

American Express Household Protector



Product Disclosure Statement



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About this Product Disclosure Statement

This Product Disclosure Statement (PDS) is an important legal document required by the Corporations Act 2001 (Cth) and it contains information designed to help you decide whether to buy the policy.

This PDS sets out the cover available and the terms and conditions, limitations and exclusions which apply. You need to read this PDS carefully before making a decision to purchase this insurance. It will help you to:

- decide whether this insurance will meet your needs (including extent of cover and limitations); and
- compare it with other products you may be considering.

This PDS will also contain information about the remuneration received by Allianz Global Assistance for its role, the services it provides and how any complaint you have with Allianz Global Assistance can be dealt with.

This PDS, together with your Certificate of Insurance and any other change to the terms of your Policy otherwise advised by us in writing (such as written endorsements or Supplementary PDS) which may vary or modify the above documents, make up your insurance contract with Allianz. Please retain these documents in a safe place.

When you enter into the Policy you confirm and warrant that you have read the Policy documents provided to you.

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS to update the relevant information, except in limited cases.

Where the updated information is not materially adverse from the point of view of a reasonable person considering whether to buy this product, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy by sending an email to amexhouseholdprotector@allianz-assistance.com.au).

Preparation Date

The preparation date of this PDS is 11 March 2016.

Cooling-off period

You have a 14 day cooling-off period to decide if you want this insurance or not. Your cooling-off period starts once you receive your Certificate of Insurance after purchasing your policy. You also have a cooling-off period each time you renew your policy. You can cancel your insurance within this period provided you have not made a claim. We will then refund any money you have paid in full. Cancellation rights still apply after this period ends. Refer to page 21 'Cancellation of your Policy'.

About the available covers

American Express Household Protector is insurance designed to cover you for the breakdown of a Mechanical component and/or Electrical Component of certain Brown, White and Grey Goods which occurs during your Period of Insurance and which is not otherwise covered under a Warranty (such as the manufacturer's warranty or an extended warranty).

For example, the cover will not apply to the extent that the breakdown is otherwise covered and able to be claimed under a Warranty (eg a manufacturer or extended warranty) that is applicable to the Insured item in Australia.

Under the American Express Household Protector Policy you can choose cover under one of these 2 Plans:

- Plan A – Home - which covers Brown and White Goods
- Plan B – Home & Tech – which covers Brown, White and Grey Goods

If you choose to buy this Policy, you will be purchasing protection in accordance with and subject to the terms and conditions outlined in the Policy during the Period of Insurance.

Your rights under Australian Consumer Law

You need to know that in some cases, the protection available under this Policy may overlap with and may not be greater than the rights and remedies available to you under the Australian Consumer

Law. If there is an overlap, you can choose whether to claim under this Policy or exercise your rights under the Australian Consumer Law (but not both).

This Policy does not change any rights or remedies you may have under the Australian Consumer Law.

Although you are not required to pay for any rights or remedies you have under the Australian Consumer Law or equivalent, the amount you pay for the benefits under this Policy will not change to the extent that your rights under the Australian Consumer Law may overlap with such benefits.

Who is Allianz Global Assistance?

Allianz Global Assistance is a trading name of AGA Assistance Australia Pty Ltd ABN 52 097 227 177 AFS Licence No. 245631. Under its AFS Licence, Allianz Global Assistance is authorised to deal in and provide general advice on general insurance products. Allianz Global Assistance has been authorised by Allianz Australia Insurance Limited (Allianz) ABN 15 000 122 850 AFS Licence No. 234708 to enter into and arrange the Policy and deal with and settle any claims under it as the agent of Allianz, not as your agent. Allianz Global Assistance acts under a binder which means that it can do these things as if it were the insurer. It administers all emergency assistance services and benefits of this insurance. You may contact Allianz Global Assistance in an emergency 24 hours a day, 7 days a week.

Who is American Express?

American Express Australia Limited*
ABN 92 108 952 085
AFS Licence No. 291313 (American Express)
markets, promotes and sells this product as an agent for Allianz Global Assistance. American Express receives a commission from Allianz Global Assistance of up to 40% of the amount you pay for your Policy exclusive of government charges, taxes or levies.

Who is your insurer?

This Policy is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850
AFS Licence No. 234708.

About your premium

You will be told the premium payable for the Policy when you apply. It is based on the Plan you have selected, and if Plan A – Home is selected the Insured Limit you have chosen.

Your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST) in relation to your Policy. These amounts are included in your Certificate of Insurance as part of the total premium.

