
2. in the case of an Original Warranty of between one (1) and five (5) years, a period of one (1) year.

Eligible Product(s) means a product which:

1. is purchased by You in full using Your American Express Essential Credit Card account;
2. is purchased new (i.e. it must not have been used in any way prior to the time of purchase);
3. is purchased with an original manufacturer's serial number;
4. is covered under an Original Warranty;
5. is only used wholly for personal, domestic or non-commercial purposes;
6. is not within the Excluded Products list; and
7. has a purchase price of less than or equal to \$7,000 (including GST).

Excluded Product(s) are:

1. boats, automobiles, motor boats, airplanes and any other motorised vehicles and their integral parts;
2. any toys and games of any description including but not limited to computerised, mechanical or electronic toys and games;
3. real property or movable fixtures or fittings which are intended to become part of a real property purchase;
4. products with a manufacturer's warranty that exceeds five (5) years.

Original Warranty means a manufacturer's written warranty that does not exceed five (5) years and is applicable within Australia to the Eligible Product.

Cover

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

You will receive cover for the breakdown or defect of Eligible Product(s) purchased by You using Your American Express Essential Credit Card account provided that such breakdown or defect would have been covered by the Original Warranty and occurs between the date that the Original Warranty expired and the end of the Buyer's Advantage Period (see table below).

WHERE THE ORIGINAL WARRANTY PERIOD IS:	THE BUYER'S ADVANTAGE PERIOD IS:
7 days	7 days commencing at the end of the Original Warranty period
14 days	14 days commencing at the end of the Original Warranty period
1 month	1 month commencing at the end of the Original Warranty period
1–5 years	1 year commencing at the end of the Original Warranty period
5+ years	No Cover

We may at Our option:

1. repair, rebuild or replace the Eligible Product; or
2. pay the reasonable costs to repair, rebuild, or replace the Eligible Product; or
3. pay the actual purchase price (including GST) of the Eligible Product(s) charged to the American Express Essential Credit Card account; and
the maximum amount We will pay for all claims by You in any one (1) twelve (12) month period is \$7,000 (including GST).

You must keep a copy of the Original Warranty, the sales receipt and American Express Essential Credit Card account statement showing purchases of any Eligible Product(s) as You will need to provide these when making any claim.

Exclusions under Buyer's Advantage Cover:

Buyer's Advantage does not cover:

1. any loss or damage caused by a failure to take reasonable care to protect and maintain an Eligible Product against loss or damage or mitigate any loss or damage to an Eligible Product.
2. any costs other than for parts and/or labour costs resulting from a covered breakdown or defect;
3. any obligations, costs or losses beyond those set out in the Original Warranty;
4. any payments, costs, expenses or claims for bodily injury, property damage, consequential loss or damage, loss of profit, punitive damages or legal costs associated in any way with an Eligible Product;
5. any repair or rebuilding undertaken other than by Chubb or its authorised representatives;
6. any Excluded Product(s).

Making a claim under Buyer's Advantage Cover

You must:

1. provide a copy of the Original Warranty to Us.
2. provide a detailed explanation and proof of breakdown and defects to Us, including sales receipt and Your American Express Essential Credit Card account statement showing the purchase and any other documentation necessary to support Your claim.
3. disclose to Us details of any other insurance cover under which You may be entitled to claim.
4. retain the Eligible Product(s) for inspection by Us or Our authorised representative.
5. give Chubb all necessary information and assistance We reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which it shall or would become entitled or subrogated upon it making good any loss or damage under this Policy.

SECTION (D) SMARTPHONE SCREEN INSURANCE

Specific Definitions under Smartphone Screen Cover

Purchase or Purchased means:

1. pay for a Smartphone in a single transaction using Your American Express Essential Credit Card (including through redemption of American Express Membership Rewards® points); or
2. pay for a Smartphone on a monthly contract using Your American Express Essential Credit Card.

SIM Only Plan means:

an ongoing monthly contract which you are contracted to for a minimum 12 month term, for the provision of data, calls and texts, paid for using Your American Express Essential Credit Card, which is utilised on a Smartphone owned by You. Where the monthly contract commences with an alternative payment method before You switch payment to Your American Express Essential Credit Card, cover will commence thirty (30) days from the date of the first monthly payment on Your American Express Essential Credit Card.

SIM Only Plan does not mean: month to month contracts, 'no lock-in contracts', prepaid, top up or add-on plans or purchases.

