

American Express®  
Platinum Card  
Insurance  
Australia

Terms & Conditions  
Effective 1 January 2017



**AMERICAN EXPRESS**  
The Platinum Card

**Postal Address**

American Express Australia Limited  
Card Member Services  
GPO Box 1582  
Sydney NSW 2001

**Lost or Stolen Cards in Australia**

Telephone 1300 132 639

**Overseas**

Call collect (reverse charges) to Australia  
+61 2 9271 8666

**Account Enquiries**

Telephone: 1300 132 639 (in Australia)  
Internet: [americanexpress.com.au](http://americanexpress.com.au)

**Policy Number: 09NACPLT06. Cover is effective from 1 January 2017.  
These Terms and Conditions were prepared on 1 December 2016.**

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

Please familiarise Yourself with its contents. We want to ensure You are clear about what Your American Express Platinum Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call the number overleaf and Our insurance team will be happy to assist You with any enquiries.

**Please note that amounts are quoted in Australian dollars, unless otherwise stated.**

## Table of Contents

01. Eligibility and Activation of Insurance Benefits	3
02. Summary of Benefits and Scope of Cover	4
03. Important Information About this Cover	6
04. Definitions	7
05. Benefits	9
Section (A) Transport Accident Cover	9
Section (B) Card Account Balance Waiver Cover	10
Section (C) Travel Inconvenience Cover	10
Section (D) Medical Emergency Expenses Cover	10
Section (E) Resumption of Journey Cover	12
Section (F) Baggage, Money and Documents Cover	12
Section (G) Travel Cancellation Cover	13
Section (H) Personal Liability Cover	14
Section (I) Loss of Income Cover	15
Section (J) Hijack Cover	15
Section (K) Kidnap Cover	15
Section (L) Purchase Protection Cover	16
Section (M) Refund Protection Cover	16
Section (N) Buyer's Advantage Cover	17
Section (O) Loss Damage Waiver Cover	18
06. General Terms and Conditions Applicable to all Sections A – O Above.	19
07. Platinum Assistance Services	19
Section (P) Legal Assistance	19
Section (Q) Roadside Assistance	20
Section (R) Home Assistance	21
08. How to Make a Claim	21
09. Complaints and Dispute Resolution	22
10. Privacy	22
11. General Insurance Code of Practice	22
12. Financial Claims Scheme and Compensation Arrangements	22

## 01. Eligibility and Activation of Insurance Benefits

**Important:** In order to be eligible for the complimentary insurance benefits, You must first purchase the full fare for a Trip, or an Eligible Item, on the American Express Platinum Card Account. See the table below for details about when You are eligible for cover:

### Activation of Transport Accident and Card Account Balance Waiver Cover:

Cover is effective when You pay the full fare for a Trip:

- i) on the American Express Platinum Card Account; or
- ii) with American Express Membership Rewards points; or
- iii) with any other travel rewards or frequent flyer points provided the taxes and/or surcharges have been charged to Your American Express Platinum Card Account.

### American Express Not Accepted

Cover is effective if You cannot pay the full fare for a Trip on Your American Express Platinum Card Account because the provider does not accept American Express as a form of payment. You must be able to supply proof of purchase and the name and address of the provider who would not accept your American Express Platinum Card Account.

### Activation of Travel Insurance Cover:

Cover is effective when You pay the full fare for a Trip:

- i) on the American Express Platinum Card Account; or
- ii) with American Express Membership Rewards points; or
- iii) with any other travel rewards or frequent flyer points provided the taxes and/or surcharges have been charged to Your American Express Platinum Card Account.

### American Express Not Accepted

Cover is effective if You cannot pay the full fare for a Trip on Your American Express Platinum Card Account because the provider does not accept American Express as a form of payment. You must be able to supply proof of purchase and the name and address of the provider who would not accept your American Express Platinum Card Account.

### Activation of Purchase Protection Cover:

Cover is effective when You purchase Eligible Items on the American Express Platinum Card Account.

## THE AMERICAN EXPRESS PLATINUM CARD

<b>Activation of Refund Protection Cover:</b>
Cover is effective when You purchase Eligible Items on the American Express Platinum Card Account in Australia.
<b>Activation of Buyer's Advantage Cover:</b>
Cover is effective when You purchase Eligible Products on the American Express Platinum Card Account.
<b>Activation of Loss Damage Waiver Cover:</b>
Cover is effective when You take legal control of the Rental Vehicle and the entire cost is charged to the American Express Platinum Card Account.
<b>Activation of Platinum Assistance Services</b>
Cover is effective whilst You are a Primary Card Member or Supplementary Card Member.

**Important:** Supplementary Card Members are not covered for Travel Insurance benefits (see table below). If You are a Supplementary Card Member or a Supplementary Card Member is travelling with You on a Trip, You should consider whether these benefits provide adequate cover. The Supplementary Card Member may need to take out a separate travel insurance policy.

The table below provides details of who is covered under the insurance benefits:

Section	Benefit	Primary Card Member	Supplementary Card Member
<b>Transport Accident and Card Account Balance Waiver Cover</b>			
A	Transport Accident Cover	✓	✓
B	Card Account Balance Waiver Cover	✓	✓
<b>Travel Insurance Cover</b>			
C	Travel Inconvenience Cover	✓	No Cover
D	Medical Emergency Expenses Cover (For 24-hour medical and travel emergency assistance call Chubb Assistance on +61 2 9335 3492)	✓	No Cover
E	Resumption of Journey Cover	✓	No Cover
F	Baggage, Money and Documents Cover	✓	No Cover

<b>G</b>	Travel Cancellation Cover	✓	No Cover
<b>H</b>	Personal Liability Cover	✓	No Cover
<b>I</b>	Loss of Income Cover	✓	No Cover
<b>J</b>	Hijack Cover	✓	No Cover
<b>K</b>	Kidnap Cover	✓	No Cover
<b>Purchase Protection Cover</b>			
<b>L</b>	Purchase Protection Cover	✓	✓
<b>Refund Protection Cover</b>			
<b>M</b>	Refund Protection Cover	✓	✓
<b>Buyer's Advantage Cover</b>			
<b>N</b>	Buyer's Advantage Cover	✓	✓
<b>Loss Damage Waiver Cover</b>			
<b>O</b>	Loss Damage Waiver Cover	✓	✓
<b>Platinum Assistance Services</b>			
<b>P</b>	Legal Assistance	✓	✓
<b>Q</b>	Roadside Assistance	✓	✓
<b>R</b>	Home Assistance	✓	✓

For medical and travel emergencies, or for Platinum Assistance Services (legal assistance, roadside assistance or home assistance) please contact Chubb Assistance on +61 2 9335 3492. IF YOU REQUIRE EMERGENCY ASSISTANCE ANYWHERE IN THE WORLD CONTACT THE LOCAL TELEPHONE OPERATOR AND REQUEST A REVERSE-CHARGE CALL.

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

Address: Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000 Australia  
 Postal Address: GPO Box 4065, SYDNEY NSW 2001  
 Telephone: 1800 236 023  
 Overseas Telephone: +61 2 9335 3492  
 Facsimile: +61 2 9335 3467  
 Email: CardmemberServices.ANZ@Chubb.com

### 02. Summary of Benefits and Scope of Cover

The table below provides a helpful summary of the benefits provided pursuant to the Master Policy and the terms and conditions which apply. Excesses apply for some benefits.