Applying for cover

This PDS sets out the cover available and the terms and conditions which apply. Please note that any recommendations or opinions in this document are of a general nature only and do not take into account your objectives, financial situation or needs.

When you apply for this insurance, we will confirm with you things such as the Period of Insurance, your premium, what cover options and Excess will apply. These details are recorded on the Certificate of Insurance we issue to you.

Period of Cover

This is an annual policy. The Policy continues for the Period of Insurance (which is usually 1 year unless your Policy otherwise ends earlier, for example, by the Policy being cancelled or you exhausting your Insured limit).

Renewal of your Policy

Before the Policy expires, we will advise you no later than 14 days prior to the expiry of your Policy whether we intend to offer renewal and if so on what terms. Please read the offer carefully as it will outline the terms and conditions for the next policy period. This Renewal offer will be sent to your last known email address on our records.

This document (together with any amendments, updates or endorsements that we give you in writing) also applies for any offer of renewal we make, unless we tell you otherwise and/or issue you with a new PDS or Supplementary PDS.

If we do not hear from you, your Policy will renew automatically and we will deduct payment from the card account we hold on record for you. A new policy with the terms and conditions outlined in your renewal offer will automatically come into existence for a period of one year as set out in your new Certificate of Insurance.

If we do not offer a renewal, your Policy will expire automatically at the end of the Policy period. There are cases when your Policy cannot be renewed, such as a cancelled policy (whether cancelled by you or us) or if your Policy comes to an end due to the Insured Limit being paid.

If you do not wish to renew this Policy you will need to advise us prior to the expiry of your existing Policy. This will ensure we do not deduct any further premium from you. You may also cancel during your Renewal cooling-off period, in which case we will refund any premium deducted for the Renewal.

Please note that you need to comply with your Duty of Disclosure before each renewal (see 'Your Duty of Disclosure' on page 22).

If you have any queries or want further information about your insurance please use the contact details on the back of this PDS.

Words with Special Meanings

Brown Goods – means only the vision and audio products specified in the Items we cover table on page 13.

Certificate of Insurance – means the certificate of insurance we issue to you once this policy is entered into, which shows the insurance details relevant to you. It may include additional terms, conditions and exclusions relevant to you that amend the standard terms of this document.

Electrical component – means a component that forms part of or is connected to the electrical or electronic system within an appliance such as:

- micro processors, capacitors and resistors;
- transformers;
- electric motors and fans;
- light emitting diodes (LED);
- touch screens;
- switches.

Excess – means the amount you, or the person making a claim, must pay towards the claim for each Insured item unless we state that an excess does not apply. For avoidance of doubt, the Excess applies for each Insured item even if you claim for multiple Insured items in a single claim. The amount of the excess is set out in your current Certificate of Insurance.

Flood – means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- A a lake (whether or not it has been altered or modified);
- B a river (whether or not it has been altered or modified);
- C a creek (whether or not it has been altered or modified);
- D another natural watercourse (whether or not it has been altered or modified);
- E a reservoir;
- F a canal;
- G a dam.

[Note: This Policy does not cover loss or damage caused by or arising from Flood]

Grey goods – means only the telecommunications and multimedia products specified in the Items we cover table on page 13.

Home Address – means the land including yard and garden areas on which your home is located at the address stated on your Certificate of Insurance.

Insured item(s) – these are the items that we cover under this Policy (see in particular page 13 Items we cover and page 14 Items we do not cover).

Insured limit – means the relevant amount specified in the Policy (or a higher amount specified in your Certificate of Insurance) that we will pay up to in aggregate for any and all claims made for any and all Insured items during the Period of Insurance.

Mechanical component – means a moving or stationary part of an appliance that is not directly connected to the electrical or electronic system such as:

- levers and cams;
- cogs and wheels;
- springs and tensioners;
- drive belts and shafts;
- hinges, catches and brackets.

Period of Insurance – means the period of time beginning on the effective date shown on the current Certificate of Insurance and ending on the earlier of the expiry date shown on the current Certificate of Insurance or the date the Policy otherwise ends.

Policy – means this document, the Certificate of Insurance, any endorsement and/or any other document that we tell you forms part of our agreement with you.

Portable items – are items that are designed to be moved from one place to another such as wearable or handheld devices.

Storm – means violent wind (including cyclones and tornadoes), thunderstorms and hail which may be accompanied by rain or snow.

Warranty – means any warranty that applies to an Insured item such as a retailer's or manufacturer's warranty, an extended warranty or any similar type of cover.

