

American Express® Business Card Insurance

Terms and Conditions

Effective 15th March 2022



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Terms and Conditions

This Policy is effective from 15/03/2022

American Express® Card Insurance Policy Number: 09NACSBQ06

Eligible American Express Card Products

This Policy applies to the following American Express Card Account products only:

- (a) American Express Business Card;
- (b) Qantas American Express Business Credit Card.

About this Policy

This Policy sets out important information about the insurance benefits available to Card Members, Employee Card Members, their Spouses and Dependent Children. It explains the nature of the arrangements and relevant benefits and risks. If You feel that this product does not meet Your specific needs and intended coverage, this Policy may not be right for You. You may need to buy separate or additional insurance if this Policy does not cover You for all the things You need cover for.

This document provides general advice only. It does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

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

This Policy offers 1 main type of benefit and service:

1. Travel insurance benefits.

Cancelled or Suspended Cards

If your card is cancelled or suspended, you are not entitled to cover under this Policy. It is your responsibility to make sure that your minimum repayments are paid on time and that you comply with your American Express Card Account terms and conditions. Refer to Your American Express Card Account terms and conditions or please contact American Express by calling the number on the back of your card to obtain a copy.

Termination

Cover will be terminated at the earlier of the following:

- Your American Express Card Account is cancelled or suspended; or
- termination of the Group Policy.

Upon termination of the Group Policy, the insurance benefits will no longer be available to Card Members after the termination date. If You have satisfied the eligibility criteria prior to the termination of the Group Policy, cover is still available with respect to the cover section(s) that You are eligible for. American Express will always notify You in advance if the Group Policy is to be terminated.

Remember To Check This Policy

It is important to check this Policy from time to time, particularly before You travel to remind yourself of what is and isn't covered. Some things You might consider doing whilst travelling might not be covered (for example, jet skiing, bungee jumping or hiring a scooter if You don't have a motorcycle licence).

You may need to buy separate or additional insurance if this Policy does not cover You or the things You need cover for.

Please familiarise yourself with this Policy. We want to ensure You are clear about what it covers and what it does not cover or excludes. 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.

Always Take Care When Travelling

Make sure You have checked the most up to date Australian Government travel advice before You go on a Trip to understand any specific risks for Your destination. You also need to make sure You take care with Your belongings, make sure You keep valuable possessions on You and never leave Your luggage Unattended (for example, in a car overnight). This insurance is not designed to cover carelessness or high-risk activities, so be a sensible and prudent traveller.

Making a Claim

If You need to make a claim, keep supporting documents and proof of any loss, including all police reports, sales receipts and card statements showing any purchases made. See Section 'How To Make A Claim' for more detail.

Changes to This Policy

The cover under this Policy may be updated from time to time. A copy of the current policy wording can always be found by visiting the American Express Australia website at: www.americanexpress.com/au/insurance/insurance-with-your-card/. This document replaces and supersedes any Policy issued prior to the effective date.

Important Things to Know About This Policy

We have listed a number of important things (below) that You should know about this Policy. This information is not intended to be a complete list of all coverage sections, terms, conditions or exclusions under this Policy. Rather, the information is intended as a quick reference point to assist You in Your understanding of this Policy.

Pre-Existing Medical Conditions

This Policy **does not cover any costs incurred from or relating to any Pre-Existing Medical Condition** under Sections A – D (below). For example, it does not provide cover if You need emergency medical treatment overseas for an existing illness or if You need to Cancel Your Trip because a Close Relative’s existing medical condition deteriorates before You travel. If You have Pre-Existing Medical Conditions, this cover may not be right for You. Before You make Your Qualifying Travel Purchase, You should review this Policy to make sure it provides the right cover for You and Your health situation.

Pregnancy & Travel Insurance Benefits

It’s important to understand how Your travel insurance benefits under this Policy may be limited if You are pregnant.

One key section of this Policy that You should be aware of is:

1. Section B – Business Trip Completion Cover:

You are covered if You have a sudden and unexpected Injury or Illness arising from or related to Your pregnancy that:

- a) is confirmed by medical evidence provided by a treating Doctor, and
- b) is not otherwise excluded within this Policy, and
- c) prevents You from completing Your Trip, and
- d) Your company necessarily incurs additional costs in sending a substitute person.

When Are You Not Covered if You are pregnant?

You are not covered for any costs arising from or related to:

- 1. any Pre-Existing Medical Condition;
- 2. any costs arising from childbirth or the health of a newborn child.

Exclusions Within This Policy

As with all insurance, there are certain exclusions that apply. Some exclusions only apply to certain benefits under this Policy, while other exclusions apply to all claims. You should read the following:

- a) General Exclusions and General Conditions sections within this Policy, which apply to all claims.
- b) Each cover section includes information about what We cover and any terms and conditions and exclusions that apply to the cover section.

To ensure You understand when We will pay for a claim, You should read each section carefully. You should make sure to check this Policy before You travel to make sure that You, and all the things You want to do, are covered.

Age Limits

Please note that to be eligible for some of the benefits under this Policy, age limits apply. Please see the table below for a summary of the age limits that apply within this Policy.

Cover Section	Age Limit
Age Limit for Covered Person	
Travel Insurance Cover (Sections B – D) Card Account Balance Waiver Cover (Section A)	You must be 79 years of age or younger before You make Your Qualifying Travel Purchase.
Age Limit for Close Relative and Travelling Companion	
If Your claim relates to cancellation or disruption of Your Trip due to an Injury or Illness of Your Close Relative or Travelling Companion, age limits also apply. Business Trip Completion Cover (Section B)	Close Relative or Travelling Companion must be 90 years of age or younger when You make Your Qualifying Travel Purchase.

Excluded Sports and Activities

Not everything You do on Your Trip will be covered by this Policy. This includes

- some popular holiday activities such as bungee jumping, jet skiing, horse riding or trekking (with climbing equipment or when You ascend more than 3,000 metres from sea level).
- competitive sporting events (for example, where You may receive a fee or prize money).

Please see the definition of 'Excluded Sports and Activities' for a full list of activities and sports which are not covered under this Policy.

