

# The American Express<sup>®</sup> Gold Card Insurances

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Terms and Conditions

## THE AMERICAN EXPRESS® GOLD CARD INSURANCE TERMS AND CONDITIONS

American Express® Gold Charge Card Insurance

Policy Number: 09NACGOLD1

Cover is effective from 21 May 2018

### Before You Travel...

- This booklet contains **important information** about Your American Express Gold Card insurance. You should read it carefully and keep it in a safe place.
- We recommend that You **take a copy** with You when You travel. You can also access a copy online any time by going to **[americanexpress.co.nz/goldinsurance](http://americanexpress.co.nz/goldinsurance)**.
- If You need to purchase any essential items because of a delay or lost luggage, make sure You use Your American Express Gold Card for all purchases.
- If You need to make a claim, keep detailed particulars and proof of any loss including all police reports, sales receipts and credit card statements showing any purchases made.
- If You have any questions about what is covered and what is not, please call **0800 703 702**

### ACTIVATING YOUR COVER

In order to be eligible for these insurance benefits and to activate Your cover, You must use Your American Express Gold Card in accordance with the Activation of Insurance table on page 5.

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## 1. ELIGIBILITY & 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.

### ACTIVATION OF TRANSPORT ACCIDENT COVER (SECTION A) AND TRAVEL INSURANCE COVER (SECTION B–F)

Cover is effective for each Trip only when:

- (a) You pay the full fare for a return Trip on Your American Express Gold Card; or
- (b) You pay using American Express Membership Rewards points; or
- (c) You use Your Travel Benefit.

The Trip must commence and end in New Zealand. Cover is not activated until a return ticket is purchased

**Important:** One-way Trips are not covered.

### ACTIVATION OF PURCHASE PROTECTION COVER (SECTION G) AND BUYER'S ADVANTAGE COVER (SECTION H):

Cover is effective when You purchase an Eligible Item or Eligible Product and pay using:

- (a) Your American Express Gold Card; or
- (b) American Express Membership Rewards points.

**Important:** Supplementary Card Members are **not covered** for Travel Insurance benefits (see table below). If You are a Supplementary Card Member or a Supplementary Card Member is travelling with You on a Trip, You should consider whether the Transport Accident, Purchase and Buyers Cover provides adequate cover. The Supplementary Card Member may need to take out a separate travel insurance policy.

The table below provides details of who is covered under the insurance benefits:

SECTION	BENEFIT	PRIMARY CARD MEMBER	SUPPLEMENTARY CARD MEMBER
<b>TRANSPORT ACCIDENT COVER</b>			
A	Transport Accident Cover	✓	✓
<b>TRAVEL INSURANCE COVER</b>			
B	Travel Inconvenience Cover	✓	No Cover
C	Medical Emergency Expenses Cover (For 24-hour medical and travel emergency assistance call Chubb Assistance on +61 29335 3492)	✓	No Cover
D	Baggage, Money and Documents Cover	✓	No Cover
E	Travel Cancellation Cover	✓	No Cover
F	Personal Liability Cover	✓	No Cover
<b>PURCHASE PROTECTION COVER</b>			
G	Purchase Protection Cover	✓	✓
<b>BUYER'S ADVANTAGE COVER</b>			
H	Buyer's Advantage Cover	✓	✓

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: CU 1-3 Shed 24, Princes Wharf, Auckland, 1010  
 Postal Address: PO Box 734, Auckland, 1010  
 Telephone: 0800 703 702  
 Overseas Telephone: +61 2 9335 3354  
 Facsimile: +64 (9) 303 1909  
 Email: CardmemberServices.ANZ@Chubb.com

## 2. SUMMARY OF BENEFITS AND SCOPE OF COVER

### IMPORTANT

- The following tables summarise the cover, sums insured and some of the exclusions and can be used as a quick reference tool.
- It is Your responsibility to read this document and understand the eligibility criteria, the cover provided, terms, conditions and exclusions.
- A detailed description of the cover, maximum benefit limits and sub limits is set out in relevant sections within the Terms and Conditions.
- The cover provided is subject to the terms, conditions and exclusions contained in this Terms and Conditions document.

Exclusions to cover are set out under each section as well as under the General Exclusions section. It is Your responsibility to read this document and understand the eligibility criteria, the cover provided, policy terms, conditions and exclusions. NZD: All amounts quoted are in New Zealand dollars (unless specified otherwise).