It does not include:

- A any consumer guarantee applicable under the Australian Consumer Law; or
- B any insurance, for example extended warranty insurance or home and contents Insurance. Please see the 'Other Insurance' section which applies to insurance, see page 25.

We, our and us – means Allianz Australia Insurance Limited ABN 15 000 122 850, AFS Licence No. 234708 of 2 Market Street, Sydney, NSW, 2000 acting through its agent AGA Assistance Australia Pty Ltd trading as Allianz Global Assistance.

White Goods – means only the large and small sized domestic appliances specified in the Items we cover table on page 13.

You and your – means the person(s) named in the current schedule as the insured and those persons who live with you permanently who are any of the following:

- your legal spouse or de facto (meaning a de facto relationship where you and your partner are living together in a genuine domestic relationship), or
- any member of your own family and your spouse's or de facto's family.

Summary of cover

This is only a summary of certain aspects of the cover provided. Please read this PDS and any documents which make up your Policy carefully for complete details of what we will pay and we will

not pay and the extent of the cover provided under each Plan. Please note that further terms, conditions, exclusions and limitations that are not listed in the summary do apply.

	Plan A	Plan B
Cover	Covers breakdown of a Mechanical component and/or Electrical component of Brown and White Goods Insured items which occurs during the Period of Insurance.	Covers breakdown of a Mechanical component and/or Electrical component of Brown, White and Grey Goods Insured items which occurs during the Period of Insurance.
What if I already have a Warranty for the Insured Item?	This cover <u>will not apply</u> to the extent that the breakdown is otherwise covered and able to be claimed under a Warranty (eg manufacturer warranty or extended warranty) applicable to an Insured item in Australia.	
What items are covered	<p>These are generally items which are:</p> <ul style="list-style-type: none"> • used for domestic purposes only; and • purchased new by you or received new as a gift by you; and • owned by you at the time of damage; and • currently owned by you at the time of claim. <p>See the Items we cover section (see page 13) (including the table under that section for which items will be covered as "White Goods", "Brown Goods" or "Grey Goods"). We do not cover Items excluded under The items we do not cover section (see page 14) or other Policy terms.</p>	
Dependant Student Cover	No	Yes. (for full details see page 15)
Period of the cover	Usually 1 year unless your Policy otherwise ends earlier, for example, by the Policy being cancelled or you exhausting your Insured limit.	
Age limits for Insurable Items	Brown and White Goods 5 years from purchase date	Brown and White Goods 5 years from purchase date Grey Goods 3 years from purchase date

	Plan A	Plan B
Insured Limit (including GST)##	Annual aggregate limit of \$4,000 or a higher limit as specified on your Certificate of Insurance for all claims and Insured items combined, during the Period of Insurance.	Annual aggregate limit of \$7,000 for all claims and Insured items combined, during the Period of Insurance.
Optional Cover (including GST)	For an additional premium you can increase your Insured Limit to \$7,000	No Optional Cover is available in Plan B
Minimum Value of Insured Item (including GST, at the time of the purchase of the Insured Item)	\$200	\$250
Making a claim	You must provide us with certain information when making a claim (See Claim pages 18-20). This will include proof that the item meets the criteria of the Items we cover (see page 13). For example, you will need to prove ownership of the item which can include giving us receipts.	
Excess	An Excess applies for each Insured item even if you claim for multiple Insured items in a single claim. The amount of Excess will be shown on your current Certificate of Insurance. This Excess cannot be removed.	
Exclusions	<p>Like all policies, exclusions apply (See in particular General Exclusions pages 16 and 17 for a list of excluded items). We have summarised some of the key exclusions below:</p> <ul style="list-style-type: none"> • We will not cover the following items: <ul style="list-style-type: none"> ♦ that have been pre-owned, second-hand or refurbished items ♦ that have been used for commercial purposes ♦ that you purchased outside of Australia or that are not sold in Australia (this includes items purchased via telephone or on-line from overseas). • We will not pay if the damage or breakdown: <ul style="list-style-type: none"> ♦ happens outside the Period of Insurance; ♦ is covered under another Warranty you have ♦ is caused by Flood • We will not pay for certain common items such as smart phones, iphones, digital cameras, gaming consoles, children's toys etc. (see page 14 for the full list) • We will not pay a claim to the extent your damage is covered by another policy under which you are not a contracting insured (see exclusions pages 16 and 17 and Other insurance page 25). 	

* You cannot change from Plan A – Home to Plan B –Home & Tech or vice versa, during the term of your Policy. If you want to change Plans you need to cancel your Policy and purchase a new one.