Travelling Against Medical or Government Advice

If You are advised not to travel or not to go on a particular Trip (for example, to a specific destination), You must comply with that advice. You will not be covered under Sections B – D of this Policy if You start a Trip against the following advice:

- (a) a treating Doctor advises You not to travel; or
- (b) an Australian State or Territory or the Australian Federal Government or an Australian government agency (such as DFAT) advises You not to travel (for example, through border closures or 'Do Not Travel' travel advisories). This exclusion applies even if You have been granted a travel exemption by an Australian State or Territory, the Australian Federal Government or an Australian government agency (such as DFAT) to travel.

Return Trips Only

You are only eligible for the travel insurance benefits under Sections B – D of this Policy for return Trips i.e. trips that begin and end from Your Home or Work in Australia. It does not cover One-Way Trips where You have no plans to return to Australia.

You may need to provide evidence of Your intention to return to Your Home or Your Work where reasonably possible, for example by providing copies of a return ticket, itinerary or schedule, return transfer or accommodation bookings, confirmation of return to Work dates etc. Remember, cover automatically ends for all Trips at 62 days.

Fraud

Chubb takes insurance fraud seriously. Creation or submission of false documents, or exaggerating a genuine claim is considered insurance fraud. Such behaviour has a negative impact on the cost of insurance for all customers.

We use Our dedicated special investigations unit at Chubb to detect and investigate selected claims daily. When the evidence supports it, Chubb will report suspect claims to the police and dedicate resources to assisting any potential criminal prosecutions.

Australian Law

Your Policy is governed by the laws of the State or Territory of Australia where Your Home is. Any dispute or action in connection with Your Policy will be conducted and determined in the courts of the State or Territory of Australia in which Your Home is.

Australian Currency

All payments made under this Policy must be in Australian currency.

Chubb Assistance (In The Event Of An Emergency)

Emergency assistance around the world

In the event of a medical emergency whilst overseas simply phone **+61 2 8907 5666** to get immediate help in locating medical assistance in Your local area.

For all non-emergency matters, contact Chubb Customer Service on **1800 236 023**, or You can submit Your claim online by visiting the Chubb Claims Centre for American Express: www.americanexpress.com/australia/claims.

Where Your claim is excluded or falls outside this Policy coverage, We may still provide You with some emergency assistance. If We do this, the provision of emergency assistance by Chubb Assistance will not in itself be an admission of liability.

Considerable effort is made to locate, assess and reassess medical facilities and other services worldwide. However, the medical standards, sanitary conditions, reliability of telephone systems and facilities for medical services differ from country to country and accordingly, it is not always possible to have control over these factors. In the circumstances, responsibility for any loss, medical complication or death resulting from any factor beyond Our control, cannot be accepted by Chubb Assistance or Us.

Eligibility for Cover Under This Policy

Cover under this Policy is only available to Card Members who meet the eligibility criteria. You need to use Your American Express Card Account in accordance with the Eligibility Table below. Not all cover sections have the same eligibility criteria, so it is important You understand when the benefits under this Policy become available to You.

Eligibility Table

Cover Section	Eligibility Criteria To be eligible for the benefits under the cover section(s) of the Policy, the following eligibility criteria needs to be met:	When are benefits available under the Policy?	When are no benefits available under this Policy?
<p>Travel Insurance Cover (Sections B – D)</p> <p>Card Account Balance Waiver Cover (Section A)</p>	<ol style="list-style-type: none"> 1. You are a Card Member or an Employee Card Member or their: <ol style="list-style-type: none"> a. Spouse; or b. Dependent Child. 2. You are a Resident of Australia. <p>Domestic Return Trips</p> <ol style="list-style-type: none"> 3. You are going on a Domestic Return Trip and You either: <ol style="list-style-type: none"> a. spend \$500 or more on accommodation; or b. pay the full amount of Your outbound ticket for a Scheduled Flight, Scheduled Cruise, bus or train to Your scheduled outbound destination, on Your: <ol style="list-style-type: none"> i. American Express Card Account; ii. corresponding American Express Membership Rewards points (where applicable); and/or iii. Travel Benefit. <p>International Return Trips</p> <ol style="list-style-type: none"> 4. You are going on an International Return Trip and You pay the full amount of Your outbound ticket for a Scheduled Flight or Scheduled Cruise leaving Australia on Your: <ol style="list-style-type: none"> i. American Express Card Account; ii. corresponding American Express Membership Rewards Points/Qantas Points (where applicable); and/or iii. Travel Benefit. 5. You hold an eligible American Express Card Account which is current (meaning it is not cancelled or suspended). 6. You are 79 years of age or younger when You make Your Qualifying Travel Purchase. 	<p>If You have satisfied the eligibility criteria, You will be eligible to make a claim for the Travel Insurance cover for Your Domestic Return Trip or International Return Trip.</p>	<p>There is no cover under this Policy if:</p> <ol style="list-style-type: none"> 1. You do not meet the eligibility criteria; 2. Your American Express Card Account has been cancelled or suspended; 3. You are going on a One-Way Trip. <p>Please also refer to the Terms, Conditions and Exclusions within each cover section (A – D below) and the General Exclusions and General Conditions within this Policy.</p>

IMPORTANT INFORMATION: American Express has the right to change or terminate the Group Policy and your insurance benefits under it. American Express will always notify you before making any change to the Group Policy that materially impacts your insurance benefits.

If You Change Your American Express Card Account product, or Your American Express Card Account Is Cancelled or Suspended

If You change Your American Express Card Account product to another card offered by American Express (e.g. a card downgrade or upgrade), you will not be entitled to cover under this Policy and the insurance benefits will stop.

The card you hold at the date of the claim Event will determine which insurance benefits you have. If your new American Express card comes with insurance benefits, you may be entitled to cover under that new policy. You should always check before changing to another American Express card whether that card comes with insurance benefits, and the terms and conditions associated with any such insurance benefits to ensure the level of cover is right for You.

If your American Express Card Account is suspended or cancelled, then there is no cover under this Policy.

Please see the table below for more information.

