

**INSURANCE TERMS AND CONDITIONS**

**American Express Business Explorer<sup>®</sup>**

**Credit Card**

**Cover is effective from**

**1 June 2017**



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# TERMS AND CONDITIONS

## AMERICAN EXPRESS BUSINESS EXPLORER CREDIT CARD INSURANCES

**Policy Number:** 09NACBUSXP

**Cover is effective from 1 June 2017**

These Terms and Conditions were prepared on 26 April 2017.

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

Please familiarise Yourself with its contents. We want to ensure You are clear about what Your American Express Business Explorer Credit Card insurance covers You for. So if You are unclear about anything in this document, please call 1800 236 023 and Our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars.

**IMPORTANT:** In order to be eligible for the insurance benefits, You must first purchase the full fare for a return Trip on the American Express Business Explorer Credit Card. See the Activation of Insurance table for details when You are eligible for cover.

### 1. ELIGIBILITY AND ACTIVATION OF INSURANCE BENEFITS

Important: In order to be eligible for the insurance benefits, You must first activate the cover. See the table below for details:

<b>ACTIVATION OF TRAVEL INSURANCE COVER:</b>
Cover is effective when You pay the full fare for a return Trip on the American Express Business Explorer Credit Card or with American Express Membership Rewards® points
The Trip must commence and end in Australia. Cover is not activated until a return ticket has been purchased (i.e. if You only hold a one-way ticket, You are not covered under these benefits).

## 2. SUMMARY OF BENEFITS AND KEY EXCLUSIONS AND LIMITATIONS

The table below provides a helpful summary of the benefits provided pursuant to the Master Policy and the terms and conditions which apply. Excesses may apply for some benefits. This is a summary only. Please refer to each benefit section of the document for a complete list of benefit limits and applicable terms, conditions and exclusions.

Section	Summary	Key Exclusions and Limitations	Page
<b>TRAVEL INSURANCE COVER</b>			
A	<p><b>Transport Accident Cover</b></p> <p>Provides cover for loss of life, sight or dismemberment arising:</p> <ul style="list-style-type: none"> <li>while riding as a passenger on, or transport to/from, a Common Carrier Conveyance</li> <li>while in a departure or destination terminal</li> <li>from exposure and disappearance.</li> </ul>	<ul style="list-style-type: none"> <li>Private Charter aircraft.</li> <li>We will only pay one (1) benefit amount for any one (1) accident or Injury.</li> </ul>	11
B	<p><b>Card Account Balance Waiver Cover</b></p> <p>Cover for the outstanding balance of the American Express Business Explorer Credit Card Account at the time of the accident should You suffer a Loss under Section (A).</p>	<ul style="list-style-type: none"> <li>Any charges on Your American Express Business Explorer Credit Card monthly statement which are more than ninety (90) days overdue.</li> </ul>	12
C	<p><b>Business Trip Completion Cover</b></p> <p>Cover for Alternative Employees Expenses incurred as a result of Your accidental death, Serious Injury or Serious Sickness or the accidental death of a Close Relative.</p>	<ul style="list-style-type: none"> <li>Injury or sickness where the Licensed Airplane, Ship or Bus Trip was taken against the advice of a Doctor.</li> <li>Pregnancy or any complication thereof.</li> </ul>	13
D	<p><b>Travel Inconvenience Cover</b></p> <p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>delayed flight departure, flight cancellation, denied flight boarding, missed flight connections</li> <li>luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight.</li> </ul>	<ul style="list-style-type: none"> <li>Purchases which are not made on the American Express Business Explorer Credit Card.</li> <li>Luggage delay or extended luggage delay on your arrival back in Australia.</li> <li>Delayed or lost luggage without a property irregularity report from the airline.</li> <li>Delays of less than four (4) hours.</li> <li>An act of Terrorism.</li> </ul>	13