Section	Benefit	Summary	Pg
<b>Transport Accident and Card Account Balance Waiver Cover</b>			

<b>A</b>	Transport Accident Cover	<b>Cover for:</b> <ul style="list-style-type: none"><li>Loss arising while riding as a passenger on, or transport to/from, a Common Carrier Conveyance</li><li>Loss arising while in a departure or destination terminal</li><li>Loss arising from Exposure and Disappearance</li></ul> 9	<b>F</b>	Baggage, Money and Documents Cover	<b>Cover for:</b> Damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during a Trip. 12
<b>B</b>	Card Account Balance Waiver Cover	<b>Cover for:</b> The outstanding balance of the American Express Platinum Card Account at the time of the accident should You suffer a Loss under Section (A). 10	<b>G</b>	Travel Cancellation Cover	<b>Cover for:</b> Non-refundable deposits, prepaid excursion costs and leisure activities and unused travel and accommodation costs You have paid where You have had to cancel a Trip for certain reasons. 13
<b>Travel Insurance Cover</b>					
<b>C</b>	Travel Inconvenience Cover	<b>Cover for:</b> <ul style="list-style-type: none"><li>Delayed flight departure, flight cancellation, denied flight boarding, missed flight connections</li><li>Luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight</li></ul> 10	<b>H</b>	Personal Liability Cover	<b>Cover for:</b> Your liability for damages for injury to any person or damage or accidental loss to property. 14
<b>D</b>	Medical Emergency Expenses Cover	<b>Cover for:</b> Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency. <b>Excess: \$250 per claim</b> In an emergency: Contact Chubb Assistance as soon as You have an emergency on +61 2 9335 3492 and provide Your American Express Platinum Card Account number and as much information as possible. Please provide a telephone or fax number where You can be contacted. We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance. 10	<b>I</b>	Loss of Income Cover	<b>Cover for:</b> Loss of income if You are employed or self-employed and during a Trip suffer an illness or Injury which results in Temporary Total Disablement and a loss of income for thirty (30) days or more. 15
<b>E</b>	Resumption of Journey Cover	<b>Cover for:</b> Cost to resume a Trip after it has been interrupted following the death, imminent death, serious accident or acute illness of a Close Relative. 12 <b>Excess: \$250 per claim</b>	<b>J</b>	Hijack Cover	<b>Cover for:</b> The cost of Your Close Relatives to travel and stay at the place of the Hijack for a maximum of 13 days in the event of Your Common Carrier Conveyance being subjected to Hijack during Your trip and if You are detained in excess of twenty-four (24) hours. 15
<b>Purchase Protection Cover</b>					
<b>L</b>	Purchase Protection Cover	<b>Cover for:</b> Loss, theft or damage to an Eligible Item within 90 days of purchase. 16 <b>Excess: \$50 per claim</b>			

Refund Protection Cover			
Cover for:			
M	Refund Protection Cover	The Purchase Price of an unused Eligible Item if You try to return it to the Retailer within 90 days of the purchase and the Retailer will not take it back.	16
Buyer's Advantage Cover			
Cover for:			
N	Buyer's Advantage Cover	The breakdown or defect of Eligible Products during the Buyer's Advantage Period.	17
Loss Damage Waiver Cover			
O	Loss Damage Waiver Cover	<b>Cover for:</b> Loss or damage to a Rental Vehicle.	18
Platinum Assistance Services			
P	Legal Assistance	<b>Available outside Australia only.</b> <b>Cover for:</b> Referral and advance of emergency legal fees and bail bond.	19
Q	Roadside Assistance	<b>Available within Tasmania and mainland Australia only.</b> <b>Cover for:</b> Roadside Assistance or towing, replacement vehicles, return of vehicles.	20
R	Home Assistance	<b>Available within Australia only.</b> <b>Cover for:</b> 24-hour referral to service providers and charges for two (2) emergency callouts.	21

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

#### Exclusions and Limitations

As with all insurance policies, there are some very important exclusions and limitations that apply. You should read this document carefully. This policy contains both general and specific exclusions. General exclusions apply to all parts of the Policy and can be found at page 19 under the section titled General Exclusions. Specific exclusions apply only to specific parts of the policy and can be found at the end of each benefit section.

We have highlighted a few important exclusions and limitations below:

- Losses arising from any Pre-existing Medical Conditions are not covered.

- You must be under eighty (80) years of age and in a good state of health and fit to travel.
- Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is over the age of eighty (80) years are not covered.
- Items left Unattended in a Public Place are not covered.
  - (a) **Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.
  - (b) **Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

#### Termination

Cover will terminate at the earlier of the following:

- cancellation of the American Express Platinum 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/platinum](http://americanexpress.com.au/platinum).

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.

#### 03. Important Information About This Cover

These Terms and Conditions set out important information about Transport Accident Cover, Card Account Balance Waiver Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Loss of Income Cover, Hijack Cover, Kidnap Cover, Purchase Protection Cover, Refund Protection Cover, Buyer's Advantage Cover, Loss Damage Waiver Cover and Platinum Assistance Services.

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

AEII holds a Master Policy (Chubb reference number 09NACPLT06 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 where You have met the activation and eligibility requirements set out in the Eligibility and Activation of Insurance Benefits above. You are not charged by Chubb for these benefits.

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

AEII 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 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/platinum](http://americanexpress.com.au/platinum). Chubb will issue a new document or a supplementary document to AEII to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

#### **04. Definitions**

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

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

**Chubb Assistance** means the service provider acting on behalf of Chubb to provide emergency medical and travel assistance, legal assistance, roadside assistance and home assistance.

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

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

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

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

**Close Relative** means spouse, parent, parent-in-law, step-parent, child, brother, half-brother, stepbrother, brother-in-law, sister, half-sister, stepsister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

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

**Common Carrier Conveyance Trip** means a Trip taken by You on a Common Carrier Conveyance:

(a) between the point of departure and the final destination as shown on Your ticket; and

(b) for which the entire fare has been charged to Your American Express Platinum Card Account (or equivalent in American Express Rewards points or any travel rewards programme provided the taxes and/or surcharges have been charged to Your American Express Platinum Card Account). In the event that Your chosen provider would not accept Your American Express Platinum Card Account, We will accept the purchase of the full fare if You can supply proof of purchase and the name and address of the merchant who would not accept the American Express Platinum Card Account.

**Country of Residence** means the country You are currently residing in.

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

**Domestic Trip** means:

1. a trip that is more than 150km from Your place of residence and is within Your Country of Residence; and
2. for which the full fare has been charged to an American Express Platinum Card Account (or paid for with the equivalent American Express Membership Rewards points or any travel rewards programme provided the taxes and/or surcharges have been charged to Your American Express Platinum Card Account). In the event that Your chosen provider would not accept Your American Express Platinum Card Account, We will accept the purchase of the full fare if You can supply proof of purchase and the name and address of the merchant who would not accept the American Express Platinum Card Account.

**Eligible Item** means an item:

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

**Injury** means bodily injury which:

1. is caused by accidental, violent, external and visible means (the accident) and results solely and directly from the accident and independently of all other causes; and
2. causes a loss, within one-hundred (100) days of the accident.