COVER	COVER DESCRIPTION	SUM INSURED	KEY EXCLUSIONS																											
<b>TRAVEL INSURANCE COVER</b>																														
A	<b>Transport Accident Cover</b> Provides cover for loss of life, sight or dismemberment arising: <ul style="list-style-type: none"> <li>• While riding as a passenger on, or transport to/from a Licensed Airplane, Ship or Bus</li> <li>• While in a departure or destination terminal</li> <li>• From exposure and disappearance</li> </ul>	<table border="1"> <thead> <tr> <th>Loss type</th> <th>You or Spouse</th> <th>Dependent Child(ren)</th> </tr> </thead> <tbody> <tr> <td>Loss of life</td> <td>\$400,000</td> <td>\$2,000</td> </tr> <tr> <td colspan="3"><b>Dismemberment:</b></td> </tr> <tr> <td>Loss of both hands or both feet</td> <td>\$400,000</td> <td>\$20,000</td> </tr> <tr> <td>Loss of one (1) hand and one (1) foot</td> <td>\$400,000</td> <td>\$20,000</td> </tr> <tr> <td>Loss of entire sight of both eyes</td> <td>\$400,000</td> <td>\$20,000</td> </tr> <tr> <td>Loss of entire sight of one (1) eye and one (1) hand or one (1) foot</td> <td>\$400,000</td> <td>\$20,000</td> </tr> <tr> <td>Loss of one (1) hand or one (1) foot</td> <td>\$200,000</td> <td>\$20,000</td> </tr> <tr> <td>Loss of the entire sight of one (1) eye</td> <td>\$200,000</td> <td>\$20,000</td> </tr> </tbody> </table>	Loss type	You or Spouse	Dependent Child(ren)	Loss of life	\$400,000	\$2,000	<b>Dismemberment:</b>			Loss of both hands or both feet	\$400,000	\$20,000	Loss of one (1) hand and one (1) foot	\$400,000	\$20,000	Loss of entire sight of both eyes	\$400,000	\$20,000	Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	\$400,000	\$20,000	Loss of one (1) hand or one (1) foot	\$200,000	\$20,000	Loss of the entire sight of one (1) eye	\$200,000	\$20,000	<ul style="list-style-type: none"> <li>• Private Charter</li> <li>• We will only pay one (1) benefit amount for any one (1) accident or Injury</li> </ul>
		Loss type	You or Spouse	Dependent Child(ren)																										
		Loss of life	\$400,000	\$2,000																										
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B	<b>Travel Inconvenience Cover</b> Provides cover for: <ul style="list-style-type: none"> <li>• Delayed flight departure (of four (4) hours or more), flight cancellation, denied flight boarding, missed flight connection</li> <li>• Six (6) hour luggage delay checked on Scheduled Flight.</li> </ul> <p>The amount of cover varies for each benefit.</p>	<ul style="list-style-type: none"> <li>• Additional hotel accommodation and restaurant meals or refreshments up to <b>\$200</b></li> <li>• Emergency purchase of essential clothing and items up to <b>\$500</b></li> </ul>	<ul style="list-style-type: none"> <li>• Luggage delay on Your arrival back in New Zealand</li> <li>• The purchase of essential items under luggage delay, which are not immediately necessary for Your Trip.</li> <li>• Your failure to take reasonable measures to save or recover lost luggage.</li> <li>• Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.</li> </ul>																											

COVER	COVER DESCRIPTION	SUM INSURED	KEY EXCLUSIONS
C	<p><b>Medical Emergency Expenses Cover</b> Provides cover for Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency.</p> <p><b>In an emergency: You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express Gold 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.</b></p> <p>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.</p> <p>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>	<p><b>Medical Emergency</b></p> <ul style="list-style-type: none"> <li>• Repatriation/Evacuation</li> <li>• Cost of Treatment to meet Your immediate needs to a maximum of <b>\$2,500,000</b></li> <li>• Emergency dental Treatment up to <b>\$1,000</b></li> </ul> <p><b>In the event of Your death</b></p> <ul style="list-style-type: none"> <li>• Transportation of Your remains to Your Country of Residence; or</li> <li>• Cremation and subsequent transportation of Your remains to Your Country of Residence; or</li> <li>• Local burial up to <b>\$15,000</b>.</li> </ul> <p><b>Excess: \$250 for each and every claim</b></p>	<ul style="list-style-type: none"> <li>• Pre-existing Medical Conditions</li> <li>• Medical Costs if You have not contacted Chubb Assistance 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>

COVER	COVER DESCRIPTION	SUM INSURED	KEY EXCLUSIONS
D	<p><b>Baggage, Money and Documents</b> Provides cover for damaged, destroyed, lost or stolen Personal Baggage or Money and Documents during Your Trip.</p>	<p>Up to <b>\$10,000</b> in total in any one (1) three hundred and sixty five (365) day period for:</p> <p>(a) any single item or pair/set of items up to <b>\$1,000</b>; and</p> <p>(b) Money and Documents up to <b>\$500</b>.</p> <p>(c) Mobile Phone up to <b>\$250</b></p> <p>(d) one (1) laptop up to <b>\$2,500</b></p> <p><b>Excess: \$250 for each and every claim</b></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>• 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>