American Express card at the date of Qualifying Purchase	American Express card at the date of claim Event	Which policy applies?
Your American Express Card Account product associated with this Policy.	A different American Express card with no insurance benefits.	This Policy will not apply as you changed Your American Express card. This means there is no cover under this Policy. See Example A below.
Your American Express Card Account product associated with this Policy.	A different American Express card with different insurance benefits (i.e. where you upgrade or downgrade to a different card).	This Policy will not apply as you changed Your American Express card. The policy of your new American Express card will apply, subject to the terms, conditions, limits and exclusions of that policy. See Example B below.
A different American Express card product with or without insurance benefits.	Your American Express Card Account associated with this Policy.	This Policy will apply. Cover is subject to the terms, conditions, limits and exclusions of this Policy.
Card Suspension or Cancellation		
Your American Express Card Account product associated with this Policy.	Your American Express Card Account has been cancelled or suspended).	This Policy does not apply; there are no insurance benefits available to you as your American Express Card Account has been cancelled or suspended.

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The following examples are provided to illustrate how Your cover may be affected by changes to Your card.

Example A – No American Express Card Account in place at the date of claim Event	Example B – Different American Express card in place at the date of claim Event
<p>Joan holds an American Express Card Account that has travel insurance cover and makes a Qualifying Travel Purchase for a Trip that she intends to take later in the year.</p> <p>Before she starts her Trip, Joan decides to cancel her American Express Card Account. Upon cancelling her American Express Card Account, Joan does not apply for another American Express Card.</p> <p>Subsequently, Joan travels and unfortunately her luggage is lost in transit to her scheduled destination.</p> <p>Joan does not have any entitlement to make a claim under the Policy for the lost luggage as Joan had cancelled the American Express Card Account, which means Joan did not hold a valid American Express Card Account at the date of the claim Event and therefore no longer has access to the travel insurance cover.</p>	<p>Tim makes a Qualifying Travel Purchase for a Trip using his American Express Card Account that has travel insurance cover.</p> <p>Prior to travelling, Tim arranges with American Express to downgrade his card to another American Express Card with a lower fee that has less travel insurance benefits.</p> <p>On the Trip, Tim suffers an Injury. The previous American Express Card Account which Tim held included Medical Emergency Expenses cover, but the new card held by Tim at the date of the claim Event does not include Medical Emergency Expenses cover.</p> <p>Tim cannot therefore make a claim for Medical Emergency Expenses as the policy in-force at the date of the claim Event does not include this type of cover.</p>

For medical and travel emergencies, please contact Chubb Assistance on +61 2 8907 5666.

For claims and general enquiries about this Policy, please contact Chubb:

Address: Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000 Australia
Postal Address: GPO Box 4907, Sydney NSW 2001
Telephone: 1800 236 023
Overseas Telephone: +61 2 9335 3492
Email: CardmemberServices.ANZ@Chubb.com

Not an emergency?

Making a claim is quick and easy. You can submit Your claim online by visiting the Chubb Claims Centre for American Express:
www.americanexpress.com/australia/claims

Coverage Summary

IMPORTANT

- The following table is a summary of cover only, it is not an exhaustive list of all limits, terms, conditions or exclusions in this Policy. It is intended to be a quick reference tool to help You understand the main benefits and some exclusions that apply.
- You should always read the full Policy for comprehensive details.

Section	Cover Description	Key Exclusions
Travel Insurance Cover		
A	<p>Card Account Balance Waiver Cover</p> <p>If You suffer a Public Transport Accident (Section C below), pays the balance owing on Your American Express Card Account at the time of the accident.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • any charges on Your American Express Card Account that are already more than 90 days overdue at the time of the accident.
B	<p>Business Trip Completion Cover</p> <p>Provides cover to send another employee to complete Your Trip due to:</p> <ol style="list-style-type: none"> 1. Your Accidental Death; or 2. Your Injury or Illness; or 3. Accidental Death of a Close Relative. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> • privately hired, rented or chartered transport; • the accidental death of a Close Relative or Travelling Companion who is 91 years of age or older before You made Your Qualifying Travel Purchase.
C	<p>Public Transport Accident Cover</p> <p>Provides cover for Accidental Death or Permanent Disablement arising:</p> <ul style="list-style-type: none"> • While travelling as a passenger on Public Transport; or • from exposure and disappearance. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> • events which occur whilst travelling on privately hired, rented or chartered transport; • death caused by illness or natural causes.
D	<p>Travel Inconvenience Cover</p> <p>Provides cover if:</p> <ul style="list-style-type: none"> • Your Scheduled Flight departure is delayed by 4 hours or more; • Your Scheduled Flight is cancelled; • You are denied Scheduled Flight boarding; • You miss a Scheduled Flight connection; or • Your checked luggage is delayed by 6 hours or more. <p>The amount of cover varies for each benefit.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • Personal Baggage delay at the airport You first departed from in Your Home State or Territory in Australia; • the purchase of clothing and toiletries which are not necessary for Your Trip; • costs if You fail to notify the transport provider or carrier about delayed or missing luggage or You do not obtain a luggage incident report from them or show You have taken reasonable steps to obtain one.

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Schedule of Benefits

Please note that amounts quoted are in Australian dollars (unless otherwise stated).

Travel Insurance					
Section of Cover	Cover Description		Benefit Limit – per Covered Person unless otherwise stated		Excess Applies
			International Return Trip	Domestic Return Trip	
Section A	Card Account Balance Waiver		The total amount owing on Your American Express Card Account or \$10,000, whichever is the lesser	The total amount owing on Your American Express Card Account or \$10,000, whichever is the lesser	NIL
Section B	Business Trip Completion Cover Alternative Employee Expenses				NIL
	(a) Return airfares at the same class as the original ticket		Up to \$10,000	Up to \$10,000	
	(b) Additional accommodation and meal expenses		Up to \$3,000	Up to \$3,000	
	(c) Road or rail transportation expenses of the substitute person		Up to \$150	Up to \$150	
Section C	Public Transport Accident Cover	Benefit Type	Card Member/ Employee Card Member/ Spouse/ Dependent Child(ren)	Card Member/ Employee Card Member/ Spouse/ Dependent Child(ren)	NIL
	1. Accidental Death or Permanent Disablement while travelling as a passenger on Public Transport	i. Accidental Death	\$150,000	\$150,000	
		Permanent Disablement:			
	2. Accidental Death or Permanent Disablement arising while in a departure terminal or destination terminal	ii. Loss of both hands or both feet	\$150,000	\$150,000	
		iii. Loss of one (1) hand and one (1) foot	\$150,000	\$150,000	
	3. Accidental Death or Permanent Disablement arising from exposure	iv. Loss of entire sight of both eyes	\$150,000	\$150,000	
		v. Loss of entire sight of one (1) eye and loss of one (1) hand or one (1) foot	\$150,000	\$150,000	
	4. Accidental Death arising from disappearance	vi. Loss of one (1) hand or one (1) foot	\$75,000	\$75,000	
vii. Loss of the entire sight of one (1) eye		\$75,000	\$75,000		