Section	Summary	Key Exclusions and Limitations	Page
E	<p><b>Medical Emergency Expenses Cover</b></p> <ul style="list-style-type: none"> <li>• Repatriation/Evacuation</li> <li>• cost of overseas Treatment up to \$2,500,000</li> <li>• emergency dental Treatment up to \$1,000</li> <li>• reasonable extra accommodation up to \$2,500.</li> </ul> <p>Excess: \$250 per claim.</p> <p>In an emergency: You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express Business Explorer Credit Card number, as much information as possible and a telephone or fax number where You can be contacted. REVERSE CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS. If Your medical condition prevents You from calling, someone else should call on Your behalf, such as a relative, Your travelling companion, nurse or Doctor. If You do not call Chubb Assistance before seeking emergency medical treatment, or You chose to seek treatment from a medical service not approved by Chubb Assistance, You may be responsible for Your medical expense costs (up to a maximum of \$25,000) to the extent that those medical expenses could otherwise have been reduced through preferred medical providers arranged by Chubb Assistance.</p>	<ul style="list-style-type: none"> <li>• Pre-existing Medical Conditions or pregnancy (where a child is due within eight (8) weeks).</li> <li>• Medical Costs if You have not contacted Chubb Assistance for prior approval and the treatment costs could have been reduced through agreements arranged by Chubb Assistance.</li> <li>• Your participation in Excluded Sports and Activities as defined, this includes, but is not limited to; canoeing, horse riding, trekking, mountain biking, hot air ballooning, scuba diving (deeper than 30 metres), white water rafting, bungee jumping, go-karting, rock climbing.</li> <li>• Your participation in extreme sports.</li> <li>• Medical assistance and expenses if You are eighty(80) years old or over, at any time during the Trip.</li> <li>• Emergency dental Treatment over \$1,000.</li> <li>• Dental costs related to dentures, crowns and orthodontics.</li> <li>• an act of Terrorism.</li> </ul> <p>Excess: \$250 for each and every claim.</p>	15

Section	Summary	Key Exclusions and Limitations	Page
F	<p><b>Baggage, Money and Documents Cover</b></p> <p>Cover for damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during a Trip.</p> <p>Excess: \$100 per claim, except laptop computers where the excess will be \$250 per claim.</p>	<ul style="list-style-type: none"> <li>• Valuables in an Unattended motor vehicle</li> <li>• items left Unattended in a Public Place</li> <li>• \$500 limit for Money and Documents</li> <li>• \$1,000 limit for any one (1) item</li> <li>• \$1,000 total limit for all Valuables</li> <li>• \$2,500 limit for any one (1) laptop computer</li> <li>• \$250 for any Smartphone</li> <li>• where no written report has been obtained from the local police, carrier, tour operator or accommodation manager within forty-eight (48) hours of the incident occurring</li> <li>• deductions applied for wear and tear.</li> </ul> <p>Excess: \$250 for each and every claim.</p>	18

Section	Summary	Key Exclusions and Limitations	Page
G	<p><b>Travel Cancellation Cover</b></p> <p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>• non-refundable deposits;</li> <li>• pre-paid excursion costs and leisure activities;</li> <li>• travel agents' commission which is limited to \$750 or 15% whichever is the lesser;</li> <li>• unused travel and accommodation costs You have paid or are contractually obliged to pay;</li> <li>• any other reasonable additional expenses incurred up to \$3,000</li> <li>• the retail price for any ticket; and</li> <li>• up to \$10,000 in total.</li> </ul> <p>Excess: \$250 per claim.</p>	<ul style="list-style-type: none"> <li>• Pre-existing Medical Conditions</li> <li>• where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable</li> <li>• losses arising from the death, imminent death, serious accident or acute illness of any Close Relative</li> <li>• loss arising from the death, illness or accident of a Close Relative who is living outside Australia</li> <li>• circumstances known to You prior to the booking of a Trip</li> <li>• You or any other person deciding not to continue on Your Trip or changing Your plans</li> <li>• additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed</li> <li>• additional costs where a claim has already been made for forfeited costs for the same event,</li> <li>• or if a claim has been paid elsewhere e.g. Travel Inconvenience Cover</li> <li>• an act of Terrorism.</li> </ul>	20



Section	Summary	Key Exclusions and Limitations	Page
H	<p><b>Personal Liability Cover</b></p> <p>Cover for Your liability for damages for injury to any person or damage or accidental loss to property.</p>	<ul style="list-style-type: none"> <li>• Injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf</li> <li>• mechanically propelled vehicles (including, but not limited to; cars and motorcycles), aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length).</li> </ul>	22