COVER	COVER DESCRIPTION	SUM INSURED	KEY EXCLUSIONS
E	<p><b>Travel Cancellation Cover</b> Provides cover for non-refundable deposits, pre-paid excursion costs and unused travel and accommodation costs You have paid in the event You cancel Your Trip for the following reasons:</p> <ul style="list-style-type: none"> <li>• Death or illness of a travel companion</li> <li>• Death or illness of a person You are intending to visit</li> <li>• Your redundancy</li> <li>• Burglary or major damage to Your home or place of business</li> <li>• A delay of more than twenty-four (24) hours, or the reduction in length of Your Trip by at least 25%, whichever is greater of the two, on the first leg of Your Trip due to industrial action, adverse weather, mechanical breakdown of public transport or a transportation accident.</li> </ul>	<ul style="list-style-type: none"> <li>• Non-refundable deposits;</li> <li>• Pre-paid excursion costs;</li> <li>• Travel agents' commission which is limited to <b>\$750</b> or <b>15%</b> whichever is the lesser;</li> <li>• Unused travel and accommodation costs that You had paid or are contractually obliged to pay;</li> <li>• Any other reasonable additional expenses incurred up to <b>\$1,000</b>;</li> <li>• The retail price for any ticket; and</li> <li>• Up to <b>\$10,000</b> in total, per Trip.</li> </ul> <p><b>Excess: \$250 for each and every claim</b></p>	<ul style="list-style-type: none"> <li>• Pre-existing Medical Conditions</li> <li>• Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is over the age of ninety (90) years old</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, or if a claim has been paid elsewhere, e.g. Travel Inconvenience Cover</li> <li>• An act of Terrorism</li> </ul>

COVER	COVER DESCRIPTION	SUM INSURED	KEY EXCLUSIONS
F	<p><b>Personal Liability Cover</b> Provides cover for Your liability for damages for injury to any person or damage or accidental loss to property.</p>	Up to <b>\$1,000,000</b>	<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>
<b>PURCHASE PROTECTION COVER</b>			
G	<p><b>Purchase Protection Cover</b> Provides cover for theft or damage to Eligible Items within ninety (90) days of purchase.</p>	Up to: <ul style="list-style-type: none"> <li>• <b>\$20,000</b> in any one (1) three hundred and sixty five (365) day period;</li> <li>• <b>\$2,500</b> per event.</li> </ul> <p><b>\$50 Excess for each and every claim</b></p>	<ul style="list-style-type: none"> <li>• Eligible Items left Unattended in a Public Place</li> <li>• Eligible Items left in an Unattended motor vehicle</li> </ul>
<b>BUYERS ADVANTAGE COVER</b>			
H	<p><b>Buyer's Advantage Cover</b> Provides cover for the breakdown or defect of Eligible Products during the Buyer's Advantage Period.</p>	Up to <b>\$10,000</b> in any twelve (12) month period (including GST).	<ul style="list-style-type: none"> <li>• Excluded Products</li> <li>• Items purchased from a Retailer outside New Zealand</li> <li>• Any costs other than for parts and/or labour costs resulting from a covered breakdown or defect</li> </ul>

### Termination

Cover will terminate at the earlier of the following:

- Your American Express Gold Card is cancelled; or
- The Master Policy of Insurance is cancelled.

### 3. IMPORTANT INFORMATION ABOUT THIS COVER

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

These Terms and Conditions set out important information about the terms, conditions and exclusions under the American Express Gold Card insurance benefits. Cover is provided subject to these terms, conditions and exclusions.

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.

#### Master Policy with Chubb

American Express AEI(NZ)I holds a Master Policy (Chubb reference number 09NACGOLD1) with Chubb Insurance New Zealand Limited (the "Master Policy").

Under the Master Policy, You get 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 & Activation of Insurance Benefits above. You are not charged by Chubb for these benefits.

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

You are not a contracting insured (e.g. 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 of Chubb or any of its related companies.

#### Financial Strength Rating

At the time of print, Chubb Insurance New Zealand Limited has an "AA-" insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited. The rating scale is:

<b>AAA</b> Extremely Strong	<b>BBB</b> Good	<b>CCC</b> Very Weak	<b>SD or D</b> Selective Default or Default
<b>AA</b> Very Strong	<b>BB</b> Marginal	<b>CC</b> Extremely Weak	<b>R</b> Regulatory Action
<b>A</b> Strong	<b>B</b> Weak		<b>NR</b> Not Rated

The rating from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. **A full description of the rating scale is available on the Standard & Poor's website.**

#### No Advice

American Express is not authorised to provide any advice, recommendations or opinions about this insurance to Card Members on

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

#### Updating these Terms and Conditions

Information in this document may be updated where necessary. A copy of any updated information is available to You by visiting the website at [americanexpress.co.nz/goldinsurance](http://americanexpress.co.nz/goldinsurance). 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.