**Insolvency** means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

**International Trip** means:

1. a trip anywhere outside Your Country of Residence; and
2. for which the full fare has been charged to an American Express Platinum Card Account (or paid for with equivalent American Express Membership Rewards points or any travel rewards programme provided the taxes and/or surcharges have been charged to Your American Express Platinum Card Account). In the event that Your chosen provider would not accept Your American Express Platinum Card Account, We will accept the purchase of the full fare if You can supply proof of purchase and the name and address of the merchant who would not accept the American Express Platinum Card Account.

## THE AMERICAN EXPRESS PLATINUM CARD

**Loss** means loss of life, or:

1. complete and permanent severance of a foot at or above the ankle joint;
2. complete and permanent severance of a hand at or above the wrist;
3. the irrecoverable loss of the entire sight of an eye.

**Medical Condition** means any medical or psychological disease, sickness, condition, illness or injury that has affected:

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

**Pre-existing Medical Condition** means:

1. any past or current Medical Condition that, during the 2 years prior to You booking any Trip has given rise to symptoms, or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; or
2. any cardiovascular or circulatory condition (eg, heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to You booking any Trip; or
3. any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

**A Pre-existing Medical Condition does not include any of the medical conditions listed in the following table.**

<b>Asthma</b>	If You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months.
<b>Epilepsy</b>	If there are no underlying medical conditions and You have not required treatment, or had Your medication altered, by a Doctor for a seizure in the last twelve (12) months.
<b>Gout</b>	If the gout has remained stable for the past six (6) months.
<b>Hiatus Hernia</b>	If no surgery is planned in the next two (2) years.
<b>Hip Replacement</b>	If performed more than six (6) months ago and no further treatment is required.
<b>High Cholesterol</b>	If You have no known heart conditions.
<b>Peptic Ulcer</b>	If Your condition has remained stable for more than six (6) months.
<b>Underactive Thyroid</b>	If not as a result of a tumour.

**Primary Card Member** means:

1. the person who applied for the American Express Platinum Card Account and who is issued an American Express Platinum Card Account as the primary account holder; and
2. their husband, wife, fiance(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-four (24) years of age or less and wholly dependent on them for financial support.

Primary Card Member does not include a Supplementary Card Member.

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

**Purchase Price** means the amount shown on the American Express Platinum Card Account billing statement.

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

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

**Special Sports** means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests; abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking requiring climbing equipment and/or ascending above 4,000 metres; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Supplementary Card Member** means:

1. a person who has been issued a Supplementary Card on an American Express Platinum Card Account; and
2. their husband, wife, fiance(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-four (24) years of age or less and wholly dependent on them for financial support.

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

1. that involves the following or preparation for the following:
  - (a) use of, or threat of, force or violence; or
  - (b) commission of, or threat of, force or violence; or
  - (c) commission of, or threat of, an act that interferes with or disrupts an electronic communication, information, or mechanical system; and
2. when one (1) or both of the following applies:
  - (a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - (b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Treatment** means surgical or medical procedures performed by a Doctor or qualified dentist where the sole purpose of which is to cure or relieve acute illness or injury.

**Trip** means:

1. a Domestic Trip; or
2. an International Trip.

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence; and
2. when Your Trip exceeds one hundred and eighty (180) consecutive days; and
3. when You have travelled a total of one hundred and eighty-three (183) days during each year of American Express Platinum Card Account membership.

Each Domestic Trip or International Trip must commence and end in Your Country of Residence.

**You/Your** means:

1. a Primary Card Member; and
2. in respect of the following benefit sections only, a Primary Card Member and a Supplementary Card Member:

A – Transport Accident Cover;  
B – Card Account Balance Waiver Cover;  
L – Purchase Protection Cover;  
M – Refund Protection Cover;  
N – Buyer's Advantage Cover;  
O – Loss Damage Waiver Cover;  
P – Legal Assistance;  
Q – Roadside Assistance;  
R – Home Assistance.

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

## 05. Benefits

### Section (A) Transport Accident Cover

#### Cover

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

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

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss as a result of riding as a passenger in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits."

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

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

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

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

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

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

#### 4. Loss arising from exposure

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

#### 5. Loss arising from disappearance

If whilst on a Common Carrier Conveyance Trip You disappear due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, and Your body has not been found within fifty-two (52) weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that You suffered Loss of life and We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits."

#### 6. Benefit Amounts and Covered Limits

## THE AMERICAN EXPRESS PLATINUM CARD

Loss type	Benefit Amount (AUD)
Loss of life	400,000
Dismemberment:	
Loss of both hands or both feet	400,000
Loss of one (1) hand and one (1) foot	400,000
Loss of entire sight of both eyes	400,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	400,000
Loss of one (1) hand or one (1) foot	200,000
Loss of the entire sight of one (1) eye	200,000

### Terms and Conditions applicable to Transport Accident Cover

1. In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident or Injury. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are also entitled to make a claim under the insurance cover provided by Us under another American Express Australia issued Card account, We will only make one (1) payment equal to the highest benefit amount payable under all insurance cover provided by Us in relation to the accident and Loss in question.
3. Benefits will be paid in Australian dollars to You or, in the case of Your Loss of life, to Your estate.

### Section (B) Card Account Balance Waiver 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. Payment of outstanding balance of American Express Platinum Card Account

If You suffer a Loss under Section (A) Transport Accident Cover then, in addition to the benefit payable under Section (A), We will also pay the outstanding balance of Your American Express Platinum Card Account as at the time of the accident (including American Express Platinum Card Account charges incurred prior to the accident and not yet billed).

#### Exclusions under Card Account Balance Waiver Cover

1. We will not pay any amounts identified on Your American Express Platinum Card Account monthly statement issued prior to the accident which are more than ninety (90) days overdue for payment.

### Section (C) Travel Inconvenience Cover

#### Cover

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

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document. The maximum We will pay out under each subsection below where more than one person claims for expenses on the same American Express Platinum Card Account is \$1,400 per event.

#### 1. Delayed flight departure, flight cancellation, or denied aircraft boarding

If during a Trip, departure of Your Scheduled Flight is delayed for four (4) hours

or more, cancelled, or You are denied boarding of the aircraft due to overbooking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to \$700.

#### 2. Missed flight connections

If during a Trip, Your onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of the incoming flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to \$700.

#### 3. Luggage delay checked on Scheduled Flight

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point of Your flight, We will reimburse You for the emergency purchase of essential clothing and toiletries up to \$700 incurred at such scheduled destination.

#### 4. Extended luggage delay checked on Scheduled Flight

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point (not being Your place of residence) of Your flight, We will reimburse You for the emergency purchase of essential clothing and toiletries up to an additional \$700 incurred at such scheduled destination.

### Terms and Conditions applicable to Travel Inconvenience Cover

1. Accommodation, restaurant meals or refreshments, emergency purchase of essential clothing and toiletries must be charged to Your American Express Platinum Card Account.
2. Should more than one (1) person claim (for example, one or more persons falling within the definition of Primary Card Member) under the benefits in paragraphs 1, 2, 3 and 4 of this section in relation to the same event, We will pay a maximum of double the benefit limits specified.
3. In the event of a claim, You must provide Us with invoices and/or receipts.
4. In respect of loss or delayed luggage, a copy of the property irregularity report obtained from the airline must be supplied to Us together with the following information:
  - (a) full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
  - (b) full details of the delay or loss incurred; and
  - (c) full details of expenses for which reimbursement is claimed.