##You cannot increase the Insured Limit during the term of the Policy. If you want to increase the Insured Limit you need to cancel your Policy and purchase a new one.

Refer to page 21 'Cancellation of your Policy' on how to cancel your Policy.

Your cover

Items we cover

The table on page 13 outlines the items we cover under each category of White, Brown and Grey Goods for the relevant plan.

These items are only covered if:

- they are used for domestic purposes only; and
- they are less than 5 years old (from the purchase date) for any Brown or White Goods; and
- they are less than 3 years old (from the purchase date) for any Grey Goods; and
- they are individually worth more than:
 - ♦ \$200.00 (including GST) in value at the time of the purchase date if you have chosen Plan A - Home; or
 - ♦ \$250.00 (including GST) in value at the time of the purchase date if you have chosen Plan B - Home & Tech.
- they were:
 - ♦ purchased new by you or new when received by you as a gift; and
 - ♦ owned by you at the time of damage and currently owned by you at the time of claim.

For Additional Benefit - Dependant Student Cover, the above requirements apply in relation to your financially dependent child who meets the criteria explained in 'Additional Benefit – Dependant Student Cover Plan B – Home & Tech Only' section (see page 15).

White Goods Covered under Plan A & B Only large and small sized domestic appliances as specified below	Brown Goods Covered under Plan A & B Only Vision and Audio Product as specified below	Grey Goods Covered under Plan B only Only Telecommunications and Multi-Media Products as specified below
<ul style="list-style-type: none"> • Cooktops • Grillers • Ovens (including Steamers) • Microwave Ovens • Rangehoods • Refrigerators • Freezers • Wine Chillers • Cooking appliances (bread makers, fryers, rice cookers, sandwich makers) • Food preparation units (blenders, mixers, juicers, food processors) • Dishwashers • Espresso machines • Washing machines • Dryers • Irons • Vacuums • Steam cleaners • Portable air-conditioners • Portable cooling units • Portable heaters 	<ul style="list-style-type: none"> • Televisions • DVD Players & Recorders • Blu Ray Players & Recorders • Set Top Boxes • Hi-Fi Systems • Speakers • iPod Docks • CD Players • Radios • Portable Music and Video Devices • Headphones • Home phone including base station and wireless handsets. • Projectors 	<ul style="list-style-type: none"> • Computers (desktop/tower and monitor) • Laptops • iPads • Tablets • eBook readers • Facsimiles • Printers • Scanners • Navigation systems (GPS)
<p>See Items we do not cover (page 14) for excluded Items and the minimum thresholds for an Insured item as set out above. This will affect what is included in the above covered items.</p>		

Items we do not cover

The following items are NOT covered under any circumstances by either Plan A - Home or Plan B – Home & Tech.

Not Covered

- Accessories such as cables, adaptors, plug ins
- Consumable items such as ink, lenses, recordable media
- Batteries (including internal batteries)
- External storage devices
- Software including items such as downloaded apps, songs, photos, data etc
- Operating systems
- Games
- Gaming consoles
- Mobile phones
- Smart phones
- Furniture
- Cameras such as digital cameras, still cameras, video cameras
- Surge protection & UPS
- Disposal units
- Outdoor items such as BBQs and lawnmowers
- Fitted or ducted systems such as air-conditioning, heating, pool motors
- Electric blankets
- Hair care such as dryers, straighteners, trimmers
- Personal care items such as shavers and toothbrushes
- Scales
- Hand dryers
- Children's toys
- Water purifiers
- Bulbs, globes, batteries, filters or similar perishable parts
- Solar Panels

Where are the items covered?

All Insured items are covered at the Home Address noted on your Certificate of Insurance. Items that are portable (see the definition of 'Portable Items' in 'Words with special meanings' section on page 7) are also covered under this Policy.

If you have chosen Plan B- Home & Tech, you automatically have Dependant Student Cover and those items are covered in the domestic building in which the child is living while attending school, college or university. Items that are portable (see the definition of 'Portable Items' in 'Words with special meanings' section on page 8) are also covered under this benefit.

What you are covered for

We cover physical damage to an Insured item that is caused by mechanical and/or electrical breakdown of original manufacturer's parts or components which occurs during the Period of Insurance.

If the repairer or representative we allocate to assist you has the relevant qualifications and skill to do so, we will also include the dismantling and uninstalling of the damaged Insured item and the unpacking, installation and powering up of new appliances by them, provided these acts are approved by us. You are also covered for the removal of damaged Insured items.