Travel Insurance						
Section of Cover	Cover Description	Benefit Limit – per Covered Person unless otherwise stated				Excess Applies
		International Return Trip		Domestic Return Trip		
Section D	Travel Inconvenience Cover	Per Covered Person	Maximum for all Covered Persons (when travelling together)	Per Covered Person	Maximum for all Covered Persons (when travelling together)	NIL
	1. Delayed, cancelled, overbooked or missed onward Scheduled Flight	Up to \$200 after 4 hours	Up to \$400 after 4 hours	Up to \$200 after 4 hours	Up to \$400 after 4 hours	
	2. Delay of Personal Baggage checked-in on Scheduled Flight	Up to \$500 after 6 hours	Up to \$1,000 after 6 hours	Up to \$500 after 6 hours	Up to \$1,000 after 6 hours	
	3. Extended Delay of Personal Baggage checked-in on Scheduled Flight	Up to \$500 after 6 hours	Up to \$1,000 after 6 hours	Up to \$500 after 6 hours	Up to \$1,000 after 6 hours	

Definitions

The following words when used with capital letters in this document have the meaning given below. Wherever these words are used in plural in this Policy, they have the same meaning as the singular form shown below.

Accidental Death means death occurring as a result of an Injury.

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

American Express Card Account means an account issued by American Express Australia Limited which is current (meaning it is not suspended or cancelled), billed from Australia and in Australian dollars for the following card products:

- (a) American Express Business Card;
- (b) Qantas American Express Business Credit Card.

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

Card Member means a person who is issued an American Express Card Account as the primary account holder.

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

Chubb Assistance means the service provider acting on behalf of Chubb to provide emergency assistance.

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.

Covered Person means the Card Member or an Employee Card Member, and:

1. their Spouse;
2. their Dependent Child(ren)

who meets the eligibility criteria as specified in the Eligibility Table.

Dependent Child(ren) means any child (including stepchild or adopted child) of a Card Member, Employee Card Member or Spouse who is primarily dependent upon the Card Member or Spouse for maintenance and support, and who is:

- a) 25 years of age or younger; or
- b) of any age permanently mentally or physically incapable of self-support, as confirmed by medical evidence from a Doctor and who is permanently living with the Card Member or Spouse.

Dentist means a legally registered dentist who is not You or Your Close Relative.

Doctor means a legally registered medical practitioner who is not You or Your Close Relative.

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Domestic Return Trip means a return trip within Australia that is more than 150 kilometre radius from Your Home:

starting:

- a) when You leave Your Home or Your Work (whichever occurs last) to travel to Your destination, or
- b) when You leave Your Home or Your Work (whichever occurs last) to travel to the departure point of Your Scheduled Flight or Scheduled Cruise; and

ending:

- c) when You return to Your Home or Your Work (whichever occurs first); or
- d) when Your trip exceeds 62 consecutive days.

Employee Card Member means a person who is issued an additional American Express Card that is connected to the Card Member's primary American Express Card Account (also known as a supplementary card member).

Event(s) means an occurrence that gives rise to a claim for a benefit under Your Policy. Multiple occurrences attributable to one source or originating cause is deemed to be one Event.

Excess is the amount You must pay for each successful claim where indicated.

Excluded Sports and Activities means boxing; cave diving; horse jumping; horse riding; hunting and hunting on horseback; professional sports; canyoning; caving; diving; mountain-climbing; steeple chasing; any form of motor racing; speed, performance or endurance tests; abseiling; American football; bob sleigh; bungee jumping; base jumping, canoeing; clay pigeon shooting; deep sea fishing; go-karting; hang gliding; heli-skiing; hot air ballooning; ice hockey; jet biking and jet skiing; martial arts; micro-lighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; quad biking; rock climbing; SCUBA diving deeper than 30 metres; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking requiring climbing equipment and/or ascending above 3,000 metres from sea level; war games/paint ball; white water rafting; yachting more than 20 nautical miles from the nearest coastline.

Group Policy means the group policy of insurance held by American Express as detailed in the '**General Information To Know About This Policy**' section of this Policy.

Home means Your usual place of residence in Australia (where You live).

Illness means a sickness or disease which requires treatment by a Doctor or a Dentist. It does not include an Injury or Pre-Existing Medical Conditions.

Injury means an accidental bodily injury resulting solely and directly from:

1. a sudden, external and identifiable Event that happens by chance and could not have been expected from the perspective of the Covered Person; and
2. which occurs independently of any Illness or any other cause, and
3. causes a loss within 12 months of the accident.

It does not include an Illness or a Pre-Existing Medical Condition.

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 applicable laws of any jurisdiction.

International Return Trip means a trip where Your destination is outside of Australia:

starting:

- (a) when You leave Your Home or Your Work (whichever occurs last) to travel to the airport to fly on Your Scheduled Flight; or
- (b) when You leave Your Home or Your Work (whichever occurs last) to travel to a harbour port to board a Scheduled Cruise; and

ending:

- (c) when You return to Your Home or Your Work (whichever occurs first) having travelled from the airport or harbour port; or
- (d) when Your trip exceeds 62 consecutive days.

One-Way Trip means any trip for which You are unable to provide evidence of Your intention to return to Your Home or Your Work.

Permanent Disablement means a loss caused by an Injury which results in the:

- i. complete and permanent severance of a foot at or above the ankle joint; or
- ii. complete and permanent severance of a hand at or above the wrist; or
- iii. irrecoverable loss of the entire sight of an eye.