#### Exclusions under Travel Inconvenience Cover

Cover does not extend to any loss arising from:

1. confiscation or requisition by customs or other government authorities.
2. Your failure to take reasonable measures to save or recover lost luggage.
3. Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.
4. Luggage delay or extended luggage delay on Your arrival back in Your Country of Residence.

## Section (D) Medical Emergency Expenses Cover

### Specific Definitions under Medical Emergency Expenses Cover

**Manual Work** means paid work which involves the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant (other than in a purely managerial, supervisory, sales or administrative capacity). It also means manual labour of any kind including, but not restricted to, hands-on work as a plumber, electrician, lighting or sound technician, carpenter, painter, decorator, or builder.

**Medical Emergency** means an Injury, sudden and unforeseen illness, or dental pain, suffered by You while on a Trip, which results in immediate Treatment which cannot be delayed until Your return to Your Country of Residence and is deemed necessary by a Doctor and Chubb Assistance. Medical Emergency excludes Pre-Existing Medical Conditions.

**Repatriation/Evacuation** means Your:

1. transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
2. evacuation to the nearest adequately equipped hospital in the event that local medical facilities are deemed inadequate by Chubb Assistance's senior medical officer; or
3. repatriation directly to Your Country of Residence when recommended by Chubb Assistance's senior medical officer; or
4. return to Your Country of Residence after hospitalisation, provided that You are deemed to be medically fit for travel by Chubb Assistance's senior medical officer, and that Your original means of transportation cannot be used.

### Cover

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

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

No claims arising from any Pre-existing Medical Conditions will be covered.

#### 1. In the event of a Medical Emergency

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

- (a) for Your Repatriation/Evacuation if approved by Chubb Assistance's senior medical officer and following consultation with the attending Doctor.
- (b) the cost of Treatment to meet Your immediate needs.
- (c) emergency dental Treatment up to a maximum of \$1,500.
- (d) \$75 per complete twenty-four (24) hours that You are hospitalised as an in-patient whilst on a Trip up to a maximum of \$5,000 to cover incidental expenses.
- (e) reasonable extra accommodation costs (room only) up to \$250 per night for a maximum of ten (10) nights for You and any person who stays or travels with You based on medical advice to extend Your stay as agreed by Chubb Assistance.

- (f) if You are travelling alone, We will pay the reasonable return economy airfare and extra accommodation costs (room only) for Your friend or Close Relative to stay with You up to \$250 per night for a maximum of ten (10) nights as agreed by Chubb Assistance.

In the event of a Medical Emergency Chubb Assistance may:

- (a) arrange and refer You to physicians, hospitals, clinics, private duty nurses, dentists, dental clinics, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;
- (b) organise Your admission to an appropriate hospital and guarantee and advance medical expenses.

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

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

- (a) transportation of Your remains to Your Country of Residence; or
- (b) cremation and subsequent transportation of Your remains to Your Country of Residence; or
- (c) local burial up to \$15,000.

#### In an emergency:

**You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express Platinum Card Account number, as much information as possible and a telephone or fax number where You can be contacted. REVERSE-CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS.**

**We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance.**

### Terms and Conditions applicable to Medical Emergency Expenses Cover

1. You must be under eighty (80) years of age and in a good state of health and fit to travel.
2. We will not pay medical costs over \$1,500 without prior authorisation. You must contact Chubb Assistance as soon as a claim or potential claim arises. You must contact Chubb Assistance before incurring expenses or as soon as physically possible, to obtain prior authorisation or this will jeopardise Your claim.
3. You must take all reasonable measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit the Appointed Claims Handler any reasonable examination into the cause and extent of loss and/or damage.
5. If You brought about the loss intentionally or through gross negligence or attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
6. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.

## THE AMERICAN EXPRESS PLATINUM CARD

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

### Exclusions under Medical Emergency Expenses Cover

Cover does not extend to any loss arising from:

1. Your Pre-Existing Medical Conditions.
2. Your participation in Special Sports, or extreme sports where special equipment, training and preparation are required.
3. You engaging in Manual Work.
4. costs related to dentures, crowns and orthodontics.
5. costs You incur outside Your Country of Residence after the date Chubb Assistance confirms that You should return to Your Country of Residence.
6. costs of Treatment performed by Close Relatives.
7. coffins and/or urns which do not meet international airline standards for transportation of mortal remains.
8. sexually transmitted diseases.
9. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
10. costs incurred in Your Country of Residence.
11. a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless Chubb Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

### Excess applicable to Medical Emergency Expenses Cover

\$250 per claim.

### Section (E) Resumption of Journey Cover

#### Cover

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

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

#### 1. Resumption of Journey Cover

In the event that You have to interrupt a Trip and return to Your Country of Residence immediately following the death, imminent death, serious accident or acute illness of a Close Relative (who is not more than eighty (80) years of age) and then resume the Trip, We will pay for reasonable extra expenses actually and necessarily incurred (less any refund received for the unused

prepaid travel accommodation arrangements) to complete Your original travel arrangements (as stated in Your original itinerary) up to \$5,000.

### Terms and Conditions applicable to Resumption of Journey Cover

We will only pay if:

1. You resume Your Trip within thirty (30) days of returning to Your Country of Residence;
2. the Trip had not ended before Your return and there is at least a fortnight, or twenty-five percent (25%) of the time, of the scheduled Trip remaining (whichever is greater);
3. the death, imminent death, serious accident or acute illness of a Close Relative occurred after You booked the Trip; and
4. the claim is not excluded elsewhere. However, if the exclusion is due to the Pre-Existing Medical Condition of a Close Relative, We will pay benefits provided that before the Trip was commenced a Doctor had not declared the Close Relative as being terminally ill.

### Exclusions under Resumption of Journey Cover

Cover does not extend to any loss arising from:

The death, imminent death, serious accident or acute illness of any Close Relative who is more than eighty (80) years of age.

### Excess applicable to Resumption of Journey Cover

\$250 per claim.

### Section (F) Baggage, Money and Documents Cover

#### Specific Definitions under Baggage, Money and Documents Cover

**Mobile Phone** means an electronic device used for mobile telecommunications over a cellular network (including BlackBerrys, iPhones and similar).

**Money and Documents** means currency, traveller's cheques, hotel and other redeemable holiday vouchers, petrol coupons, travel tickets, passports, visas and driving licences.

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

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

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

**Secure Area** means the locked dashboard, glove compartment, boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or station wagon, the fixed storage units of a motorised or towed caravan, or a locked luggage box locked to a roof rack locked to the vehicle, providing that, in each case, all items are out of sight.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

**Valuables** means jewellery, furs, articles containing precious metals or precious stones, watches, binoculars, audio, photographic and video equipment, personal organisers and games consoles, personal computers and external computer devices (including all printers, modems, external hard drives and similar).