Any additional costs for reinstallations:

- For which our selected repairer or representative does not hold the relevant qualification(s);
- we do not approve;
- are not usually part of the installation services which the manufacturer and/or supplier of the Insured item offered to you without additional charge when you purchased the Insured item;

are not covered under this Policy.

Cover also does not include any refurbishing that may be required if a replacement appliance does not fit into the existing configuration. See also the 'General Exclusions' on pages 16 and 17.

Optional Cover – Increased Insured Limit Plan A - Home Only

The following optional cover is only available if you have chosen Plan A - Home. All the terms and conditions, limits and exclusions of this Policy also apply to this optional cover.

For an additional premium you can choose to increase your Insured Limit to \$7,000 including GST. This limit will be noted on your current Certificate of Insurance.

Additional Benefit – Dependant Student Cover Plan B – Home & Tech Only

The following cover is only available if you have chosen Plan B – Home & Tech. All the terms and conditions, limits and exclusions of this Policy also apply to this cover.

What we cover

Insurable items belonging to a child who is not married or in a de facto relationship and who is:

- a fulltime student;
- living in Australia; and
- financially dependent on you; and
- living away from your Home Address for the purpose of attending school, college or University.

These items are included in the Insured Limit of Plan B – Home & Tech and cannot be increased. The claims process for this additional cover is the same as the items damaged at your Home Address. All General Exclusions on pages 16 and 17 also apply.

Confirmation of cover

To confirm any Policy transaction (if the Certificate of Insurance does not have all the information you require), call Allianz Global Assistance (see the contact details on the back cover of this PDS).

General Exclusions

We will not pay a claim under any part of this Policy if:

- you have purchased or received the item second hand (which includes refurbished items).
- the damage to the Insured item is covered and can be claimed under a Warranty which is applicable to the Insured item in Australia.
- the claim is for loss or damage that occurs because:
 - ♦ you do not act in a responsible way to protect your Insured items to avoid making a claim; or
 - ♦ you do not do everything you can to reduce your loss as much as possible.
- the claim is for consequential loss of any kind, including loss of enjoyment, loss of items, such as but not limited to, wine in a cooler or food in a fridge due to the Insured item breaking down.
- at the time of purchasing the Policy, you were aware of something that would give rise to you making a claim under this Policy.
- the Insured item you are claiming for has had the manufacturer's serial number removed or altered.
- the claim relates to damage or electric motor burnout due to power outages or surges, inadequate or improper voltage or current.
- any Insured items are used for commercial purposes, regardless of the amount of time it is used for that purpose.
- you have modified an item and the modification causes damages to the Insured item you are claiming for.
- the loss or damage is caused by, arises from or involves:
 - ♦ corrosion from battery acid, rust or deterioration;
 - ♦ condensation, mould, mildew, atmospheric conditions or extreme temperatures;
 - ♦ wear or tear from excessive use or misuse;
 - ♦ modification or alteration of an Insured item, regardless of who carried out the modification or alteration;
 - ♦ transporting, installing or moving an Insured item;
 - ♦ a computer virus or an act of a computer hacker;
 - ♦ defects that are subject of a manufacturer's recall;
 - ♦ accidental loss or damage of any kind;
 - ♦ theft, malicious damage, vandalism, storm, flood, lightening, impact, escape of liquid (including water); or
 - ♦ fire and explosion, but we will cover the Insured item if the fire or explosion is caused by a part or component of the Insured item that suffers loss or damage covered under this Policy.
- an Insured item is not retailed in Australia and/or has been purchased by you outside of Australia - this includes items purchased on line from sellers located outside Australia.
- the claim arise outside the Period of Insurance.
- the Insured item or the claim relates to you or your family being involved in any illegal activity.
- the claim is for the intellectual or sentimental value of an Insured item.
- the damage to the Insured item is cosmetic damage of any kind.
- the damage to the Insured item is caused by insects, animals or vermin, including domestic pets.
- the damage is caused by an incomplete or improper installation of any Insured item.

If you would be covered under this Policy for the relevant damage but another policy covers you for all or part of the relevant damage, if you are not a contracting party under the other policy but have a right to claim under the other policy by operation of section 48 of the Insurance Contracts Act 1984 (Cth) or otherwise, we will not pay your claim to the extent your damage is covered by the other policy.

Data Back Up

Where an appliance is capable of retaining data we suggest you regularly back up this data. For example, songs stored on a portable music device, files or photos on a computer hard drive. In the claims process this data may be lost or become corrupt and this is not covered under your Policy.

Helpful Hints to follow before you lodge a claim

There are a number of steps for you to check before calling us to lodge the claim.