**For medical and travel emergencies please contact Chubb Assistance on +61 2 9335 3492.**

**IF YOU REQUIRE EMERGENCY ASSISTANCE ANYWHERE IN THE WORLD CONTACT THE LOCAL TELEPHONE OPERATOR AND REQUEST A REVERSE CHARGE CALL.**

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

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

## Termination

Cover will terminate at the earlier of the following:

- cancellation of the American Express Business Explorer Credit 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.au/businesst&cs](http://www.americanexpress.com.au/businesst&cs).

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.

### **3. IMPORTANT INFORMATION ABOUT THIS COVER**

These Terms and Conditions set out important information about Transport Accident Cover, Card Account Balance Waiver Cover, Business Trip Completion Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover and Personal Liability Cover. Cover is provided for these benefits, subject to all terms, conditions and limitations set out in this document.

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

American Express holds a Master Policy (Chubb reference number 09NACBUSXP 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 Eligibility and Activation of Insurance Benefits above. You are not charged by Chubb for these benefits.

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

American Express is not authorised to provide any advice, recommendations or opinions about this insurance on behalf of Chubb.

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

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

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

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

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at [www.americanexpress.com.au/businessst&cs](http://www.americanexpress.com.au/businessst&cs).

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

#### **Other Insurance**

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

is exhausted. Therefore, any insurance cover under this Master Policy in respect of the same loss shall only be excess insurance cover over and above the applicable other policy.

## 4. DEFINITIONS

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

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

*American Express Business Explorer Credit Card* means Your American Express Business Explorer Credit Card issued by American Express, billed from Australia and in Australian dollars.

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

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

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

*American Express Business Explorer Credit Card Account Member* means the basic holder of an American Express Business Explorer Credit Card Account, including the holder of an Employee American Express Business Explorer Credit Card issued by American Express Australia and billed from Australia in Australian dollars.

*Close Relative* means spouse, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild, provided such person is at the relevant time not more than eighty (80) years of age.

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

*Common Carrier Conveyance Trip* means a Trip taken by You on a Common Carrier Conveyance between the point of departure and the final destination as shown on Your ticket; and in relation to which the relevant cover has been activated in accordance with

*Dependent Child* means a Primary 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 Primary Card Member for financial support.

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

*Domestic Trip* means:

1. a trip that is more than 150km from Your place of residence and is within Australia, and
2. for which the full fare for a return Trip has been charged to an American Express Business Explorer Credit Card (including through redemption of American Express Membership Rewards points).

*Eligible Item* means an item that:

1. is purchased solely for personal use; and
2. is new and has not been used; and
3. the cost of which has been charged to an American Express Business Explorer Credit Card (including through redemption of American Express Membership Rewards points).

*Excess* means the first part of the claimable amount which is deducted from the claim payment, in respect of each claim event. For example, If You lodge a claim under Medical Emergency Expenses Cover and another under Baggage, Money and Documents for a separate event, an excess would be deducted for each event.

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

*Injury* means bodily injury which:

1. is caused by a sudden, accidental, external and identifiable event that happens by chance and could not have been expected by You (the accident) and results solely and directly from the accident and independently of all other causes; and
2. causes a loss, within 100 days of the accident.

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

*International Trip* means:

1. a trip anywhere outside Australia; and
2. for which the full fare for a return Trip has been charged to an American Express Business Explorer Credit Card (including through redemption of American Express Membership Rewards points or any Travel Credit).

*Loss* means loss of life, or:

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

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

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

*Pre-existing Medical Condition* means:

1. any past or current Medical Condition that, during the two (2) years prior to You booking any Trip has given rise to symptoms, or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; or
2. any cardiovascular or circulatory condition (eg. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred in the five (5) years prior to You booking any Trip; or
3. any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

*Private Charter* means flight(s) or voyage(s) during Your trip on an aircraft or watercraft where You and Your travelling companions are part of a small number of passengers. For example, a helicopter sightseeing flight or a private vessel sailing trip.