#### **Cover**

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

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

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

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

1. \$30,000 in total overall in any one (1) three hundred and sixty-five (365) day period;
2. \$5,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
3. \$1,000 for Money and Documents;
4. \$1,000 for any Mobile Phone;
5. \$3,000 for any one (1) laptop computer.

#### **Terms and Conditions applicable to Baggage, Money and Documents Cover**

1. We will at Our discretion, pay You for the loss of, or replacement of, or repair of the items concerned.
2. Payment will be based on the item's current purchase price subject to a deduction for wear and tear.
3. We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed.
4. You will need to transfer to Us, on Our request and at Your expense, any damaged item.
5. You must take reasonable precautions to secure the safety of all items, and must not leave them unsecured or Unattended or outside Your reach at any time in a Public Place.
6. Cover in respect of theft from an unattended motor vehicle is subject to the following:
  - (a) items must be locked out of sight in a Secure Area; and
  - (b) forcible or violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - (c) evidence of such entry is available.
7. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
8. You must supply all original invoices, receipts and reports to the Appointed Claims Handler, ensuring that You keep a copy of the documents sent.
9. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
10. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of You receiving Your Personal Baggage.

#### **Exclusions applicable to Baggage, Money and Documents Cover**

Cover does not extend to any loss of or arising from:

1. items loaned, hired or entrusted to You.
2. items left Unattended in a Public Place.
3. Valuables from an unattended motor vehicle or from checked in baggage.
4. electrical or mechanical breakdown of items.
5. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. confiscation or destruction by order of any government or public authority.
7. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. damage to sports gear and activity equipment while in use.
9. in respect to a pair or set of items, we will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
10. shortages, errors, omissions, depreciation in value in respect of Money and Documents.
11. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room.
12. animals or plant life, antiques and historical artefacts, boats or canoes and their ancillary equipment, bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents, business goods or specialised equipment relating to a trade or profession, china, consumable or perishable items, contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, motor vehicles or accessories, pedal cycles, pictures, photos.

#### **Excess applicable to Baggage, Money and Documents Cover**

\$250 per claim.

#### **Section (G) Travel Cancellation Cover**

##### **Specific Definitions under Travel Cancellation Cover**

**Travel Cancellation** means the necessary, unavoidable and unforeseen cancellation or curtailment of a Trip due to the following causes:

- (a) You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, where in all cases the Close Relative is not more than eighty (80) years of age, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (c) Your redundancy which qualifies for redundancy payments under current legislation.
- (d) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.

## THE AMERICAN EXPRESS PLATINUM CARD

- (e) You being required by the Police or an authority to be present at Your home or place of business in Your Country of Residence following burglary, or local major damage such as flood at Your home or place of business in Your Country of Residence.
- (f) a delay of more than 24 hours on the outward leg of Your Trip or the reduction in the length of Your Trip by at least 25%, whichever is the greater, as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means that You no longer want to go on Your Trip.

### Cover

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

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

#### 1. In the event of Travel Cancellation

In the event of Travel Cancellation, We will pay:

- (a) non-refundable deposits;
- (b) prepaid excursion costs;
- (c) travel agents' commission which is limited to \$750 or 15%, whichever is the lesser;
- (d) unused travel and accommodation costs that You have paid or are contractually obliged to pay; and
- (e) any other reasonable additional expenses incurred limited to \$5,000;
- (f) up to \$30,000 in total per Trip;
- (g) the retail price for any ticket (or part thereof) of a Common Carrier Conveyance ticket purchased using American Express Membership Rewards or similar reward points if that ticket is subsequently cancelled as a result of Travel Cancellation and the loss of such points cannot be recovered from any other source, up to \$30,000.

### Exclusions applicable to Travel Cancellation Cover

Cover does not extend to any loss arising from:

- 1. Pre-Existing Medical Conditions.
- 2. cancellation due to the death, Accidental Injury, Sickness or Disease of any Close Relative who is more than eighty (80) years of age.
- 3. additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed.
- 4. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip.
- 5. Your failure to check in at the required time for any flight, sea crossing or train journey.
- 6. cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the Australian Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
- 7. travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Card Member.

- 8. costs incurred in respect of any Medical Condition where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable. Medical certificates must be provided at Your own cost.
- 9. You or any other person deciding not to continue Your Trip or changing Your plans.
- 10. Your financial circumstances or any contractual or business obligation.
- 11. the failure of Your travel agent to pass on monies to operators or to deliver promised services.
- 12. a cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
- 13. any government regulation, prohibition or restriction.
- 14. circumstances known to You prior to the booking of the Trip.
- 15. circumstances known to You when You applied for Your American Express Platinum Card.

### Excess applicable to Travel Cancellation Cover

\$250 per claim.

### Section (H) Personal Liability Cover

#### Cover

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

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

#### 1. Personal Liability Cover

If during Your Trip, You become liable to pay damages for injury to any person, or accidental loss or damage to property, We will pay costs arising directly or indirectly from one (1) cause of up to \$3,000,000 if:

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

### Terms and Conditions applicable to Personal Liability Cover

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

### Exclusions under Personal Liability Cover

Cover does not extend to:

- 1. injury to any person who is a member of Your family or under a contract of service or apprenticeship with You.

2. loss of or damage to any material property belonging to You, or in Your care, custody or control, or belonging to a member of Your family, or anyone under a contract of service or apprenticeship with You. This does not apply to loss of or damage to buildings and their contents temporarily occupied by You during a Trip.
3. liability You incur under a contract or agreement which would not have existed in law in the absence of such contract or agreement.
4. injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - (a) mechanically propelled vehicles, aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
  - (b) firearms;
  - (c) animals (other than horses and domestic cats and dogs).
5. injury or loss of or damage to material property arising directly or indirectly from:
  - (a) the ownership possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
  - (b) the carrying on of any trade, business or profession.
6. liability arising directly or indirectly from Special Sports.

## **Section (I) Loss of Income Cover**

### **Specific Definitions under Loss of Income Cover**

#### **Monthly Salary** means:

1. for an employed person: all items of remuneration including salary, bonuses, commission and the like paid every calendar month; or
2. for a self-employed person: monthly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the loss of income or over such shorter period as they have been self-employed.

**Temporary Total Disablement** means the temporary inability of You to engage in Your usual occupation or business duties, while You are under the regular care of and acting in accordance with the instructions or advice of a Doctor. If self-employed, Temporary Total Disablement must prevent You from helping, managing or carrying out any part of the day-to-day running of a business.

#### **Cover**

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

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

#### **1. Temporary Total Disablement – Loss of Income Cover**

If You are employed or self-employed and, during the course of a Trip, You suffer an illness, or have an accident resulting in an Injury, which leads to Temporary Total Disablement and results in a loss of income lasting for thirty (30) days or longer, We will pay Your Monthly Salary up to:

- (a) a maximum of \$3,000 per month; and
- (b) a maximum of \$12,000 in total in respect of one illness or Injury.