### 4. DEFINITIONS

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

**American Express** means American Express International (NZ), Inc. (Company No. 867929) of Level 3 Building A, 600 Great South Road, Ellerslie, Auckland, the Master Policy holder.

**American Express Gold Card** means an American Express Gold Charge Card account issued by American Express International (NZ), Inc., billed from New Zealand and in New Zealand dollars.

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

**Chubb** means Chubb Insurance New Zealand Limited (Company No. 104656), of CU-1-3 Shed 24, Princes Wharf, Auckland, 1010, the insurer of the Master Policy held by AEI(NZ)I.

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

**Dependent Child** means the 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:

- A trip that is more than 150km from Your place of residence and is within New Zealand, and
- For which the entire fare for a return Trip has been charged to Your American Express Gold Card, use of Your Travel Benefit or paid for with equivalent American Express Membership Rewards points.

**Eligible Item** means an item:

- That is purchased solely for personal use; and
- That is new and has not been used; and
- The cost of which has been charged to an American Express Gold Card.

**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; 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 (30) metres; skeleton; 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 4,000 metres; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Injury** means bodily injury which:

- a) is caused by accidental, violent, external and visible means (the accident) and results solely and directly from the accident and independently of all other causes; and
- b) causes a Loss, within one hundred (100) days of the accident.

**International Trip** means:

- a) a trip anywhere outside New Zealand, and
- b) for which the entire fare for a return Trip has been charged to Your American Express Gold Card or use of Your Travel Benefit or equivalent American Express Membership Rewards points.

**Licensed Airplane, Ship or Bus** 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).

**Loss** means with reference to:

- a) a foot, complete and permanent severance at or above the ankle joint;
- b) a hand, complete and permanent severance at or above the wrist;
- c) an eye, the irrecoverable loss of the entire sight of such eye.

**Mobile Phone** means an electronic device used for mobile telecommunications over a cellular network (including BlackBerrys, iPhones and similar)

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

**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 (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time 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.

**Subject to the terms and conditions specified the following listed medical conditions You have are automatically covered under this Policy.**

**The time frames applicable to each medical condition apply from the date of booking Your Trip.**

<b>Asthma</b>	If You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months.
<b>Epilepsy</b>	If there are no underlying medical conditions and You have not required treatment, or had Your medication altered, by a Doctor for a seizure in the last twelve (12) months.
<b>Gout</b>	If the gout has remained stable for the past six (6) months.
<b>Hiatus Hernia</b>	If no surgery is planned in the next two (2) years.
<b>Hip Replacement</b>	If performed more than six (6) months ago and no further treatment is required.
<b>High Cholesterol</b>	If You have no known heart conditions.
<b>Peptic Ulcer</b>	If Your condition has remained stable for more than six (6) months.
<b>Underactive Thyroid</b>	If not as a result of a tumour.

**Primary Card Member** means:

1. The person who applied for the American Express Gold Card and who is issued an American Express Gold Card as the primary account holder; and
2. Their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
3. Their legally dependent children (including stepchildren or legally adopted children) who are twenty-two (22) years of age or less and wholly dependent on them for financial support.

Primary Card Member does not include a Supplementary Card Member.

**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 Gold Card billing statement.

**Private Charter** means a flight or flight(s) during Your trip on an aircraft where You and Your travelling companions are the only passengers.

**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 services 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. This flight must have been billed to the American Express Gold Card.

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



**Supplementary Card Member** means:

1. A person who has been issued a supplementary card on an American Express Gold Card; and
2. Their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
3. Their legally dependent children (including stepchildren or legally adopted children) who are twenty-two (22) years of age or less and wholly dependent on them for financial support.

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

- a) That involve the following or preparation for the following:
  - i. use of, or threat of, force or violence; or
  - ii. commission of, or threat of, force or violence; or
  - iii. commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b) When one (1) or both of the following applies:
  - i. 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
  - ii. 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 offered under the American Express Gold Card Terms and Conditions, for example, a return flight benefit or travel credit.

**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:

- a) A Domestic Trip; or
- b) An International Trip.

Cover for a Trip ceases at the earlier of:

- a) When You return to Your usual place of residence within New Zealand; and
- b) When Your Trip exceeds one hundred and eighty (180) consecutive days; and
- c) When You have travelled a total of one hundred and eighty-three (183) days during each year of Your American Express Gold Card Membership.

Each Domestic Trip or International Trip must commence and end in New Zealand.

**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 Licensed Airplane, Ship or Bus, however Valuables stored this way are not covered.

**We/Our/Us** means Chubb.

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

## 5. BENEFITS

### Section (A) Transport Accident Cover

#### 1. Loss arising while riding as a passenger in a Licensed Airplane, Ship or Bus

If whilst on a *Licensed Airplane, Ship or Bus* Trip You sustain an Injury as a result of riding as a passenger in, or boarding or alighting from, or being struck by a Licensed Airplane, Ship or Bus, We will pay the applicable benefit amount noted in the table below entitled "Benefit Amounts and Covered Limits".