Is the appliance plugged in correctly?

Disconnect the power source and reconnect the power source and turn the appliance after about a minute.

Check for any reset buttons.

Have you checked the manufacturer's instruction manual?

Does the appliance need new batteries?

Are rechargeable batteries charged?

Have you called the manufacturer technical support desk?

If you have completed all the checks and the problem still exists then please call us on 1800 901 158.

Excess

An Excess is payable in the event of any approved claim for each Insured item. For avoidance of doubt, the Excess applies for each Insured item even if you claim for multiple Insured items in a single claim. The amount of Excess will be shown on your current Certificate of Insurance. This Excess cannot be removed.

Paying your excess

When your claim is approved, you must pay the Excess that applies to your Policy. We will advise you how, when and who to pay your Excess to. In the event of a cash settlement we may deduct the Excess from any claims payment to you. We cannot finalise your claim until this Excess is paid.

How we settle your claim

We may at our option choose to settle your claim for damage to your Insured item by:

- repairing the Insured item;
- replacing the Insured item; or
- paying you what it would cost us to repair or replace the Insured item.

Claims are only payable once repairs or replacement has been authorised by us or our representative. If you replace or repair your Insured item/s without our authority we will only pay you what it would cost us to repair or replace the Insured item (depending on which we would have agreed to).

If we settle your claim by replacing or paying you the amount for the Insured item, then the damaged item becomes our property not yours. If we let you keep the damaged item it becomes yours and you cannot return it to us.

Exhausting the Insured Limit

If we pay you the applicable Insured Limit for your Plan, this Policy comes to an end and no refund of premium is due and you will not be offered a renewal for this Policy.

Proof of ownership and information we require

As part of the claim we require you to provide us with information or documentation we reasonably need to determine if the claim is valid. This will include proof of ownership (e.g. a purchase receipt) and information on any Warranty that may apply to the item for which you are claiming. If we require any further evidence we will advise you what we require. If you cannot provide the information we reasonably require we may not pay your claim.

New for old replacement

If we replace an Insured item, we will replace it with a new one of similar make and similar model if an identical item is not available. The replacement item is chosen at our sole discretion.

How to claim

In the event of a claim:

Immediate notice should be given to Us and claims are to be lodged over the phone by calling Us on 1800 901 158.

You must submit full details of any claim within 30 days of the damage occurring.

You must give us any information we reasonably ask for to support your claim at your expense, such as, but not limited to original receipts or proof of ownership (see 'Proof of ownership and information we require' above).

You must co-operate with us at all times in relation to the provision of supporting evidence and such other information as we may reasonably require.

Claims processing

We will process your claim within 10 business days of receiving the completed claim details and all necessary documentation. If we need additional information, a written notification will be sent to you within 10 business days.

Assessing your claim

We may require your damaged Insured item to be assessed. This may be done by one of our representatives or a repairer. We will advise you if we need an assessment and how that assessment will be made. Alternatively we may, if you have obtained a quote to repair or replace the Insured item before lodging the claim, require the quote as part of the claim.

Recovery

We may, at our discretion, undertake in your name and on your behalf, control and settlement of proceedings for our own benefit, to recover compensation or secure indemnity from any party in respect of anything covered by the Policy.

You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated, upon us paying your claim under the Policy regardless of whether we have yet paid your claim and whether or not the amount we pay you is less than full compensation for your loss.

These rights exist regardless of whether your claim is paid under a non-indemnity or an indemnity clause of the Policy.

We will apply any money we recover from someone else under a right of subrogation in the following order:

- 1) to us, our administration and legal costs arising from the recovery;
- 2) to us, an amount equal to the amount that we paid under the Policy;
- 3) to you, your uninsured loss (less your Excess);
- 4) to you, your Excess.

Once we pay your total loss we will keep all money left over. If we have paid your total loss and you receive a payment from someone else for that loss or damage, you must pay us the amount of that payment up to the amount of the claim we paid you.

If we pay you for damaged property and it is replaced by a third party, you must pay us the amount of the claim we paid you.

Data Destruction

If an Insured item with data stored on it becomes our property under the claim settlement, we will as part of the claim, destroy any data stored on the Insured item. If we are unable to remove the data for some reason, we will destroy the Insured item the data is stored on. We will take all steps to ensure no personal data is accidentally disclosed or released.

Cancellation of your Policy

Your Policy may be cancelled in one of two ways:

When you cancel

You may cancel your Policy at any time after the cooling-off period (See 'Cooling- Off Period' on page 4 for further information on your cooling off rights). You can call us or tell us in writing if you want to cancel your Policy.