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

*Purchase Price* means the amount shown on the American Express Business Explorer Credit Card billing statement.

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

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

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

*Specially Designated List* means names of any persons, entities, groups or corporations specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

*Employee Card Member* means a person who has been issued an Employee Card on an American Express Business Explorer Credit Card.

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

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

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

*Trip* means:

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

Cover for a Trip ceases at the earlier of:

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

Each Domestic Trip or International Trip must commence and end in Australia.

*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. Unattended does not include possessions in Your Personal Baggage which are checked or stowed in the luggage hold of a Common Carrier Conveyance, however Valuables stored this way are not covered.

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

*You/Your* means any person provided they are an American Express Business Explorer Credit Card Account Member or their Spouse or Dependent Child

## 5. BENEFITS

### SECTION (A) TRANSPORT ACCIDENT COVER

#### Cover

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

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

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

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

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

We will pay the applicable benefit amount noted in the below table entitled "Benefit Amounts and Covered Limits"

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

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

#### 4. *Loss arising from exposure*

If whilst on a Common Carrier Conveyance Trip You are unavoidably exposed to the elements and sustain an Injury that results in a Loss, other than Loss of life,

due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier

Conveyance on which You were travelling, We will pay the applicable benefit amount noted in the below table entitled "Benefit Amounts and Covered Limits"

#### 5. Loss arising from disappearance

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

<b>Benefit Amounts and Covered Limits</b>		
	<b>Benefit Amount</b>	
Loss type	You or Spouse	Dependent Child(ren)
Loss of life	\$300,000	\$20,000
Dismemberment:		
Loss of both hands or both feet	\$300,000	\$20,000
Loss of one hand and one foot	\$300,000	\$20,000
Loss of entire sight of both eyes	\$300,000	\$20,000
Loss of entire sight of one eye and one hand or one foot	\$300,000	\$20,000
Loss of one had or one foot	\$150,000	\$20,000
Loss of the entire sight of one eye	\$150,000	\$20,000

#### **Terms and Conditions applicable to Transport Accident Cover**

##### **(Please also refer to the General Terms and Conditions applicable)**

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

## **SECTION (B) CARD ACCOUNT BALANCE WAIVER COVER**

### **Cover**

1. *Payment of outstanding balance of American Express Business Explorer Credit Card Account*

If You suffer a Loss under Section (A) – Transport Accident Cover then, We will pay the lesser of either:

- (a) the outstanding balance on Your American Express Business Explorer Credit Card Account at the time of the Loss (including charges on that Card Account incurred prior to the accident that have not yet been billed); or

(b) the sum of \$20,000.

Exclusions under Account Balance Waiver Cover (Please also refer to the General Terms and Conditions)

We will not pay any charges on Your American Express Business Explorer Credit Card Account which are more than ninety (90) days overdue.

## **SECTION (C) BUSINESS TRIP COMPLETION COVER**

### **Specific Definitions under Business Trip Completion**

Alternative Employees Expenses means reasonable and necessary airfares, accommodation and meal expenses, and other essential expenses incurred in transporting a substitute person to complete Your original Trip in order to achieve your business objectives due to your Serious Injury or Sickness.

Serious Injury or Sickness means injury or sickness which entirely prevents You from achieving all or part of Your business objectives for the Trip based on medical evidence due to the severity and duration of that injury or sickness.,. Such injury or sickness must commence while You are on the Trip.

### **Cover**

#### *1. Alternative Employee Expenses*

If whilst You are on a Common Carrier Conveyance Trip, Your company necessarily incurs Alternative Employee Expenses as a result of Your accidental death, Serious Injury or Sickness, or the accidental death of a Close Relative who is under eighty (80) years of age, We will pay expenses incurred for:

- (a) return airfares at the same class as the original ticket limited to \$20,000; and
- (b) accommodation and meal expenses limited to \$20,000; and
- (c) other essential expenses incurred in transporting the substitute person limited to \$500.

### **Exclusions under Business Trip Cancellation Cover (Please also refer to the General Terms and Conditions)**

We will not cover any loss caused arising from:

1. Injury or sickness where the Common Carrier Conveyance Trip was taken against the advice of a Doctor.
2. Pregnancy or any complication thereof.
3. The accidental death of a Close Relative who is over eighty (80) years of age.