#### 2. Loss arising from transport to/from a Licensed Airplane, Ship or Bus

If whilst on a *Licensed Airplane, Ship or Bus* Trip You sustain an Injury:

- (a) when going directly to a point of departure (as designated on Your ticket) for the purpose of boarding a *Licensed Airplane, Ship or Bus*; or
- (b) when leaving a destination after alighting from a *Licensed Airplane, Ship or Bus*.

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

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

If whilst on a *Licensed Airplane, Ship or Bus* Trip You sustain an Injury 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 table below entitled "Benefit Amounts and Covered Limits".

#### 4. Loss arising from exposure

If whilst on a Licensed Airplane, Ship or Bus, Trip You are unavoidably exposed to the elements and sustain an Injury, other than loss of life, due to an accident which results in the disappearance, sinking or wrecking of the Licensed Airplane, Ship or Bus, on which You were travelling, We will pay the applicable benefit amount noted in the table below entitled "Benefit Amounts and Covered Limits".

#### 5. Loss arising from disappearance

If whilst on a Licensed Airplane, Ship or Bus, Trip You disappear due to an accident which results in the disappearance, sinking or wrecking of a Licensed Airplane, Ship or Bus, 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 table below entitled "Benefit Amounts and Covered Limits".

Benefit Amounts and Covered Limits	Benefit Amount (NZD)	
	You or Spouse	Dependent Child(ren)
Loss of life	\$400,000	\$2,000
<b>Dismemberment:</b>		
Loss of both hands or both feet	\$400,000	\$20,000

Loss of one (1) hand and one (1) foot	\$400,000	\$20,000
Loss of entire sight of both eyes	\$400,000	\$20,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	\$400,000	\$20,000
Loss of one (1) hand or one (1) foot	\$200,000	\$20,000
Loss of the entire sight of one (1) eye	\$200,000	\$20,000

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

*(Please also refer to the General Terms and Conditions applicable to All Sections A-H on Page 30)*

- In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
- If You are entitled to make a claim We will only make one (1) payment equal to the highest benefit amount payable under any of the American Express Cards which provide cover in relation to the accident and Loss in question.
- Benefits will be paid in New Zealand dollars to You, or in the case of Your Loss to life, to Your estate.

### Section (B) Travel Inconvenience Cover

#### Cover

**Supplementary Card Members are not entitled to cover under this section.**

#### 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 Gold 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 Flights, 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 Gold 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 flight, We will reimburse You for the emergency purchase of essential clothing and toiletries which are immediately necessary for Your Trip and charged to the American Express Gold 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 (not being Your place of residence) of Your flight, We will reimburse You for the emergency purchase of essential clothing and toiletries, charged to the American Express Gold Card up to an additional \$500 incurred at such scheduled destination.

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

- Additional accommodation, restaurant meals or refreshments, emergency purchase of essential clothing and toiletries must be charged to Your American Express Gold Card.
- Should more than one (1) person claim under the benefits in this section in relation to the same event, We will only pay a maximum of double the benefit limits specified.
- In the event of a claim, You must provide Us with invoices and/or receipts.
- In respect of loss or delayed luggage, a copy of the property irregularity report obtained from the airline must be supplied to Us together with the following information:
  - full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
  - full details of the delay or loss incurred; and
  - full details of expenses for which reimbursement is claimed.

#### Exclusions under Travel Inconvenience Cover

*(Please also refer to the General Terms and Conditions applicable to All Sections A-H on Page 30)*

Cover does not extend to:

- Confiscation or requisition by customs or other government authorities.
- Your failure to take reasonable measures to save or recover lost luggage.
- Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.
- Luggage delay or extended luggage delay on Your arrival back in New Zealand; or
- Items returned after Your luggage has been returned to You.

## Section (C) 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 an International Trip, which results in immediate Treatment which cannot be delayed until Your return to New Zealand and is deemed necessary by a Doctor and Chubb Assistance. Medical Emergency excludes Pre-existing Medical Conditions.

**Repatriation/Evacuation** means Your:

- (a) transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
- (b) 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
- (c) repatriation directly to New Zealand when recommended by Chubb Assistance's senior medical officer; or
- (d) return to New Zealand 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

**Supplementary Card Members are not entitled to cover under this section.**

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

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 an International 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.

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 New Zealand; or
- (b) cremation and subsequent transportation of Your remains to New Zealand; 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 Gold 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.**

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

1. You must be under eighty (80) years of age.

2. **You must call Chubb Assistance before seeking emergency medical treatment. 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. 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. 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.
6. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.