### **Terms and Conditions applicable to Loss of Income Cover**

1. You must see a Doctor. The first day of Your Temporary Total Disablement is the date from which Your Doctor confirms You were unable to work.
2. You must provide Us with a Doctor's certificate confirming Your continuing Temporary Total Disablement at the end of the first thirty (30) days and after every subsequent thirty (30) day period or whenever We request it. Medical certificates must be provided at Your cost.
3. We will pay one (1) monthly benefit on or after the thirty-first (31st) day and continue to pay for each complete calendar month, or until You are no longer suffering Temporary Total Disablement. We will pay up to \$12,000 in the aggregate for any one (1) illness or Injury.
4. After the first thirty (30) days of Temporary Total Disablement, if Temporary Total Disablement is less than a complete calendar month, We will pay a benefit of one-thirtieth (1/30th) of the monthly benefit for each subsequent day of Temporary Total Disablement.
5. In the event of claims for separate periods of Temporary Total Disablement resulting from the same or different conditions or causes, We will only pay a Temporary Total Disablement monthly benefit if You have been in employment or self-employed and engaged in Your usual employment duties for ninety (90) consecutive days between each period of Temporary Total Disablement. We will pay up to \$12,000 in the aggregate for any one (1) illness or Injury.
6. If two (2) periods of Temporary Total Disablement resulting from the same condition or cause are separated by less than ninety (90) days, We will treat this as one (1) claim. Therefore the first thirty (30) days will not apply to the second period of Temporary Total Disablement. However, We will not pay for any days when You did not suffer Temporary Total Disablement.

## **Section (J) Hijack Cover**

### **Specific Definitions under Hijack Cover**

**Hijack** means, whilst You are on a Common Carrier Conveyance Trip, the unlawful seizure of or wrongful exercise of control of the aircraft or other Common Carrier Conveyance in which You are travelling, or the crew thereof.

#### **Cover**

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

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

#### **1. In the event of Hijacking**

In the event of Your Common Carrier Conveyance being subjected to Hijack during Your Trip and You being detained as a result of such Hijack for a period in excess of twenty-four (24) hours, We will, for a maximum of thirteen (13) days, pay the costs for Your Close Relatives to travel to and stay at the place of the Hijack, up to a maximum of:

- (a) \$2,000 in total for every twenty-four (24) hours You are held captive; and
- (b) an aggregate maximum of \$28,000 in total for Your Close Relatives per occurrence.

### 2. In the event of Your Accidental Death as a result of Hijacking

In the event of Your accidental death as a result of an Injury sustained during a Hijack, We will pay \$400,000 under Section (A) Transport Accident Cover.

#### Terms and Conditions applicable to Hijack Cover

1. Claims under this section shall be calculated from the actual time of Hijack.
2. If You die as a result of an Injury sustained during a Hijack, We will only make one (1) payment in respect of Your death such payment being equal to the highest benefit amount payable under any American Express Australia Limited Card insurance cover provided by Us in relation to Your death.

### Section (K) Kidnap Cover

#### Specific Definitions under Kidnap Cover

**Kidnap** means the illegal taking, seizing or detaining by force and holding of You in captivity for the purpose of demanding payment of monies to secure Your release.

#### Cover

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

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

### 1. In the event of Kidnap

If whilst on a Trip You are Kidnapped, We will, for a maximum of thirteen (13) days, pay the costs for Your Close Relatives to travel to and stay at the place of the Kidnap up to a maximum of:

- (a) \$2,000 in total per every twenty-four (24) hours You are held captive; and
- (b) an aggregate maximum of \$28,000 per occurrence.

#### Terms and Conditions applicable to Kidnap Cover

1. You must take all reasonable precautions to protect the confidentiality of this cover.
2. We will not act as Your negotiator or intermediary or advise You or any person in dealing with the kidnappers.

### Section (L) Purchase Protection Cover

#### Specific Definitions under Purchase Protection Cover

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

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

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

#### Cover

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

### 1. Loss, theft or damage of Eligible Items

Following loss, theft or damage to an Eligible Item within ninety (90) days of purchase, We will repair the Eligible Item or reimburse You with the replacement amount not exceeding the original Purchase Price of the Eligible Item.

We will pay You up to:

- (a) \$30,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) \$3,500 per event.

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

1. If an Eligible Item has been partially paid for with Your American Express Platinum Card Account, then We will only pay such percentage of the purchase price that was paid with Your American Express Platinum Card Account.
2. Claims made for an Eligible Item belonging to a Pair or Set will be paid to You up to the full Purchase Price of the Pair or Set, provided the items are not useable individually and cannot be replaced.
3. Eligible Items which are left Unattended in a Public Place and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express Platinum 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 or its equivalents, traveller's 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 Mobile Phones and their accessories, whilst at Your place of employment.

## Excess applicable to Purchase Protection Cover

\$50 per claim.

## Section (M) Refund Protection Cover

### Specific Definitions under Refund Protection Cover

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

#### Cover

Cover is provided under this section for the following benefits, subject to all 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 \$1,000 per Eligible Item; and
- (b) no more than \$5,000 in total 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 items were charged to Your American Express Platinum 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 provides the same or a better benefit than this benefit.
4. Eligible Items that can be returned to the Retailer in accordance with rights provided by existing legislation.
5. jewellery; precious stones; rare and precious coins or stamps; one of a kind items including antiques, artwork and furs, cash or its equivalents, travellers' cheques, tickets or negotiable instruments; services, including services ancillary to Eligible Items; PDAs, Mobile Phones or their accessories, recorded media (including but not limited to CDs, DVDs, computer software, video and audio tapes); books; animals and living plants; consumable and perishable goods; healthcare items; used or rebuilt and refurbished items; closing down sale items; motorised vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

## Excess applicable to Refund Protection Cover

Nil.

## Section (N) 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 Platinum Card Account;
2. is purchased new (ie, 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 \$20,000 (including GST).

**Excluded Product(s)** are:

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

**Original Warranty** means a manufacturer's written warranty that 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 Platinum 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 Platinum Card Account; and the maximum amount We will pay for all claims by You in any twelve (12) month period is \$20,000 (including GST).

You must keep a copy of the Original Warranty, the sales receipt and American Express Platinum 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 of 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 Platinum 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 (O) Loss Damage Waiver Cover

#### Specific Definitions under Loss Damage Waiver Cover

**Covered Rental Trip** means a journey that commences and ends in Your Country of Residence and includes the hire of a Rental Vehicle, where the period of hire

shown in the Rental Agreement is thirty-one (31) days or less, of which the entire cost has been charged to Your American Express Platinum Card Account.

**Deductible** means the amount payable by You for each and every claim when You have not purchased the collision insurance proposed by the Rental Company.

**Geographical Scope** means worldwide including country of domicile provided the rental takes place further than one hundred and fifty (150) kilometres from the permanent or temporary place of residence You are currently residing in.

**Rental Agreement** means the contract of hire between the Rental Company and You.

**Rental Company** means a company or agency that is fully licensed with the regulatory authority of the Country, state or local authority where the Rental Vehicle is collected.

**Rental Vehicle** means any automobile rented under a Rental Agreement on a daily or weekly basis from a Rental Company within the Geographical Scope and which is also collected from and returned to the Rental Company within the Geographical Scope of this cover.

#### Cover

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

We will pay any amounts You are responsible for under the Rental Agreement, including the Deductible, if loss is incurred during a Covered Rental Trip, as a result of accidental damage, fire, vandalism, theft or loss of use of the Rental Vehicle. This will apply whether You are responsible or not for the accident.