## **SECTION (D) TRAVEL INCONVENIENCE COVER**

### **Cover**

The maximum We will pay under each subsection below where more than one person claims for expenses on the same American Express Business Explorer Credit Card us double the limit per event,

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

If during a Trip, departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for additional hotel accommodation and restaurant meals or refreshments, charged to the American Express Business Explorer Credit Card, up to a maximum of \$200.



## 2. *Missed flight connections*

If during a Trip, Your onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of the incoming flight, We will reimburse You for additional hotel accommodation and restaurant meals or refreshments, charged to the American Express Business Explorer Credit Card, up to a maximum of \$200.

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

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point of Your Scheduled Flight (not being Your place of residence), We will reimburse You for the emergency purchase or hire of essential clothing and items, which are immediately necessary for Your Trip and charged to the American Express Business Explorer Credit Card, up to a maximum of \$500, incurred at such scheduled destination.

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

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point of Your Scheduled Flight (not being Your place of residence), We will reimburse You for the emergency purchase or hire of essential clothing and items, charged to the American Express Business Explorer Credit Card, up to an additional \$500 incurred at such scheduled destination.

### **Terms and Conditions applicable to Travel Inconvenience Cover**

1. Additional accommodation, restaurant meals or refreshments, emergency purchase of essential clothing and items must be charged to Your American Express Business Explorer Credit Card.
2. In the event of a claim, You must provide Us with invoices and/or receipts.
3. In respect of lost or delayed luggage, a copy of the property irregularity report obtained from the airline, must be supplied to Us together with the following information:
  - (a) full details of the flight (airline, flight numbers, departure airport, destination, Scheduled Flight times and arrival airport);
  - (b) full details of the delay or loss incurred; and
  - (c) full details of expenses for which reimbursement is claimed.
4. Benefits payable under this section in respect of valid claims will be credited to the American Express Business Explorer Credit Card Account used to make the covered payments.

### **Exclusions under Travel Inconvenience Cover**

#### **(Please also refer to the General Terms and Conditions)**

Cover does not extend to:

1. Confiscation or requisition by customs or other government authorities;
2. Your failure to take reasonable measures to save or recover lost luggage;
3. Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report;
4. luggage delay or extended luggage delay on Your arrival back in Australia; or
5. items purchased after Your luggage has been returned to You.

# SECTION (E) MEDICAL EMERGENCY EXPENSES COVER

## Specific Definitions under Medical Emergency Expenses Cover

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

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

*Repatriation/Evacuation means Your:*

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

## Cover

This cover does not apply if You are eighty (80) years of age or older at any time during the Trip.

Children born on the trip, whether premature or otherwise, are not covered.

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

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

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

- (a) for Your Repatriation/Evacuation if approved by Chubb Assistance's senior medical officer and following consultation with the attending Doctor;
- (b) the cost of Treatment to meet Your immediate needs up to a maximum of \$2,500,000;
- (c) emergency dental Treatment up to a maximum of \$1,000;
- (d) Reasonable extra accommodation costs (room-only) up to a maximum of \$150 per night for a maximum of ten (10) nights in total for You and any person who stays or travels with You based on medical advice to extend Your stay as agreed by Chubb Assistance. Cover is for one room only and not per person;
- (e) if You are travelling alone, We will pay the reasonable return economy airfare and extra accommodation costs (room-only) for Your friend or Close Relative to stay with You up to a maximum of \$150 in total per night for a maximum of ten (10) nights as agreed by Chubb Assistance. Cover is for one room only and not per person.

In the event of a Medical Emergency Chubb Assistance may:

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

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

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

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

### **In an emergency:**

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

If Your medical condition prevents You from calling, someone else should call on Your behalf, such as a relative, Your travelling companion, nurse or Doctor.

If you do not call Chubb Assistance before seeking emergency medical treatment, or You chose to seek treatment from a medical service not approved by Chubb Assistance, and the treatment costs could have been reduced through agreements arranged by Chubb Assistance, You may be responsible for Your medical expense costs covered under this insurance, to the extent they could otherwise have been reduced, up to a maximum of \$25,000.