Smartphone means:

an electronic device used for mobile telecommunications over a cellular network (including but not limited to BlackBerry, Apple iPhone, Samsung and similar).

Smartphones utilising Your SIM Only Plan are restricted to a maximum age of three (3) years.

Smartphone does not mean tablets or smart watches.

Additional Card Member means:

1. a person who has been issued an Additional Card on an American Express Essential Credit Card and may previously have been referred to as a Supplementary Card Member; and
2. their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
3. their legally dependent children (including stepchildren or legally adopted children) who are twenty-two (22) years of age or less and wholly dependent on them for financial support.

You/Your means:

1. a Primary Card Member;
2. **and** Additional Card Members

Cover

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

You are eligible to receive reimbursement for the repair cost of up to \$500 if Your Smartphone suffers front screen breakage resulting from an accidental drop or impact, whilst Your American Express Essential Credit Card is active and if You have fulfilled the activation requirements (as outlined on page 3) for Smartphone Screen Cover. Reimbursement is restricted to two (2) eligible claims in any one (1) twelve (12) month period commencing the Date Your American Express Essential Credit Card was established.

Exclusions under Smartphone Screen Cover

Cover does not extend to:

1. replacement of any other parts of the Smartphone, other than the glass or plastic front screen, unless the manufacturer's authorised process determines a replacement by way of a like-for-like refurbished Smartphone of the exact same model;
2. Smartphone screen breakage resulting from:
 - a) any process of cleaning, servicing, inspection, maintenance, adjustment or repair;
 - b) breach of the manufacturer's operating or guidance instructions;
 - c) wear and tear or gradual deterioration of the equipment, or any damage that cannot be attributed to a single incident;
 - d) corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen damage;
 - e) any wilful act, misuse or negligent use of the equipment by You or anyone authorised by You to use the equipment;
 - f) any unlawful act committed or attempted by You or by anyone authorised by You to use the equipment; and
 - g) any competitive sports activity;
3. events occurring within the thirty (30) day waiting periods, when You have switched monthly payment method from alternative provider to Your American Express Essential Credit Card and the first payment has been made on your American Express Essential Credit Card;
4. For SIM Only plans, Smartphones of three (3) years of age and older at the time of the Smartphone screen breakage
5. Smartphones You cannot adequately substantiate belong to You.

Excess applicable to Smartphone Screen Cover

10% of the repair cost

Making a claim under Smartphone Screen Cover

You must:

1. notify Us of damage by submitting a claim online at www.americanexpress.com/australia/claims
2. include the following documents with your claim notification:
 - a) receipt for the Smartphone front screen repair; and
 - b) copy of your American Express Essential Credit Card statement(s) showing the Purchase of Your Smartphone or payment of Your monthly contract or Sim-Only Plan on your American Express Essential Credit Card for the Smartphone being claimed for.
 - c) copy of Your contract showing the Smartphone belongs to You and;

- d) for SIM Only Plans a copy of:
 - i. the 12 month contract
 - ii. Your Smartphone receipt proving it is less than 3 years old.

GENERAL TERMS AND CONDITIONS APPLICABLE

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, either before or after You have access under this cover:
 - a) insurance that you are required to effect under Australian laws;
 - b) travel insurance;
 - c) life insurance;
 - d) consumer credit insurance;
 - e) credit card insurance;
 - f) private health insurance;
 - g) home and contents insurance;
 - h) business insurance;
 - i) public liability insurance;
 - j) income protection insurance;
 - k) third party property motor vehicle insurance; or
 - l) comprehensive motor vehicle insurance; and
 - m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.
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

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 claim, please submit a written notice of a claim to The Claims Department, Chubb Insurance Limited, GPO Box 4907, Sydney NSW 2001, or by facsimile on +61 2 9335 3467, within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter. Your failure to furnish Us with notice within the time provided in these Terms and Conditions will not invalidate any claim but We may reduce Our liability
2. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
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 4907
Sydney NSW 2001
Tel: 1800 815 675
Email: 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 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 4907
Sydney NSW 2001
Tel: +61 2 9335 3200
Fax: +61 2 9335 3411
Email: 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 the 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 (AFCA)
GPO Box 3
Melbourne VIC 3001
Tel: 1800 391 678
Fax: +61 3 9613 6399
Email: info@afca.org.au
Web: 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.

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 of 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.

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.

GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

FINANCIAL CLAIMS SCHEME

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to www.fcs.gov.au for more information.

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All information correct at 1 May 2019