We will pay You up to:

- (a) \$125,000; or
- (b) the value of the Rental Vehicle; or
- (c) the value of the claim;

whichever is the lesser.

We will pay the above in respect of any one (1) accident or occurrence and a maximum two (2) claims per three hundred and sixty-five (365) days.

#### Terms and Conditions applicable to Loss Damage Waiver Cover

1. You must be aged twenty-one (21) or over and up to seventy-five (75) years of age in order to claim under this benefit.
2. Cover will take effect from the time You take legal control of the Rental Vehicle and will cease at the time the Rental Company assumes control of the Rental Vehicle whether at its business location or elsewhere.
3. Claims will not be paid in respect of expenses to the extent that they are assumed, waived or paid by the Rental Company or its insurers.
4. No amount payable under this cover shall carry interest unless payment has been unreasonably delayed following Our receipt of all the required information, documents or other evidence necessary to support the claim.
5. Losses will not be paid in respect of any property or expenses insured under another policy or any claim which should be recoverable under any other insurance.

6. Except with Our written consent, You are not entitled to admit liability or to give any representations binding upon You. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in Your name.
7. We may at Our own expense take proceedings in Your name to recover compensation from any third party (subject to any restrictions imposed at law, including under the *Insurance Contracts Act 1984* (Cth)) in respect of any indemnity provided under this cover and any amounts so recovered shall belong to Us and You shall provide all reasonable assistance to Us.

#### **Exclusions under Loss Damage Waiver Cover**

We will not cover loss of or arising from:

1. the rental of trailers, caravans, trucks, motorcycles, mopeds, motorbikes or motor homes.
2. use of the Rental Vehicle in, or in training for, racing competitions, trials, rallies or speed testing.
3. operation of the Rental Vehicle in violation of the terms of the Rental Agreement.
4. driving by persons who do not have a valid driving licence or anyone under the age of twenty one (21) or over the age of seventy-five (75) years, or anyone who is not an Insured Person.
5. damage sustained whilst driving on an unsealed or private road.
6. Rental Vehicles with a retail purchase price in excess of \$125,000 or vehicles over twenty (20) years old.

#### **Making a claim under Loss Damage Waiver Cover**

You must:

1. supply Your American Express Platinum Card Account Number, Rental Agreement and accident report.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.

### **06. General Terms and Conditions Applicable to all Sections A – O Above**

#### **General Exclusions**

We will not cover losses under any sections of these Terms and Conditions which are recoverable from any other source, or arising from:

1. Pre-existing Medical Conditions.
2. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
3. intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
4. travel into hazardous work sites (eg, underwater, mines, construction sites, oilrigs, etc.).
5. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war.

6. service in the military, naval or air service of any country.
7. participation in any military, police or firefighting activity.
8. activities undertaken as an operator or crew member of any conveyance.
9. flying in military aircraft or any aircraft which requires special permits or waivers.
10. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
11. direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.
12. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
13. taking of alcohol in combination with any drug or medication.
14. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.
15. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
16. any condition that results in a fear of flying or travel-related phobias.

#### **General Conditions**

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.
2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. To the extent permitted by law, We will only provide cover to You in excess of loss, damage or liability that is covered by any of the following types of insurance entered 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.

## 07. Platinum Assistance Services

### Section (P) Legal Assistance

#### Cover

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

#### 1. Referrals and Advance of Lawyers' Fees

Chubb Assistance will provide You with the name, address and telephone number of a local lawyer. Wherever Chubb Assistance has sufficient information to do so, it will refer You to two or more lawyers. Although the final selection of a lawyer will be the responsibility of You, Chubb Assistance guarantees that any lawyer to whom it refers You will be admitted to practice in accordance with the laws of the relevant jurisdiction, be of good repute and not have been the subject of any reprimand or malpractice proceedings. Chubb Assistance will advance emergency funds to You to pay for fees and costs associated with such representation, up to USD10,000. This amount will be billed to Your American Express Platinum Card Account within thirty (30) days from the date of advance of the legal fees.

#### 2. Advance of Bail Bond

Chubb Assistance will attempt to secure and properly post, where possible, bail bonds for You, up to US\$10,000, for incarceration occasioned as a result of a traffic accident or an administrative complication. The bond cost is to be borne in full by You and will be billed to Your American Express Platinum Card Account within thirty (30) days from the date of posting of the bond, for repayment.

#### Terms and Conditions applicable to Legal Assistance services

1. The total advance for legal services and bail bonds is limited to USD10,000 per incident.
2. If You do not attend the court hearing at the arranged date, Chubb Assistance may launch immediate action to recover the loss of the bail bond and pursue You for immediate repayment.

### Section (Q) Roadside Assistance

#### Specific Definitions under Roadside Assistance services

**Covered Vehicle** means a vehicle that is classified as a private car, minibus, light passenger van, estate car or 4 x 4 sport utility vehicle, is less than eight (8) years old, is in good operating condition, is registered, insured and owned in Australia, and is driven in Australia by You or a driver employed by You, at the time of the event requiring roadside assistance services.

1. Vehicles are not covered if they are:
  - (a) being used for hire or reward;
  - (b) exceed (including any load carried) the following gross vehicle weight and dimensions: 2,000kg in weight; 7 metres in length; 3 metres in height; 2.25 metres in width; or
  - (c) used for motor racing, rallies, speed or duration tests, or practice sessions for such events.

#### Cover

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

#### 1. Roadside Assistance

If a Covered Vehicle is immobilised or rendered unroadworthy during a Trip as a result of accidental damage or breakdown, and You contact Chubb Assistance, Chubb Assistance will arrange and pay up to \$200 for:

- (a) on-the-spot roadside assistance, including the call-out charge, labour for minor roadside repairs, up to a maximum of ten (10) litres of fuel (if needed), but excluding any spare parts; or
- (b) towing (valid only when the vehicle is travelling along trafficable gazetted roads) to the nearest suitable repairer. A garage or specialist undertaking repair work, other than at the roadside, will be acting as Your agent for such repair work.

#### 2. Replacement Vehicle

If a Covered Vehicle is immobilised or rendered unroadworthy as a result of accidental damage or breakdown during a Trip, and repairs cannot be effected within 48 hours (excluding Sundays and Public Holidays), Chubb Assistance will arrange and pay for the rental of a Category 3 vehicle from an independent car rental company nominated by Chubb Assistance, for use for a maximum of three (3) consecutive days by You, providing towing of the Covered Vehicle to the workshop has been arranged by Chubb Assistance. The make and model of the rented vehicle are at the discretion of Chubb Assistance. Only You will be registered as the driver of the rented vehicle. You will be responsible for costs of insurance cover, fuel, excess waivers, and other requirements installed by the rental company. You are required to return the rented vehicle to the address designated by the rental company, or pay the cost of collection or delivery.

#### 1. Return of You and Passenger/s to Your Usual Place of Residence

##### (a) Less than 50km from Your usual place of residence

If the immobilised Covered Vehicle is towed to a repair workshop less than 50km from Your usual place of residence, Chubb Assistance will arrange and pay for the transportation of You and up to four passengers back to Your usual place of residence.