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

1. You must be under eighty (80) years of age.
2. We will not pay medical costs if you do not call Chubb Assistance before seeking emergency medical treatment, or You chose to seek treatment from a medical service provider not approved by Chubb Assistance and We incur additional costs as a result, You may be responsible for Your medical expense costs covered under this insurance, to the extent of those additional costs, up to a maximum of \$25,000. You must contact Chubb Assistance as soon as a claim or potential claim arises. You must contact Chubb Assistance before incurring expenses or as soon as physically possible, to obtain prior authorisation or this may jeopardise

Your claim. For example, Chubb and/or Chubb Assistance has negotiated special rates with certain medical services providers and Chubb reserves the right to limit its liability to the costs that would have been incurred, had You complied with the claims notification provisions.

3. You must take all reasonable measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit the Appointed Claims Handler any reasonable examination into the cause and extent of loss and/or damage.

5. If You brought about the loss intentionally or through gross negligence or attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
6. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.
8. We will pay expenses associated with a Medical Emergency occurring within the territorial waters of Australia only provided:
  - (a) no payment is incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the *Health Insurance Act 1973* (Cth); and
  - (b) no payment is incurred which would result in Us contravening the *Health Insurance Act 1973* (Cth) or the *Private Health Insurance Act 2007* (Cth) or any succeeding legislation to those Acts.

**Exclusions under Medical Emergency Expenses Cover  
(Please also refer to the General Terms and Conditions)**

Cover does not extend to:

1. Your Pre-Existing Medical Conditions.
2. any costs incurred due to Your failure to contact Chubb Assistance
3. Your participation in Excluded Sports and Activities
4. Your participation in extreme sports where special equipment, training and preparation are required.
5. You engaging in Manual Work.
6. costs related to dentures, crowns and orthodontics.
7. costs You incur outside Australia after the date Chubb Assistance confirms that You should return to Australia.
8. cost of Treatment performed by Close Relatives.
9. coffins and/or urns which do not meet international airline standards for transportation of mortal remains.
10. sexually transmitted diseases.
11. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
12. costs incurred in Australia.
13. claims arising from a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless Chubb Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.
14. any costs incurred, whether directly or indirectly as a result of an error or mistake of the medical practitioner. We will not accept any costs incurred that would not be made in the absence of insurance, for example, costs that are unnecessary or unreasonable in the circumstances, or not in accordance with recognised practice. (You will have no liability for costs that are covered under the Terms and Conditions and agreed with Us and any disputes with third parties in respect of cover or benefits provided must be directed to Us).
15. Children born on the trip, whether premature or otherwise.

## **Excess applicable to Medical Emergency Expenses Cover**

\$250 for each and every claim.

# **SECTION (F) BAGGAGE, MONEY AND DOCUMENTS COVER**

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

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

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

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

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

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

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

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

## **Cover**

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

If during a Trip Your Personal Baggage or Money and Documents are damaged, destroyed, lost or stolen and not recovered, We will reimburse You up to \$10,000 in total in any one (1) three hundred and sixty-five (365) day period for:

1. Any one (1) item or any one (1) Pair or Set of items up to \$1,000 in total; or
2. Valuables up to \$1,000 in total; or
3. Money and Documents up to \$500; or
4. Any Mobile phone up to \$250;
5. Any one (1) laptop computer up to \$2,500

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

1. We will at Our discretion, pay You for the loss of, or replacement of, or repair of the items concerned.
2. Payment will be based on the items current purchase price subject to a deduction for wear and tear.
3. We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed. For example, if one earring is stolen We will only pay 50% of the cost of replacement earrings.
4. You will need to transfer to Us, on Our request and at Your expense, any damaged item.

5. You must take reasonable precautions to secure the safety of all items, and must not leave them unsecured or Unattended or outside Your reach at any time in a Public Place.
6. Cover in respect of theft from an unattended motor vehicle is subject to the following:
  - (a) items must be locked out of sight in a Secure Area; and
  - (b) forcible or violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - (c) evidence of such entry is available.
7. To support all claims You must supply the items original purchase receipt or an alternative written or printed proof of the purchase price.
8. You must supply all original invoices, receipts and reports to the Appointed Claims Handler ensuring that You keep a copy of the documents sent.
9. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
10. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of You receiving Your Personal Baggage.