Personal Baggage means items of necessity, ornament or personal convenience for Your individual use during the Trip, including clothing, toiletries and personal effects worn or carried by You within a suitcase (or similar). **It does not include Valuables.**

Policy means this document which details the insurance benefits available to You under the Group Policy including all relevant terms, benefit limits, conditions and exclusions.

Pre-Existing Medical Condition means any physical defect, medical or dental condition, illness, injury or disease that:

IN THE TIME PERIOD PRIOR TO MAKING YOUR QUALIFYING TRAVEL PURCHASE	THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE
<p>2 years</p>	<p>requires either of the following:</p> <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> i. ongoing medication for treatment or risk factor control; ii. prescribed medication from a Doctor; iii. check-ups, consultations, reviews or progress advice (other than those recommended by a Doctor to review a previous condition that is considered by a Doctor prior to You making Your Qualifying Travel Purchase to be cured or in complete remission); or iv. surgery; or 2. is either <ol style="list-style-type: none"> i. under investigation; ii. pending diagnosis or test results; or iii. chronic or arthritic.
<p>3 years</p>	<p>THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE affects any of the following body parts:</p> <ul style="list-style-type: none"> • heart; • brain (other than a mental health related condition); • liver; • back / spine; • kidneys; • cardiovascular or circulatory or respiratory system; <p>and where such medical condition either:</p> <ol style="list-style-type: none"> I. involved a hospital emergency visitation or being an inpatient in hospital; or II. required or requires surgery, a specialist appointment or consultation; or III. requires: <ol style="list-style-type: none"> i. ongoing medication for treatment or risk factor control; or ii. prescribed medication from a Doctor; or iii. check-ups, consultations, reviews or progress advice (other than those recommended by a Doctor to review a previous condition that is considered by a Doctor prior to You making Your Qualifying Travel Purchase to be cured or in complete remission); or a. is currently either: <ol style="list-style-type: none"> i. under investigation; or ii. pending diagnosis or test results.
<p>5 years</p>	<p>THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE related to cancer.</p>
<p>3 Months</p>	<p>THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE led to the manifestation of symptoms where a reasonable person in the circumstances would be expected to be aware of or a reasonable person under the circumstances would have foreseen.</p>

Public Transport means an air, land, water or rail passenger transport that is operated by a carrier licensed for the regular transportation of fare-paying passengers (including a Taxi, ride-hailing service, airport limousine, aircraft or watercraft as part of a paid sightseeing tour). It does not mean privately hired, rented or chartered air or water transport (such as private helicopter, private jet or plane, or private watercraft).

Qualifying Travel Purchase means:

- a) If You are going on a Domestic Return Trip, You:
 - i. Spend \$500 or more on accommodation, or
 - ii. Pay the full amount of Your outbound ticket for a Scheduled Flight, Scheduled Cruise, bus or train to Your scheduled outbound destination; or
- b) If You are going on an International Return Trip, You pay the full amount of Your outbound ticket for a Scheduled Flight or Scheduled Cruise leaving Australia; and You charge the payment to Your:
 - i. American Express Card Account; and/or
 - ii. corresponding American Express Membership Rewards Points/Qantas Points ; and/or
 - iii. Travel Benefit.

Qualifying Purchase means:

- i. a Qualifying Travel Purchase.

Resident of Australia means an Australian citizen, or holder of an Australian visa (including a permanent residency visa, partner/spouse visa, Australian skilled migrant visa (including 457 and Temporary Skill Shortage (TSS) visa), or a student visa):

- a) with a right to entry into Australia in accordance with their citizenship, residency or visa;
- b) with access to long-term medical care in Australia;
- c) who has a permanent Australian residential address; and
- d) who currently resides in Australia.

Scheduled Airline means airline passenger transport that operates to a published timetable or schedule and is available to the general public. It does not mean privately hired, rented or chartered air transport (such as private jet or plane or helicopter).

Scheduled Cruise means passenger transport that operates to a published timetable or schedule and is available to the general public. It does not mean privately hired, rented or chartered sea transport (such as water taxi, private boat, cruising on a cargo ship).

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

Spouse means the Card Member's or the Employee Card Member's husband, wife, fiancé or defacto.

Taxi means a vehicle with a driver for public hire for passenger transportation, either hailed on the street or via a mobile phone application.

Terminal Illness means a medical condition for which a terminal prognosis

has been given by a qualified Doctor and which is likely to result in death.

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 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.

Travel Benefit means any travel benefit or credit offered under the American Express Card Account terms and conditions.

Travelling Companion means a person travelling with You on a trip which has the same travel itinerary as You.

Trip means:

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

We/Our/Us means Chubb.

Work means Your usual place of work within Australia having a fixed physical address.

You/Your means a Covered Person.

Benefits

Section (A) Card Account Balance Waiver Cover

This benefit is only available when You meet the eligibility criteria set out in the Eligibility Table.

Please refer to the Schedule of Benefits within this Policy to confirm the amount of cover available under this section.

COVER – CARD ACCOUNT BALANCE WAIVER COVER

Payment of outstanding balance of American Express Card Account

If You suffer a loss under Section (C) Public Transport Accident Cover, then We will pay the applicable benefit amount as shown in the Schedule of Benefits as at the time of the accident (including American Express Card Account charges incurred prior to the accident and not yet billed).

EXCLUSIONS - CARD ACCOUNT BALANCE WAIVER COVER

(Please also refer to the General Exclusions Applicable to all Sections within this Policy).

We will not pay for or reimburse any costs arising from or relating to:

1. any charges on Your American Express Card Account which are more than 90 days overdue for payment at the time of the accident.

EXCESS - CARD ACCOUNT BALANCE WAIVER COVER

As noted in the Schedule of Benefits.

Section (B) Business Trip Completion Cover

This benefit is only available when You meet the eligibility criteria set out in the Eligibility Table.

Please refer to the Schedule of Benefits within this Policy to confirm the amount of cover available under this section.

SPECIFIC DEFINITIONS – BUSINESS TRIP COMPLETION COVER

Alternative Employee Expenses means all reasonable expenses necessarily incurred in sending a substitute person to complete Your original Trip and objectives.