##### (b) More than 50km from Your usual place of residence

If the immobilised Covered Vehicle is towed to a repair workshop more than 50km from Your usual place of residence, Chubb Assistance will arrange and pay expenses up to \$400 or 400km, whichever is less, for the transportation of You and up to four passengers back to Your usual place of residence.

#### 2. Return or Collection of Vehicle after Repair

##### (a) Less than 50km from Your usual place of residence

If a Covered Vehicle is to be retrieved from a repair workshop located less than 50km

from Your usual place of residence, Chubb Assistance will arrange a convenient time, book and pay for a taxi to take You to the workshop to retrieve Your Covered Vehicle.

**(b) More than 50km from Your usual place of residence**

If a Covered Vehicle is to be retrieved from a repair workshop located more than 50km from Your usual place of residence, Chubb Assistance will arrange and pay for the Covered Vehicle to be delivered by a registered transporter to a depot near Your usual place of residence. Providing the depot is located within 50km from Your usual place of residence, Chubb Assistance will arrange a convenient time (but limiting consequential expenses such as parking charges at the depot), book and pay for a taxi to take You to the workshop to retrieve Your Covered Vehicle.

**Terms and Conditions applicable to Roadside Assistance services**

1. Roadside assistance and/or towing services for vehicles located at Your residence are not covered, unless You wish to bear the associated costs.
2. The following costs will be the responsibility of You:
  - (a) any labour costs not incurred at the roadside; and
  - (b) the cost of replacement parts or other materials.
3. The cover will cease automatically should any governmental authority impound the Covered Vehicle.
4. In case of accident, Chubb Assistance will arrange towing of the Covered Vehicle and bear the cost of such towing within the limits described herein. However, if Your insurance company covers the cost of such towing, Chubb Assistance has the prerogative of either charging such costs directly to the said insurance company or charging You directly.
5. Once Chubb Assistance has been called, it is vital that Your Covered Vehicle is attended by You. Should Chubb Assistance arrive at the Covered Vehicle, and it is unattended, then work cannot be carried out and payment may be required for any subsequent calls-outs to assist with the incident.
6. If Chubb Assistance arranges for temporary roadside repairs to be carried out to the Covered Vehicle, You are required to then immediately arrange for any permanent repairs that may be necessary.
7. You must ensure that any driver of the Covered Vehicle has a fully valid driving licence.
8. If You or anyone acting for You uses fraudulent or dishonest means, or makes a false statement to:
  - (a) obtain cover; or
  - (b) make a false claim

then all benefits under these Terms and Conditions will be lost. Any fraudulently obtained benefits must be repaid to Chubb.

9. You will be required to provide Chubb Assistance with Your American Express Platinum Card Account number, or any other payment card, to cover any costs or expenses Chubb Assistance has paid out on Your behalf that are not covered under these Terms and Conditions.

**Exclusions under Roadside Assistance**

We will not cover any:

1. claim arising from participation in motor racing, rallies, speed or duration tests or practicing for such events.

2. previously inadequate repair to the Covered Vehicle.
3. claim where the Covered Vehicle has not been maintained or operated in accordance with the manufacturer's recommendations.
4. claim where the Covered Vehicle has been used for hire or reward, or for the carriage of commercial goods.
5. loss or damage deliberately carried out or deliberately caused by You or a driver employed by You, at the time of an accident.
6. loss, damage or expense which at the time of happening is insured by, or would but for the existence of this cover, be insured by any other existing certificate, policy, or any motor organisation's service. If You have any other policy in force that may cover the event for which You are claiming, You must tell Chubb Assistance.

**Section (R) Home Assistance**

**Specific Definitions under Home Assistance services**

**Emergency** means a circumstance that poses an immediate threat to the physical safety of the home or contents, which requires service in less than 24 hours, eg, a burst water pipe or a branch falling through the roof of the home during a storm.

**Cover**

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

**1. Home Assistance**

Chubb Assistance will provide the following Home Assistance services to You:

- (a) 24-hour referrals to service providers, including plumbers, locksmiths, electricians and air-conditioning service specialists; and
- (b) organise and pay, up to a maximum of two times per year, the charges for emergency call-out for the above providers to go to Your usual place of residence. All charges relating to labour and spare parts are to be borne by You. In the case of non-emergency call-outs, arrangements may be made by Chubb Assistance but call-out costs will be the full responsibility of You.

**General Terms and Conditions Applicable to Platinum Assistance Services, Sections P – R Above**

1. Any fraud, forgery or false evidence on the part of You will automatically end obligations to provide You with Platinum Assistance Services.
2. Chubb Assistance Services will use all available means to provide all assistance services as detailed in these Terms and Conditions. However, Chubb Assistance cannot be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to natural catastrophes, war, military act of foreign nations, revolution, insurrection, civil war, armed rebellion or other similar disturbance or riot ("riot" meaning the state of affairs in which national or local order is seriously disturbed by the collective action of a group or groups of persons, and in which a serious threat to peace and order is deemed to exist), civil strikes, lockouts or other labour disturbance or the refusal of authorities to permit the provision of such services, all acts of

## THE AMERICAN EXPRESS PLATINUM CARD

sabotage or terrorism committed from concerted actions, radioactivity effects, and all acts of God making impossible the execution of these Terms and Conditions.

3. As a general rule, Chubb Assistance will not reimburse costs relating to events that it was not contacted about in the first instance in accordance with these Terms and Conditions.

### 08. How to Make a Claim

When making a claim You must:

1. supply Your American Express Platinum Card Account Number.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
3. provide proof of purchase for items being claimed. If no proof of purchase can be provided your claim may not be paid, and this decision will be made at Our complete discretion.
4. disclose to Us details of any other insurance cover under which You may be entitled to claim.

### Making a Claim Under These Terms and Conditions

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

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

### Claiming under the Terms and Conditions

1. In the event of a medical emergency or for travel assistance whilst overseas, or for other Platinum Assistance Services (legal assistance, roadside assistance or home assistance) call Chubb Assistance on +61 2 9335 3492.
2. To make a claim, please submit a written notice of a claim to The Claims Department, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, or by facsimile on +61 2 9335 3467, within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
6. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

### 09. Complaints and Dispute Resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1800 815 675 or email [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com). To assist Chubb with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. Chubb's complaints and dispute procedures are as follows:

#### Stage 1 – Complaint Handling Procedure

If You are dissatisfied with any of Chubb's products or services and You wish to lodge a complaint, please contact Us at:

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

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

#### Stage 2 – Dispute Resolution Procedure

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

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

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

#### Stage 3 – External Dispute Resolution

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

Financial Ombudsman Service  
Postal address: GPO Box 3, Melbourne VIC 3001  
Telephone: 1300780808  
Facsimile: (+613)96136399  
E-mail: [info@fos.org.au](mailto:info@fos.org.au)  
Web: [www.fos.org.au](http://www.fos.org.au)

## 10. 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 and these may be outside of Australia. In particular, certain business process functions of Chubb are performed by a dedicated servicing unit located in the Philippines. Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

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

#### Your Choices

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

#### How to Contact Us

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

## 11. General Insurance Code of Practice

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

## 12. Financial Claims Scheme and Compensation Arrangements

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

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at [apra.gov.au](http://apra.gov.au) and the APRA hotline on 1300 13 10 60; and
- We are exempted by the *Corporations Act 2001* from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