#### **Exclusions under Medical Emergency Expenses Cover**

***(Please also refer to the General Terms and Conditions applicable to All Sections A-H on Page 30)***

Cover does not extend to:

1. Your Pre-existing Medical Conditions.
2. Any additional 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. Any payment and/or service if You brought about the loss intentionally or through gross negligence or You attempt to deceive the Appointed Claims Handler.
6. You engaging in Manual Work.
7. Costs related to dentures, crowns and orthodontics.
8. Costs You incur outside New Zealand after the date Chubb Assistance confirms that You should return to New Zealand.
9. Costs of Treatment performed by Close Relatives.
10. Coffins and/or urns which do not meet international airline standards for transportation of mortal remains.
11. Sexually transmitted diseases.
12. 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.
13. Costs incurred in New Zealand.
14. 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.
15. Any costs incurred, whether directly or indirectly as a result of an error or mistake of the medical practitioner.
16. 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).

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

\$250 per claim.

## **Section (D) 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.

**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.

**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.

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

### **Cover**

**Supplementary Card Members are not entitled to cover under this section.**

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 overall in any one three hundred and sixty-five (365) day period subject to the limits below:

1. Any single item or Pair or Set of items up to \$1,000; and
2. Total of all Valuables; and
3. Money and Documents up to \$500; and
4. Mobile Phone up to \$250; and
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 item's 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. If We ask, You will need to send to Us any damaged items and pay for postage.
5. You must take sufficient 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 item's original purchase receipt, or 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 applicable to All Sections A-H on Page 30)*

Cover does not extend to:

1. Personal Baggage or Money and Documents totalling more than \$10,000 in any one (1) three hundred and sixty-five (365) day period.
2. Items loaned, hired or entrusted to You.
3. Items left Unattended in a Public Place.
4. Valuables from an unattended motor vehicle.
5. Valuables from Personal Baggage checked in or stowed in the luggage hold of a Licensed Airplane, Ship or Bus, other storage area.
6. Loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area.
7. Electrical or mechanical breakdown of items.
8. Wear and tear, or damage or loss caused by moth, vermin, denting, scratching or any process of dyeing or cleaning.
9. Confiscation or destruction by order of any government or public authority.
10. Damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
11. Damage to sports gear and activity equipment while in use.
12. 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.
13. Shortages, errors, omissions, depreciation in value in respect of Money and Documents.
14. Loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room. For example, the hotel has a record of an unauthorised access card of 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.
15. 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, photos.

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

\$250 for each and every claim.

### **Section (E) Travel Cancellation Cover**

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

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

**Curtailment** means You have commenced Your Trip and You have had to return to Your Country of Residence early.

**Travel Disruption** means the necessary, unavoidable and unforeseen Trip Change Cancellation or Curtailment 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.
- 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 New Zealand following burglary, or local major damage such as flood at Your home or place of business in New Zealand.
- 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, whichever is the greater, 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.

**Trip Change** means where You have to make changes to Your planned Trip, but do not have to return any earlier than intended.

#### **Cover**

**Supplementary Card Members are not entitled to cover under this section.**

#### **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; and

- (e) any other reasonable additional expenses incurred limited to \$1,000;
- (f) the retail price for any ticket (or part thereof) of a Licensed Airplane, Ship or Bus ticket purchased using American Express Membership Rewards or similar reward points if that ticket is subsequently cancelled as a result of Travel Cancellation and the loss of such points cannot be recovered from any other source, up to \$10,000.
- (g) up to a maximum of \$10,000 in total per Trip.

#### **Conditions applicable to Travel Cancellation Cover**

1. Where You have to make a Trip Change You should attempt to mitigate the loss, by contacting the airline or accommodation provider to have the dates changed before cancelling and making new arrangements.
2. Any offer by the airline or Licensed Airplane, Ship or Bus should be accepted before a claim is lodged for Travel Disruption, such as where the airline, or travel agent offers You a refund, a credit note, or an opportunity to change the travel dates or destination, or any other form of compensation.

#### **Exclusions applicable to Travel Cancellation Cover**

*(Please also refer to the General Terms and Conditions applicable to All Sections A-H on Page 30)*

Cover does not extend to:

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 or Curtailment where a credit note has been received for the cost of the cancelled travel or accommodation.
4. Any costs refunded from airlines or other travel providers
5. Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be Cancelled or Curtailed.
6. Your failure to hold or obtain a valid passport, visa in time for the booked Trip.
7. Your failure to check-in at the required time for any flight, sea crossing or train journey.
8. Cancellation or Curtailment caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the New Zealand Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
9. Travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Card Member.
10. 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.
11. You or any other person deciding not to continue Your Trip or changing Your plans.
12. Your financial circumstances or any contractual or business obligation.