COVER – BUSINESS TRIP COMPLETION COVER

1. Alternative Employee Expenses

If during Your Trip, Your company incurs Alternative Employee Expenses as a direct result of:

- (a) Your Accidental Death; or
- (b) Your Injury or Illness which:
 - (i) first occurs on the Trip,
 - (ii) a Doctor certifies is likely to last the entire duration of Your Trip, and
 - (iii) entirely prevents You from completing the business objectives of Your Trip; or
- (c) the accidental death of a Close Relative where the Close Relative is 90 years of age or younger before You make Your Qualifying Travel Purchase;

We will pay expenses incurred for:

- a) return airfares at the same class as the original ticket; and
- b) additional accommodation and meal expenses; and
- c) other essential transportation expenses of the substitute person

up to the maximum relevant cover section inclusive of sub-limits as shown in the Schedule of Benefits.

EXCLUSIONS - BUSINESS TRIP COMPLETION COVER

(Please also refer to the General Exclusions Applicable to all Sections within this Policy).

We will not pay for or reimburse any costs arising from or relating to:

1. privately hired, rented or chartered air or sea transport.
2. the accidental death of a Close Relative or Travelling Companion who is 91 years of age or older when You made Your Qualifying Travel Purchase.

EXCESS - BUSINESS TRIP COMPLETION COVER

As noted in the Schedule of Benefits.

Section (C) Public Transport Accident Cover

This benefit is only available when You meet the eligibility criteria set out in the Eligibility Table.

Please refer to the Schedule of Benefits within this Policy to confirm the amount of cover available under this section.

COVER – PUBLIC TRANSPORT ACCIDENT COVER

1. Accidental Death or Permanent Disablement arising while travelling as a passenger on Public Transport

If during Your Trip, You sustain an Injury that results in an Accidental Death or Permanent Disablement described in the Schedule of Benefits as a result of:

- travelling as a passenger on Public Transport, or
- boarding or disembarking from Public Transport, or
- being struck by Public Transport,

We will pay the corresponding benefit amount noted in the Schedule of Benefits.

2. Accidental Death or Permanent Disablement arising while in a departure terminal or destination terminal

If during Your Trip, You sustain an Injury that results in an Accidental Death or Permanent Disablement described in the Schedule of Benefits while at Your ticketed departure or destination terminal of a Public Transport, We will pay the corresponding benefit amount noted in the Schedule of Benefits.

3. Accidental Death or Permanent Disablement arising from exposure

If during Your Trip, You sustain an Injury due to exposure to weather conditions that results in an Accidental Death or Permanent Disablement described in the Schedule of Benefits due to the disappearance, sinking or wrecking of the Public Transport on which You were travelling, We will pay the corresponding benefit amount noted in the Schedule of Benefits.

4. Accidental Death arising from disappearance while travelling on Public Transport

If during Your Trip, You disappear due to the disappearance, sinking or wrecking of the Public Transport on which You were travelling, and Your body has not been found within 12 months, You will be deemed to have died at the time of Your disappearance and We will pay the corresponding Accidental Death benefit amount noted in the Schedule of Benefits.

TERMS AND CONDITIONS – PUBLIC TRANSPORT ACCIDENT COVER (Please also refer to the General Conditions Applicable to all Sections within this Policy).

1. Benefits will be paid in Australian dollars to You, and in the case of Your Accidental Death, to Your estate.
2. We will only pay one benefit type (i-vii in the Schedule of Benefits) for each Event, even if multiple benefit types apply. If multiple benefit types

4. Claims for Accidental Death will require death certificate confirming cause of death.
5. If You are also entitled to make a claim from Us under a separate insurance policy on another American Express card, We will only make 1 payment in relation to the accident and loss in question. In that instance, We will pay the highest benefit amount applicable.

EXCLUSIONS – PUBLIC TRANSPORT ACCIDENT COVER

(Please also refer to the General Exclusions Applicable to all Sections within this Policy).

We will not pay for or reimburse any costs arising from or relating to:

1. the Accidental Death or Permanent Disablement of a person that is not a Covered Person;
2. when travelling on privately hired, rented or chartered transport.

EXCESS – PUBLIC TRANSPORT ACCIDENT COVER

As noted in the Schedule of Benefits Table

Section (D) Travel Inconvenience Cover

This benefit is only available when You meet the eligibility criteria set out in the Eligibility Table.

Please refer to the Schedule of Benefits within this Policy to confirm the amount of cover available under this section.

COVER – TRAVEL INCONVENIENCE COVER

1. Delayed, cancelled, overbooked or missed onward flight

If during Your Trip:

- a) Your Scheduled Flight is delayed or cancelled by 4 hours or more; or
- b) You are denied boarding on Your Scheduled Flight due to over-booking of the aircraft, and no alternative flight is made available to You within 4 hours of the scheduled departure time of such flight; or
- c) You missed Your onward connecting Scheduled Flight at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward flight is made available to You within 4 hours of the actual arrival time of the incoming flight;

We will reimburse You for additional hotel accommodation (room only) and restaurant meals or refreshments up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

2. Delay of Personal Baggage checked-in on Scheduled Flight

If during Your Trip, Your Personal Baggage which You have checked in on a Scheduled Flight:

- (a) is not delivered within 6 hours of Your arrival at the scheduled destination point; and
- (b) You are not at the airport You first departed from in Your Home's State or Territory in Australia;

We will reimburse You for the emergency purchase of essential clothing and toiletries up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

3. Extended Delay of Personal Baggage checked-in on Scheduled Flight

If during a Trip, Your Personal Baggage which You have checked in on a Scheduled Flight:

- (a) is not delivered to You by the airline provider within 48 hours of Your arrival at the scheduled destination point; and
- (b) You are not at the airport You first departed from in Your Home's State or Territory in Australia;

We will reimburse You for the reasonable emergency purchase of essential items up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

TERMS AND CONDITIONS - TRAVEL INCONVENIENCE COVER

(Please also refer to the General Conditions Applicable to all Sections within this Policy).

1. Should more than one (1) person claim under the benefits of this section in relation to the same Event, We will pay a maximum of double the benefit limits specified.
2. In the event of a claim, You must provide Us with invoices and/ or receipts.
3. Claims for lost or delayed luggage must be reported to the transport provider or carrier and a property irregularity report (such as a luggage incident report) obtained where reasonably possible. If a property irregularity report or incident report is not provided, You must provide evidence that You have taken reasonable steps to obtain a report, such as emails, call logs or other reasonable evidence. A copy of any 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. details of the delay or loss incurred; and
 - c. full details of expenses for which reimbursement is claimed.