The cancellation will take immediate effect at the time and date you notify us of the cancellation or a future date specified by you.

If you cancel, other than under the 'Cooling-Off Period', provided there are no claims we will refund the premium for your Policy, less an amount which covers the period for which you were insured and any government taxes or duties that are not recoverable. However, we will not refund any premium if you have made a claim or are entitled to claim under the Policy.

When we can cancel

We have the right to cancel your Policy where permitted by law and in accordance with law.

For example, we may cancel:

- if you failed to comply with your Duty of Disclosure; or
- where you have made a misrepresentation to us during negotiations prior to the issue of your Policy; or

- where you have failed to comply with a provision of your Policy, including payment of premium; or
- where you have made a fraudulent claim under your Policy or under some other contract of insurance that provides cover during the same period of time that your Policy covers you;

and we may do so by giving you three days notice in writing of the date from which your Policy will be cancelled. The notification may be delivered personally or posted to you at the address last notified to us.

If we cancel, we will refund the premium for your Policy, less an amount which covers the period for which you were insured and any government tax or duties that are not recoverable.

Making changes to your Policy

If you need to make changes to your Policy you will need to contact us using the details noted on the back of this PDS. You need to advise us if you change your Home Address, your email address or any other relevant details.

We will confirm your changes by sending you a new Certificate of Insurance if the changes require one.

Jurisdiction and choice of law

This Policy is governed by and construed in accordance with the law of Queensland, Australia and you agree to submit to the exclusive jurisdiction of the courts of Queensland. You agree that it is your intention that this jurisdiction and choice of law clause applies.

Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

Your duty when you enter into the contract with us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand that you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

Your duty of disclosure when you renew, vary, extend or reinstate the contract

When you vary, extend or reinstate the contract with us, your duty is to disclose every matter that you know; or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you don't need to tell us

Your duty however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or

- that is of common knowledge; or
- that we know or, in the ordinary course of business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Goods and Services Tax

The Insured Limit and minimum value of an Insured item includes Goods and Services Tax (GST).

In the event of a claim, if you are not registered for GST, we will reimburse you the GST component in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Taxation Office.

You must advise us of your correct input tax credit percentage where you are registered as a business and have an Australian Business Number. You are liable to us for any GST liability we incur arising from your incorrect advice.

Compensation arrangements

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme.

Access to the Scheme is subject to eligibility criteria – for more information see the APRA website at <http://www.apra.gov.au> or call the APRA hotline on 1300 55 88 49.

Allianz Global Assistance and its representatives (including its authorised representatives) are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act. The insurance (subject to terms and conditions) will continue to cover claims in relations to Allianz Global Assistance representatives/employees who no longer work for it (but who did at the time of the relevant conduct).

General insurance code of practice

We proudly support the General Insurance Code of Practice.

The Code sets out the minimum standards of practice in the general insurance industry. For more information on the Code please contact Allianz Global Assistance on 1800 901 158.

Dispute resolution process

If you have a complaint or dispute in relation to this insurance, or the services of Allianz Global Assistance or its representatives, please call Allianz Global Assistance on 1800 901 158, or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 162, Toowong, Queensland 4066. Allianz Global Assistance will attempt to resolve the matter in accordance with its Internal Dispute Resolution process. To obtain a copy of Allianz Global Assistance's procedures, please contact them.

A dispute can be referred to the Financial Ombudsman Service Australia (FOS), subject to its terms of reference. The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. The contact details for the FOS are:

Financial Ombudsman Service Australia (FOS)

Phone: 1800 367 287

Fax: (03) 9613 6399

Post: GPO Box 3, Melbourne Victoria 3001

Website: www.fos.org.au Email: info@fos.org.au

Remuneration

The premium for this Policy is payable to Allianz as the insurer.

Allianz Global Assistance is also remunerated by Allianz for providing services on behalf of Allianz. This is a percentage of the premium that you pay for this Policy and is only paid if you buy the Policy. Employees and representatives of Allianz Global Assistance receive an annual salary, which may include an annual bonus, which can be based on performance or other criteria. This remuneration is included in the premium you pay.

If you would like more information about the remuneration that Allianz Global Assistance receives, please ask us. This request should be made within a reasonable time after this document is provided to you and before the financial services are provided to you.

Privacy notice

To arrange and manage your insurance, we (in this Privacy Notice “we”, “our” and “us” includes AGA Assistance Australia Pty Ltd trading as Allianz Global Assistance and its duly authorised representatives) collect personal information including sensitive information from you and others (including those authorised by you and persons whom we consider necessary).