13. The failure of Your travel agent to pass on monies to operators or to deliver promised services.
14. 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.
15. Any government regulation, prohibition or restriction.
16. Additional expenses where a claim has already been made for forfeited costs for the same event, or if a claim has been paid elsewhere. For example, Travel Inconvenience Cover.
17. Circumstances known to You prior to the booking of the Trip.
18. The death, injury or disabling injury, sickness or disease of any person living outside New Zealand.

#### **Excess applicable to Travel Cancellation Cover**

\$250 for each and every claim.

### **Section (F) Personal Liability Cover**

#### **Cover**

**Supplementary Card Members are not entitled to cover under this section.**

#### **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 relates to, or 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 or events 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 applicable to All Sections A-H on Page 30)*

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.

## Section (G) Purchase Protection Cover

### Specific Definitions under Purchase Protection Cover

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

### Cover

#### Theft or damage of Eligible Items

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

We will pay You up to:

- (a) \$20,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) \$2,500 per event.

### Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your American Express Gold Card, then We will only pay such percentage of the purchase price that was paid with Your American Express Gold Card.
2. Claims made for an Eligible Item belonging to a Pair or Set will be paid to You up to the full Purchase Price of the Pair or Set, provided the items are not useable individually and cannot be replaced.
3. Eligible Items which are left Unattended in a Public Place and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express Gold Card and, upon request, You

must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.

### Exclusions under Purchase Protection Cover

*(Please also refer to the General Terms and Conditions applicable to All Sections A-H on Page 30)*

Cover does not extend to:

1. Damage to Eligible Items physically abused by You or the recipient of a gift.
2. Stolen Eligible Items not reported to the police within forty-eight (48) hours of discovery of the loss and where a written police report has not been obtained.
3. Eligible Items which are left Unattended in a Public Place.
4. Eligible Items which are lost.
5. Normal wear and tear to Eligible Items.
6. Damage to Eligible Items caused by product defects.
7. Theft or damage to Eligible Items in a vehicle.
8. Theft of or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You.
9. Theft of or damage to cash, its equivalents, travellers cheques, tickets or negotiable instruments.
10. Theft of or damage to animals, living plants, alcohol or perishable goods (including food items, cosmetics, perfumes and similar goods).
11. Theft of or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), PDAs and Mobile Phones and their accessories, whilst at Your place of employment.

### Excess applicable to Purchase Protection Cover

\$50 per claim.

## Section (H) Buyer's Advantage Cover

### Specific Definitions under Buyer's Advantage Cover

**Buyer's Advantage** Period means:

1. In the case of an Original Warranty of one (1) year or less, a period of the same length as that Original Warranty; or
2. In the case of an Original Warranty of between one (1) and five (5) years, a period of one (1) year.

**Eligible Product** means a product which:

1. Is purchased by You in full using Your American Express Gold Card;
2. Is purchased new (i.e. it must not have been used in any way prior to the time of purchase);
3. Is purchased with an original manufacturer's serial number;
4. Is covered under an Original Warranty;
5. Is only used wholly for personal, domestic or non-commercial purposes;



- Is not within the Excluded Products list; and
- Has a purchase price of less than or equal to \$10,000 (including GST).

**Excluded Products** are:

- Boats, automobiles, motor boats, airplanes and any other motorised vehicles and their integral parts;
- Any toys and games of any description including but not limited to computerised, mechanical or electronic toys and games;
- Real property or movable fixtures or fittings (for example, ovens and dishwashers both fitted and free-standing, air conditioning units and similar household appliances) which are intended to become part of a real property purchase;
- Products with a manufacturer's warranty that exceeds five (5) years.

**Original Warranty** means a manufacturer's written warranty that does not exceed five (5) years and is applicable within New Zealand to the Eligible Product.

**Cover**

You will receive automatic cover for the breakdown or defect of Eligible Product(s) purchased by You using Your American Express Gold Card provided that such breakdown or defect would have been covered by the Original Warranty and occurs between the date that the Original Warranty expired and the end of the Buyer's Advantage Period (see table below).

Where The Original Warranty Period Is:	The Buyer's Advantage Period is:
7 days	7 days commencing at the end of the Original Warranty Period
14 days	14 days commencing at the end of the Original Warranty Period
1 month	1 month commencing at the end of the Original Warranty Period
1 – 5 years	1 year commencing at the end of the Original Warranty Period
5+ years	No Cover

We may at Our option:

- Repair, rebuild or replace the Eligible Product; or
- Pay the reasonable costs to repair, rebuild, or replace the Eligible Product; or
- Pay the actual purchase price (including GST) of the Eligible Product(s) charged to the American Express Gold Card; and

The maximum amount We will pay for all claims by You in any twelve (12) month period is \$10,000 (including GST).

You must keep a copy of the Original Warranty, the sales receipt and American Express Gold Card statement showing purchases of any Eligible Product(s) as You will need to provide these when making any claim.