EXCLUSIONS - TRAVEL INCONVENIENCE COVER

(Please also refer to the General Exclusions applicable to All Sections within this Policy).

We will not pay for or reimburse any costs arising from or relating to:

1. the confiscation or requisition of any items by any customs agency or other government authorities;
2. the purchase of clothing or toiletries that are not reasonably necessary for Your Trip;
3. any lost or delayed Personal Baggage where a property irregularity report (such as a luggage incident report) is not provided and where You are unable to provide evidence that You have taken reasonable steps to obtain one. Such evidence includes emails and call logs to the transport provider or other reasonable evidence;
4. Personal Baggage delay or extended Personal Baggage delay in the airport You first departed from in Your Home's State or Territory in Australia.

EXCESS - TRAVEL INCONVENIENCE COVER

As noted in the Schedule of Benefits.

General Exclusions Applicable to Sections A–D Above

These exclusions apply to all covers described in this Policy unless specified otherwise. They are listed in no particular order. There are also specific exclusions which You can find under each cover section.

Common Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

1. any person who is not a Resident of Australia;
2. any costs with respect to Cuba;
3. 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;
4. Insolvency 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;
5. any loss of enjoyment or any financial loss not specifically covered under this Policy;
6. any loss which is recoverable from any other source including another insurance policy covering the same Event or through compensation under any other workers compensation act, transport accident laws or any other applicable similar legislation or by Government sponsored fund, plan, medical benefit scheme required to be effected by or under a law;

Medical and Health Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

7. any Pre-existing Medical Conditions;
8. You, a Travelling Companion or Close Relative's Terminal Illness which was diagnosed before You made Your Qualifying Travel Purchase;
9. any costs arising directly from You being unfit to travel if You knew, or a reasonable person in Your circumstances would have known, that You were unfit to travel (whether or not You had sought medical advice);

Trip Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

10. circumstances when after You made Your Qualifying Travel Purchase, You start a Trip against the following advice:
 - i. for an International Return Trip: when an Australian State or Territory or the Australian Federal Government or an Australian government agency (such as DFAT) have issued a travel advisory warning, advising You to 'Do Not Travel' or that borders are closed, for the destination You planned to travel to. Please refer to who.int, smartraveller.gov.au, dfat.gov.au or other government sites for further information. This exclusion applies even if You have been granted a travel exemption by an Australian State or Territory, the Australian Federal Government or an Australian government agency (such as DFAT) to travel;

- ii. for a Domestic Return Trip: when an Australian State, Territory, the Australian Federal Government or an Australian government agency (such as DFAT) have issued an official written government statement advising You not to travel to Your destination, or that borders are closed for the destination You had planned to travel to; or
- iii. when a Doctor has deemed You unfit to travel;
11. Trips that do not start and end in Australia;
12. any One-Way Trip where You are unable to provide reasonable evidence of Your intention to return to Your Home or Your Work. Such evidence may include providing copies of a return ticket, itinerary or schedule, return transfer or accommodation bookings, confirmation of return to Work dates;
13. Trips you take if You are 80 years of age or older when You made Your Qualifying Travel Purchase;
14. a Domestic Return Trip that is less than 150 kilometre radius from Your Home;

Conduct Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

15. being under the influence of alcohol whilst operating a motor vehicle, where You have a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority, or at all other times having a recorded blood alcohol concentration (BAC) greater than 0.10%;
16. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor and taken in accordance with the prescription and Doctors' advice but is not for the treatment of addiction to illegal drugs;
17. intentionally self-inflicted injury or suicide (or any attempt thereof);
18. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries. This exclusion does not apply to any Covered Person who is not the perpetrator of any such illegal act, or who did not know of or condone any such act;

Activity Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

19. Your participation, involvement or taking part in Excluded Sports and Activities while on a Trip;
20. any costs where You are participating in a sporting event with an appearance fee, wage, salary or prize money which in total is an amount equal to 15% of Your annual income from all sources. Participation includes training for, coaching or otherwise competing in that sporting event;
21. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
22. service in armed forces (military, naval or air service) of any country;

23. participation in any military or emergency services such as police or fire-fighting;
24. activities undertaken as an operator or crew member of any form of transport;
25. flying in military aircraft or any aircraft which requires special permits or waivers;
26. You are riding a motorcycle:
 - a) without wearing a helmet (either as a driver or passenger);
 - b) as the driver without being licensed in both Australia and the country of travel to drive such a motorcycle; or
 - c) whilst racing or participating in a professional capacity or motocross.

World Event Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

27. 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 will not be deemed an act of war;
28. an act of Terrorism except when such Event occurs under the cover in Section C - Public Transport Accident Cover.

Pregnancy and Childbirth Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

29. childbirth or any newborn child, meaning a newborn (whether premature or otherwise) is not considered a Covered Person under this Policy if the child was born on the Trip.

General Conditions Applicable to All Sections

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 reasonably 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 will 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.
4. You must take all reasonable measures to avoid or minimise any claim.

How To Make A Claim

In the event of a medical emergency or for travel assistance whilst overseas, or for other Assistance Services (legal assistance, roadside assistance or Home Assistance) call **Chubb Assistance on +61 2 8907 5666**

Non-emergency – Making a claim is quick and easy. You can submit Your claim online by visiting the Chubb Claims Centre for American Express: www.americanexpress.com/australia/claims

If You cannot lodge a claim online, please contact Us on **1800 236 023** or **+61 2 9335 3492** for a claim form.

What will I need to submit a claim online?

When making a claim You will need to provide:

1. Your American Express Card Account number.
2. Your email address or alternative contact information, which allows Us to give You real-time updates on Your claim status or contact You for additional information.
3. supporting documents. The documents reasonably required vary based on claim type, but may include any relevant:
 - proof that You have made a Qualifying Purchase;
 - medical or Doctors' reports;
 - receipts or other proof of expenses;
 - proof of earnings that are being claimed;
 - reports that have been obtained by the police; accommodation provider or transport provider about the loss, theft or damage;
 - product warranties or bank statements;
 - photographs or quotes;
 - additional evidence that We may reasonably request to enable Us to assess Your claim; and
 - intended payee information, which allows Us to quickly make approved payments.
4. disclose to Us details of any other insurance cover under which You may be entitled to claim.