**Exclusions applicable to Baggage, Money and Documents Cover  
(Please also refer to the General Terms and Conditions)**

Cover does not extend to:

1. items loaned, hired or entrusted to You.
2. items left Unattended in a Public Place.
3. Valuables in an unattended motor vehicle.
4. Valuables from Personal Baggage checked in or stowed in the luggage hold of a Common Carrier Conveyance, or any other storage area.
5. loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area.
6. electrical or mechanical breakdown of items.
7. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
8. confiscation or destruction by order of any government or public authority.
9. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
10. damage to sports gear and activity equipment while in use.
11. in respect to a pair or set of items, we will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
12. shortages, errors, omissions, depreciation in value in respect of Money and Documents.
13. loss from hotel rooms unless evidence is available of unlawful entry to the room. For example, the hotel has a record of an unauthorised access card or key being used to enter the room. A written report from the accommodation manager or local police must be obtained within forty-eight (48) hours of the incident occurring.
14. animals or plant life, antiques and historical artefacts, boats or canoes and their ancillary equipment, bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents, business goods or specialised equipment relating to a trade or

profession, china, consumable or perishable items, contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, motor vehicles or accessories, pedal cycles, pictures and photos.

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

\$100 per claim, except laptop computers where the excess will be \$250 per claim.

## **SECTION (G) TRAVEL CANCELLATION COVER**

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

*Amendment* means You have commenced a Trip, have been delayed in commencing a Trip or You have missed a portion of Your Trip and You have to make changes to Your planned Trip, but do not have to return any earlier than intended.

*Cancellation* means You do not commence Your Trip at all.

*Curtailment* means You have commenced Your Trip and You have had to return home early.

*Travel Disruption* means the necessary, unavoidable and unforeseen Cancellation, Curtailment or Amendment of a Trip due to the following causes:

- (a) You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, where in all cases the Close Relative is not more than ninety (90) years of age, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (c) Your redundancy which qualifies for redundancy payments under current legislation.
- (d) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.
- (e) You being required by the police or an authority to be present at Your home or place of business in Your Country of Residence following burglary, or local major damage such as flood at Your home or place of business in Your Country of Residence.
- (f) a delay of more than twenty-four (24) hours, or the reduction in the length of Your Trip by at least 25%, on the first leg of Your Trip as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means that You no longer want to go on Your Trip. This only applies for Cancellation of a Trip.

### **Cover**

#### **In the event of Travel Disruption**

In the event of Travel Disruption, We will pay:

- (a) non-refundable deposits;
- (b) pre-paid excursion costs;
- (c) travel agents' commission which is limited to \$750 or 15%, whichever is the lesser;
- (d) unused travel and accommodation costs that You have paid or are contractually obliged to pay;
- (e) any other reasonable additional expenses incurred limited to \$3,000;

- (f) the retail price (at the time of booking the Trip) for any ticket (or part thereof) of a Common Carrier Conveyance ticket purchased using American Express Membership Rewards points or Travel Credit if that ticket is subsequently cancelled as a result of Travel Cancellation and the loss of such points or Travel Credit cannot be recovered from any other source, up to \$10,000; and
- (g) up to \$10,000 in total per Trip.

**Exclusions applicable to Travel Cancellation Cover  
(Please also refer to the General Terms and Conditions)**

Cover does not extend to any loss arising from:

