

# Qantas American Express Card

## Insurance Terms and Conditions

Effective from  
23 December 2016

This booklet contains important information about Your Qantas American Express Classic Credit 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 Qantas American Express Classic Credit Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call the number below and our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars.





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## TERMS AND CONDITIONS

### **Qantas American Express Card Insurances Cover is effective from 23 December 2016**

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

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

Please note that amounts quoted are in Australian dollars.

#### **PURCHASE PROTECTION COVER REFUND PROTECTION COVER**

#### **ACTIVATION OF PURCHASE PROTECTION COVER:**

Purchase of Eligible Items on Qantas American Express Card.

#### **ACTIVATION OF REFUND PROTECTION COVER:**

Purchase of Eligible Items on Qantas American Express Card in Australia.

<b>For claims and general inquiries about these Terms and Conditions, please contact Chubb:</b>	
Address:	Grosvenor Place, Level 38, 225 George Street, Sydney NSW 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:	Card MemberServices.ANZ@chubb.com

## **TERMS AND CONDITIONS**

### **Important information about this cover**

These Terms and Conditions set out important information about Purchase Protection Cover and Refund Protection Cover for Qantas American Express Classic Credit Cardmembers.

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

AEII holds a Master Policy (Chubb reference number 09NACQPC06), the “Master Policy”, with Chubb.

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

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 (e.g. 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 to cardmembers 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 read this document carefully and keep it in a safe place.

Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and credit card account statement showing any purchases made.

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

Information in this document may be updated where necessary. A copy of any updated information is available to You calling AEII on 1800 247 187. 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.

## BENEFITS AND SCOPE OF COVER

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms and conditions which apply. By way of summary only, You are, from the time You become covered until the time access to the benefit terminates (see below), entitled to coverage for:

Section	Benefit	Maximum Sum Insured (\$)	Summary	Page
<b>PURCHASE PROTECTION COVER</b>				
A	Purchase Protection Cover	\$10,000 in any one year \$2,500 per event	Cover for loss, theft or damage to Eligible Item within 90 days of purchase.	6
<b>REFUND PROTECTION COVER</b>				
B	Refund Protection Cover	\$2,000 in any one year \$500 per Eligible Item	Cover for 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.	7

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

## TERMINATION

Cover will terminate at the earlier of the following:

- cancellation of Your Qantas American Express Card; or
- termination of the Master Policy.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time.

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

## DEFINITIONS

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

**Chubb** means Chubb Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) of 28 O'Connell Street, Sydney NSW 2000, the insurer of the Master Policy held by AEII.

**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.

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

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

**Eligible Item** means an item that is:

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

**Eligible Supplementary Cardholder** means a Supplementary Cardholder that is the Spouse or Dependent Child of the Qantas American Express Card Member.

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

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

**Purchase Price** means the amount shown on Your Qantas American Express Card billing statement.

**Qantas American Express Card Member** means the basic holder of a Qantas American Express Card, including the holder of any Eligible Supplementary Cardholders, issued by American Express Australia Limited (ABN 92 108 952 085 AFSL Number 291313), billed from Australia and in Australian dollars.

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

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

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

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

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

## **BENEFITS**

### **SECTION (A)**

#### **PURCHASE PROTECTION COVER**

##### **SPECIFIC DEFINITIONS UNDER PURCHASE PROTECTION COVER**

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

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

We will pay up to:

- (a) \$10,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) \$2,500 for jewellery, watches, precious metals and gemstones, from any one (1) event;
- (c) \$2,500 per event only.

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

1. If an Eligible Item has been partially paid for with Your Qantas American Express Card, then We will only pay that percentage of the price.
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 Qantas American Express Card 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 any loss caused or contributed to by:

- (a) Damage to Eligible Items physically abused by You.
- (b) Lost or stolen Eligible Items not reported to the Police within forty-eight (48) hours of discovery and a written report obtained.
- (c) Eligible Items which are left Unattended in a Public Place.
- (d) Normal wear and tear to Eligible Items.
- (e) Damage to Eligible Items caused by product defects.
- (f) Loss, theft or damage to Eligible Items in a vehicle.
- (g) Theft, or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You.
- (h) Theft, or damage to cash, its equivalents, traveller's cheques, tickets or negotiable instruments.
- (i) Theft, or damage to animals, living plants, perishable goods.
- (j) Theft, or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), PDAs, 'Blackberry'/mobile phones and their accessories whilst at Your place of employment.

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

1. \$50 per person, per claim.

## **SECTION (B) REFUND PROTECTION COVER**

### **Cover**

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

#### **1. Refund protection of unused Eligible Items**

If You try to return an unused Eligible Item to the Retailer, within ninety (90) days of the purchase, and the Retailer will not take it back, You can return it to Us and We will credit Your Qantas American Express Card account with the Purchase Price.

We will pay:

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

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

1. In the event of a claim You must provide to Us copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your Qantas American Express Card. 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 any loss caused or contributed by:

1. Eligible Items that are faulty.
2. Eligible Items with a Purchase Price of \$50 or less.
3. Eligible Items purchased from the Retailer that has an established return policy, which is the same or better than this benefit.
4. The return of the Eligible Items to the Retailer in accordance with the rights provided by existing legislation.
5. Jewellery, precious stones, rare and precious coins or stamps, one of a kind items including antiques, artwork and furs, cash or its equivalents, travellers cheques, tickets or negotiable instruments, services, including services ancillary to Eligible Items, PDAs, Blackberry/mobile phones and 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**

1. Nil excess.

### **GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS.**

#### **General Exclusions**

We will not cover loss under all sections of these Terms and Conditions caused or contributed by:

1. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
2. 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.

#### **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, either before or after You have access under this cover:
  - insurance that you are required to effect under Australian laws;
  - travel insurance;
  - life insurance;
  - consumer credit insurance;
  - credit card insurance;
  - private health insurance;
  - home and contents insurance;
  - business insurance;
  - public liability insurance;
  - income protection insurance;
  - third-party property motor vehicle insurance; or comprehensive motor vehicle insurance; and
  - insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

## **HOW TO MAKE A CLAIM**

### **MAKING A CLAIM UNDER QANTAS AMERICAN EXPRESS CLASSIC CREDIT CARD INSURANCES**

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.

1. A written notice of a claim must be addressed to The Claims Department, Chubb Insurance Limited, GPO Box 4907, Sydney NSW 2001, within twenty (20) days after the occurrence or commencement of any loss covered under these sections or as soon as reasonably practicable thereafter.
2. For a claim form please contact Us on 1800 810 624.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

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.

### **COMPLAINT'S 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: 1300 780 808

Facsimile: (+61 3) 9613 6399

E-mail: [info@fos.org.au](mailto:info@fos.org.au)

Web: [www.fos.org.au](http://www.fos.org.au)

## **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).



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