What should I do before I submit a claim?

1. Take all reasonable steps to mitigate any further losses or unreasonable and unnecessary expenses, including notifying Chubb Assistance as soon as practically possible, if You are admitted to hospital or You anticipate medical or additional accommodation or travel expenses.
2. Claims for loss, theft or criminal damage must be reported to the local police and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to report the loss, theft or criminal damage including details of the time and place You made the report, and the name and contact details of who You reported the loss, theft or criminal damage to (to the extent such details are within your power to provide).

When should I notify Chubb of my claim?

You should advise Us as soon as possible of an occurrence or an Event which could lead to a claim, or within 30 days of the Event taking place which gives rise to a claim, or as soon as reasonably practical.

Will I need to undertake a medical examination?

If required and to enable Us to confirm if some of the benefits sections under this Policy respond or continue to respond to an Event, We may need to arrange for You to undertake a medical examination at Our expense when and as often as We may reasonably require.

Can I claim under this Policy if I can claim for the same expense under another insurance Policy; e.g. my private health insurance?

If You wish to submit Your claim under this Policy, please advise Us if You have already made a claim under any other insurance policies or tell Us if You have any insurance policies in place which might respond to Your loss. As a general rule, the amount You can recover for Your expenses under this Policy or any other policies cannot exceed Your expenses.

Can I claim expenses that I have incurred in obtaining evidence to submit with my claim?

No, expenses incurred by You in obtaining evidence for Us to assess Your claim cannot be claimed as an expense under this Policy. These expenses are payable by.

Can I admit liability if an Event occurs under the Personal Liability cover section which may give rise to a claim?

No, You (or Your legal representative) should not make any offer, promise of payment or admit any liability without written consent from Us (where such consent will not be unreasonably withheld or delayed). You should request the claim against You be put in writing.

Do I need to help Chubb make recoveries for any amounts paid under this Policy?

Yes, You may need to help Us to make recoveries of any amounts that We pay You under this Policy. We have the right to sue any other party in Your name to recover money payable or paid under this Policy, or to choose to defend any action brought against You. You must provide reasonable assistance to Us in this regard.

How long will it take for my claim to be assessed?

Once all evidence to support Your claim has been submitted, if We approve Your claim, We will settle Your claim within 10 business days.

If my claim is approved, how long will it take for me to receive payment?

Once We have approved Your claim, if there is an associated payment due to You, We will issue the payment within 5 business days.

If I die, will my estate be able to claim under this Policy?

Yes, if Your Policy provides cover in the event of Your death, Your estate will be able to make a claim under this Policy.

I don't have internet access/an email address to submit my claim online; can I still submit a claim?

Yes, however this may increase the time taken to assess Your claim. You can call Us on **1800 236 023** to request a claim form to be emailed out to You which can then be mailed back to Us. Hours of operation: 8:30am to 5pm Monday to Friday.

General Information About This Policy

The cover provided is subject to the terms, conditions and exclusions outlined in this Policy. If You make a claim, You are bound by them and must follow the claims procedures of this Policy.

Group Policy with Chubb

American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000 ("American Express") is the insured under the Group Policy.

Under the Group Policy entered into between American Express and Chubb, You get access to a range of insurance benefits detailed in this document. American Express has the right to terminate the Group Policy, cancel or suspend any insurance benefits, in which case You will no longer receive the insurance benefits. We will notify You as soon as reasonably possible if We take any of these actions.

Under the Group Policy entered into between American Express and Chubb, You get automatic access where You have met the eligibility requirements set out in the Eligibility Table, to the benefits detailed in this Policy provided by Chubb as the insurer. You are not charged by Chubb for these benefits and can access the relevant benefits if You are a Card Member.

This Policy replaces and supersedes any Policy previously issued prior to the effective date.

Section 48 of the Insurance Contracts Act

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 (i.e. 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.

No Advice

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.

Any general advice that may be contained within this Policy does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

Updating this Policy

Information in this Policy 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/insurance/insurance-with-your-card/. 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

If You are entitled to receive a benefit or make a claim under another insurance policy in respect of the same loss as Your claim under this Policy (for example a home and contents policy, an alternative mobile phone policy or the American Express Travel Insurance Policy Wording and Product Disclosure Statement), then Chubb is not liable to provide indemnity under this Policy until the amount of any indemnity under the other policy is exhausted. Therefore, any insurance cover under this Policy in respect of the same loss will only be excess insurance cover over and above the applicable policy.

Privacy Statement

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

“American Express” means American Express Australia Limited, its subsidiaries and affiliates.

“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. It also tells you about how we exchange Personal Information with American Express. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website at: https://www.chubb.com/au-en/footer/privacy.html.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

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 and research, in relation to new products, services or information that may be of interest to You.

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 as 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:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- 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); and
- 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.

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.

Exchanging Personal Information With American Express

American Express is the holder of the Group Policy under which Your card insurance benefits are provided. We may share and receive Personal Information from American Express in order to manage and administer the Group Policy and insurance benefits, manage and pay claims, resolve complaints, manage litigation, respond to requests from third parties (including regulators and media), and to develop and improve our products and customer service. American Express handles all Personal Information strictly in accordance with the Terms & Conditions and Privacy Statement applicable to your card.

Your Decision to Provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and Correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: CustomerService.AUNZ@chubb.com

Address: GPO Box 4907 Sydney NSW 2001

Fax: + 61 2 9335 3467

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](#) at <https://www.chubb.com/au-en/footer/privacy.html> for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

Complaints and Dispute Resolution Process

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customers' concerns seriously and have detailed below the complaints process that You can access.

Complaints and Customer Resolution Service

Contact Details

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 Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as possible. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

Financial Claims Scheme

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 www.fcs.gov.au for more information.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (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 <https://insurancecouncil.com.au/cop/> and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10) (<https://www.chubb.com/au-en/customer-service/support-for-customers-in-need.html>). The Code is monitored and enforced by the Code Governance Committee.

Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of this policy remain unchanged.

Chubb is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.



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