1. Your, Your Travelling Companion or Close Relative's Pre-Existing Medical Conditions.
2. Cancellation due to the death, Accidental Injury, Sickness or Disease of any Close Relative who is more than ninety (90) years of age.
3. Cancellation where a refund whether by direct debit, credit note, or other means, has been received for the cost of the cancelled travel or accommodation.
4. Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed.
5. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip.
6. Your failure to check-in at the required time for any flight, sea crossing or train journey.
7. Cancellation caused by Your work commitments, or amendment of Your leave or holiday entitlement by Your employer, unless You are a member of the Australian Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
8. Travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Card Member.
9. Costs incurred in respect of any Medical Condition where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable. Medical certificates must be provided at Your own cost.
10. You or any other person deciding not to continue Your Trip or changing Your plans.
11. Your financial circumstances or any contractual or business obligation.
12. The failure of Your travel agent to pass on monies to operators or to deliver promised services.
13. A Cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
14. Any government regulation, prohibition or restriction.
15. Additional expenses where a claim has already been made for forfeited costs for the same event, or if a claim has been paid elsewhere e.g. Travel Inconvenience Cover.
16. Circumstances known to You prior to the booking of the Trip.
17. The death, injury, or disabling injury, sickness or disease of any person living outside Australia.

**Excess applicable to Travel Cancellation Cover**

\$250 each and every claim



# SECTION (H) PERSONAL LIABILITY COVER

## Cover

### Personal Liability Cover

If during Your Trip, You become liable to pay damages for injury to any person, or accidental loss or damage to property, We will pay costs up to \$1,000,000:

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

We will only pay \$1,000,000 for damages or costs arising directly or indirectly from one (1) cause.

### Terms and Conditions applicable to Personal Liability Cover

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

### Exclusions under Personal Liability Cover

**(Please also refer to the General Terms and Conditions)**

Cover does not extend to:

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

## 6. GENERAL TERMS AND CONDITIONS

### General Exclusions

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

1. Pre-existing Medical Conditions.
2. Any Trip that is longer than one hundred and eighty (180) days.
3. Conduct which has been impaired by Your consumption of alcohol and/or drugs (other than drugs prescribed and taken in accordance with medical advice)
4. Your intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof.
5. 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.
6. Travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.).
7. Declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war.
8. Service in the military, naval or air service of any country.
9. Participation in any military, police or fire-fighting activity.
10. Activities undertaken as an operator or crew member of any conveyance.
11. Flying in military aircraft or any aircraft which requires special permits or waivers.
12. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
13. 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.
14. The refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.
15. An act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
16. Any condition that results in a fear of flying or travel-related phobias.

### General Conditions

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.

2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. No amount payable under this cover shall carry interest unless payment has been unreasonably delayed following Our receipt of all the required information, documents or other evidence necessary to support the claim.

## **7. HOW TO MAKE A CLAIM**

When making a claim You must:

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

### **MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS**

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

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

#### **Claiming under the Terms and Conditions**

1. In the event of a medical emergency or for travel assistance whilst overseas, call Chubb Assistance on +61 2 9335 3492.
2. To make a non-emergency claim, please follow the link [www.americanexpress.com/australia/claims](http://www.americanexpress.com/australia/claims) within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
6. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

## **8. COMPLAINTS AND DISPUTE RESOLUTION**

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the fifth business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. The

exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship. The exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### **Stage 1 – Complaint Handling Procedure**

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

Complaints.AU@chubb.com

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4907  
Sydney NSW 2001

Tel: 1800 815 675

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all

necessary information and have completed any investigation required.

In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

### **Stage 2 – Internal Dispute Resolution Procedure**

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email us at:

DisputeResolution.AU@chubb.com

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4907  
Sydney NSW 2001

Tel: +61 2 9335 3200

Fax: +61 2 9335 3411

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to FOS as detailed below.

### **Stage 3 – External Dispute Resolution**

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may seek to have your complaint considered by AFCA, an independent, external dispute resolution body. AFCA will review our actions in accordance with its Scheme Rules to determine if we have fulfilled our obligations to you. Please note that AFCA will refer you to Chubb if you didn't first raise your complaint with us.

You may contact AFCA by the following means:

Mail: Australian Financial Complaints Authority Limited  
GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Internet: [www.afca.org.au](http://www.afca.org.au)

## **9. PRIVACY**

Chubb Insurance Australia Limited 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, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

### *Your Choices*

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy.

This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

### *How to Contact Us*

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

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.

## **10. GENERAL INSURANCE CODE OF PRACTICE**

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

## **11. FINANCIAL CLAIMS SCHEME AND COMPENSATION ARRANGEMENTS**

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

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

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

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

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