

Qantas American Express Discovery Card

Insurance Terms and Conditions

Effective from
1 May 2019



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TERMS AND CONDITIONS

Qantas American Express Discovery Card Insurances Cover is effective from 1 May 2019

These Terms and Conditions were prepared on 1 May 2019.

This booklet contains important information about Your Qantas American Express Discovery Card 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 Discovery 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.

Important: In order to be eligible for the complimentary insurance benefits, You must first purchase the Eligible Item on the Qantas American Express Discovery Card Account. See the table below for details about when You are eligible for cover.

1. ELIGIBILITY & ACTIVATION OF INSURANCE BENEFITS

ACTIVATION OF PURCHASE PROTECTION COVER

Purchase of Eligible Items on Qantas American Express Discovery Card

ACTIVATION OF REFUND PROTECTION COVER:

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

For claims and general inquiries 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:	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 Discovery Card Members.

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

AEAL holds a Master Policy (Chubb reference number 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 where You have met the activation and eligibility requirements set out in the Activation of Insurance 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 (e.g. You cannot vary or cancel the cover – only AEAL can do this) and You do not enter into any agreement with Us. AEAL is not the insurer, does not guarantee or hold this right on trust for You and does not act as Chubb's agent (that is, on behalf of Chubb). Neither AEAL nor any of its related corporations are Authorised Representatives (under the *Corporations Act 2001* (Cth)) of Chubb or any of its related companies.

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

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

There is no obligation to accept any of the benefits of this cover.

However, if You wish to make a claim under the cover provided in the Terms and Conditions, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this document.

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

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 www.americanexpress.com/australia/discoveryinsurance.

Chubb will issue a new document or a supplementary document to AEAL, to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

BENEFITS AND SCOPE OF COVER

The terms of cover set out 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
PURCHASE PROTECTION COVER				
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.	5
REFUND PROTECTION COVER				
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.	6

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 Discovery 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. A copy of any updated information is available to You at no cost by visiting the website at www.americanexpress.com/australia/discoveryinsurance.

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.

Additional Card Member means

- (i) a person who has been issued an additional card on a Qantas American Express Discovery Card Account and may previously have been referred to as a supplementary Card Member; and

- (ii) their husband, wife, fiancée, de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
- (iii) their legally dependent children (including stepchildren or legally adopted children) who are twenty-two (22) years of age or less and wholly dependent on them for financial support.

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

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

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

Dependent Child means the Qantas American Express Discovery 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 Discovery 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 Discovery Card.

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

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

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

Qantas American Express Card Member means the basic holder of a Qantas American Express Discovery Card, including the holder of any Eligible Additional 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 Discovery Card Member's husband, wife, fiancée or a de facto and/or life partner with whom the Qantas American Express Discovery 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 Discovery 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.

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 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 Discovery 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 Discovery 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

\$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 Discovery 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

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 Discovery 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. 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, 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

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.
3. We will not cover losses under any sections of these Terms and Conditions which are recoverable from any other source, or arising from any loss or expense with respect to Cuba for US Citizens and others under US jurisdiction or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

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

When making a claim You must:

1. Supply Your Qantas American Express Card Account Number.
2. Supply all Your original invoices, receipts, 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 QANTAS AMERICAN EXPRESS DISCOVERY 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.

Claiming under the Terms and Conditions

1. Please go to www.americanexpress.com/australia/claims to submit online, or a written notice of a claim must be addressed 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 under these sections or as soon as reasonably practicable thereafter.
2. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. You must supply all of your original invoices, receipts and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
5. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
6. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

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. 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

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

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 Australian Financial Complaints Authority (AFCA) for review. AFCA 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:

Australian Financial Complaints Authority

Postal address: GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Facsimile: (+61 3) 9613 6399

E-mail: info@afca.org.au

Web: www.afca.org.au

PRIVACY STATEMENT

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (Chubb).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We collect 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. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

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. We take

reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

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 claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your 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 (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www.chubb.com/au-en/footer/privacy.aspx and return to:

Where your request concerns Chubb Insurance Australia Limited please return the form to:

Email: CustomerService.AUNZ@chubb.com
Facsimile: (+61 2) 9335 3467
Address: GPO Box 4907, Sydney NSW 2001

How to Make a Complaint

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:

Privacy Officer

Chubb Insurance Australia Limited
GPO Box 4907, Sydney NSW 2001
Telephone: (+61 2) 9335 3200
Email: Privacy.AU@chubb.com



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