**Exclusions under Buyer's Advantage Cover:**

*(Please also refer to the General Terms and Conditions applicable to All Sections A-H on Page 30)*

Buyer's Advantage does not cover the following:

- Any loss or damage caused by a failure to take reasonable care to protect and maintain an Eligible Product against loss or damage or mitigate any loss or damage to an Eligible Product.
- Any costs other than for parts and or labour costs resulting from a covered breakdown or defect;
- Any obligations, costs or losses beyond those set out in the Original Warranty;
- Any payments, costs, expenses or claims for bodily injury, property damage, consequential loss or damage, loss of profit, punitive damages or legal costs associated in any way with an Eligible Product;
- Any repair or rebuilding undertaken other than by Chubb or its authorised representatives;
- Any Excluded Product(s).

**Making a claim under Buyer's Advantage Cover**

You must:

- Provide a copy of the Original Warranty to Us.
- Provide a detailed explanation and proof of breakdown and defects to Us, including sales receipt and Your American Express Gold Card statement showing the purchase and any other documentation necessary to support Your claim.
- Disclose to Us details of any other insurance cover under which You may be entitled to claim.
- Retain the Eligible Product(s) for inspection by Us or Our authorised representative.
- Give Chubb all necessary information and assistance We reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which it shall or would become entitled or subrogated upon it making good any loss or damage under this Policy.

**6. GENERAL TERMS AND CONDITIONS APPLICABLE**

**General Exclusions**

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

- Pre-existing Medical Conditions.
- Any Trip that is longer than one hundred and eighty (180) days.
- Any Trip once You have travelled in excess of one hundred and eighty-three (183) days during Your American Express Gold Card membership year.
- Conduct which has been impaired by Your consumption of alcohol or drugs (other than drugs prescribed and taken in accordance with medical advice)
- Intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.



6. Travel into hazardous work sites (e.g. underwater, mines, construction sites, oil rigs, etc.).
7. 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.
8. 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.
9. Service in the military, naval or air service of any country.
10. Participation in any military, police or fire-fighting activity.
11. Activities undertaken as an operator or crew member of any conveyance.
12. Flying in military aircraft or any aircraft which requires special permits or waivers.
13. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
14. 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.
15. 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.
16. An act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
17. 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 Gold 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. For non-emergency claims, please follow [www.americanexpress.com/newzealand/claims](http://www.americanexpress.com/newzealand/claims) within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
5. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
6. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

## 8. COMPLAINTS AND DISPUTE RESOLUTION

If You are not satisfied with the service You have received from Us You should contact Us. We have internal Complaints Handling and Dispute Resolution procedures and undertake to investigate Your concerns promptly and fairly. You may contact Us to make a complaint by telephone on 0800 422 346 by e-mail at [Complaints.NZ@Chubb.com](mailto:Complaints.NZ@Chubb.com) or in writing. Your query or complaint will then be reviewed.

We are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. We have 40 days to respond to Your complaint. If You are not satisfied by Our response, You may refer the matter to FSCL by emailing [info@fscl.org.nz](mailto:info@fscl.org.nz) or calling FSCL on 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website [fscl.org.nz](http://fscl.org.nz). There is no cost to You to use the services of FSCL.

## 9. PRIVACY

Chubb Insurance New Zealand Limited ("Chubb") is committed to protecting your privacy. Chubb collects, uses and retains Your personal information in accordance with the principles in the *Privacy Act 1993*.

### Personal Information Handling Practices

#### Collection, Use and Disclosure

Chubb collects Your personal information (which may include health information) when We are processing a claim, complaint or dispute. We collect the information to assess Your claim, or handle any claim, complaint or dispute that may be made under a policy. If You do not provide Us with this information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute.

We may disclose the information We collect to third parties, including contractors and contracted service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the Chubb group, insurance and reinsurance intermediaries, other insurers, Our reinsurers, and government agencies (where We are required to by law). These third parties may be located outside New Zealand.

#### Your Choices

In dealing with us, You agree to Us using and disclosing Your personal information as set out above. This consent remains valid unless You alter or revoke it by giving written notice to Our Privacy Officer.

From time to time, We may use Your personal information to send You offers or information regarding Our products that may be of interest to You. If You do not wish to receive such information, please contact Our Privacy Officer using the contact details provided below.

#### How to Contact Us

If You would like to access a copy of Your personal information, or to correct or update Your personal information, or if You have a complaint or want more information about how Chubb is managing Your personal information, please contact the Privacy Officer by posting correspondence to:

Chubb Insurance New Zealand Limited, PO Box 734, Auckland;  
telephoning: +64 9 3771459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com)



## The American Express® Gold Card

American Express International (NZ), Inc Incorporated in Delaware USA.  
Principal Place of Business in New Zealand, 600 Great South Road, Ellerslie,  
Auckland 1051.

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