Any personal information you provide is used by us to evaluate and arrange your American Express Household Protector Policy. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to the insurance services, including managing, processing and investigating claims. We also collect, use and disclose it for product development, marketing (only by American Express), conducting customer research and analytics in relation to all of our products and services, IT systems maintenance and development, recovery against third parties, the detection and investigation of suspected fraud and for other purposes with your consent or where authorised by law.

This personal information may be disclosed to third parties we engage or who assist us carry out the above functions or processes, such as retail sales consultants, intermediaries, authorised representatives, distributors, reinsurers, claims handlers and investigators, electrical and mechanical service providers, legal and other professional advisers, your agents and our related and group companies including Allianz. Some of these third parties may be located in other countries such as Thailand, France and India to name a few.

You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of Australian privacy laws.

Unless you opt out, we may contact you on an ongoing basis by telephone, mail, electronic messages (including email), online and via other means with promotional material and offers of products or services that we consider may be relevant and of interest to you (including financial and insurance products and roadside assistance services). If you do not want to receive such offers from us (including product or services offering from us on behalf of our agents, intermediaries and/or business partners) or do not want us to disclose your personal information to our related and group companies and business partners for marketing purposes, you can opt out at any time by calling us on 1800 023 767.

When you provide personal information about other individuals, we and our agents rely on you to have made or make them aware:

- that you will or may provide their personal information to us;
- of the types of third parties to whom the personal information may be provided to;
- of the relevant purposes we and the third parties we will disclose it to, will use it for; and
- of how they can access it; and

of the other matters in this Privacy Notice.

We rely on you to have obtained their consent on these matters. If you do not, you must tell us before you provide the relevant information.

You can seek access to and correct your personal information by contacting us. You may not access or correct personal information of others unless you have been authorised by their express consent or otherwise under law, or unless they are your dependants under 16 years of age.

If you have a complaint about your privacy, please contact:

Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, Qld 4066, or you can contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 2999, Canberra, ACT 2601.

For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or view it on the web at <http://www.allianz-assistance.com.au/privacy-and-security/>.

If you do not agree to the above or will not provide us with personal information, we may not be able to provide you with our services or products or may not be able to process your application nor issue you with a policy. In cases where we do not agree to give you access to some personal information, we will give you reasons why.

Other insurance

If any damage covered under your Policy is covered under another insurance policy, you must give us details of such insurance.

Where you would be covered under your Policy for the relevant damage but another policy under which you are the contracting insured also covers

(all or part of) the relevant damage, you can choose which policy(ies) to claim under.

Where you would be covered under your Policy for the relevant damage but another policy covers you for all or part of the relevant damage, if you are not a contracting party under the other policy but have a right to claim under the other policy by operation of section 48 of the Insurance Contracts Act 1984 (Cth) or otherwise, we will not pay your claim to the extent your damage is covered by the other policy.

If you make a claim under one insurance policy and you are paid the full amount of your claim, you cannot make a claim under the other policy.

If you make a claim under another insurance policy (or if another insurance policy does not cover the damage) and you are not paid the full amount of your claim, we will make up the difference where covered by our Policy.

We may seek contribution from your other insurer. You must give us any information or assistance we reasonably ask for to help us make a claim from your other insurer.

Fraud

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud.

You can help by reporting insurance fraud by calling Allianz Global Assistance on 1800 453 937. All information will be treated as confidential and protected to the full extent under law.

Notes

American Express Household Protector

Allianz Global Assistance Contact Information

Phone
Claims & General Enquiries:
1800 901 158 (+ 61 7 3377 3927)

Email
Sales and General Enquiries:
amexhouseholdprotector@allianz-assistance.com.au

Hours of operation
Sales and General Enquiries:
Monday to Friday 9am – 5pm AEST

Claims
24 hours 7 days

Allianz Australia Insurance Limited ABN 15 000 122 850
AFS Licence No. 234708 2 Market Street, Sydney NSW 2000
is the insurer of this insurance.

AGA Assistance Australia Pty Ltd trading as Allianz Global
Assistance ABN 52 097 227 177 AFS Licence No. 245631
74 High Street, Toowong QLD 4066 Telephone: 1800 901
158 enters into and issues this insurance and deals with and
settles any claims under it as the agent of the insurer.

American Express Australia Limited* ABN 92 108 952 085
AFS Licence No. 291313 promotes this product as an agent
for Allianz Global Assistance.

Global Assistance

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