



American Express® Corporate Card Business Travel Accident Insurance

Certificate of Insurance (Effective 1 December 2020)

This certificate provides details of insurance cover arranged by American Express International (NZ), Inc. ('American Express') with Chubb Insurance New Zealand Limited (hereafter called 'The Company'), for the benefit of Covered Persons.

DEFINITIONS AND SCOPE OF COVERAGE

This Description of Coverage describes the benefits, terms and conditions of this policy (AGRG386658) which provides group accidental death and dismemberment insurance benefits. Whenever used herein, Corporate Card, Corporate Card Member, and Corporate Card Account shall refer to American Express Corporate Card.

'Accident' means an unexpected event which causes Bodily Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is travelling.

'Airport Premises Benefit' is the benefit amount payable if the Covered Person sustains Bodily Injury while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding, or immediately after alighting from a Scheduled Flight on a Business Trip or Personal Trip.

'Airport Transportation Benefit' is the benefit amount payable if the Covered Person sustains Bodily Injury while riding as a passenger in, boarding, alighting from or being struck by, a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only:

1. when going directly to an airport for the purpose of boarding a Scheduled Flight on a Business Trip or Personal Trip; or
2. when leaving directly from an airport after alighting from a Scheduled Flight on a Business Trip or Personal Trip.

'Bodily Injury' means physical injury which:

1. is caused by an Accident; and
2. occurs solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury; and
3. occasions the death or dismemberment within three hundred and sixty five (365) days from the date of the Accident.

'Business Trip' means a bona fide business trip on assignment by, or at the direction of, the Sponsoring Organisation for the purpose of furthering the business of the Sponsoring Organisation; but shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips or vacations.

'Common Carrier Benefit' means the benefit amount payable if the Covered Person sustains Bodily Injury as a result of an Accident which occurs while riding solely as a passenger in, or boarding or alighting from or being struck by a Common Carrier Conveyance whilst on a Business Trip or Personal Trip.

'Common Carrier Conveyance' means an air, land or water vehicle (other than a rental vehicle) licensed to carry passengers for hire.

'Covered Persons' are:

All Corporate Card Members whose Transportation Costs are charged to Corporate Cards, including Meeting and Events Cards, issued by American Express Travel Related Services Company, Inc. its subsidiaries, affiliates and licensees (American Express), as long as the Card is billed in New Zealand and who are officers, partners, proprietors or employees of Sponsoring Organisations and whose Card accounts are in good standing.

Employees of Sponsoring Organisations with American Express Business Travel Accounts, including Treasurers Card Accounts and Centrally Billed Travel Accounts, for whom Transportation Costs are charged to such accounts are also Covered Persons.

Spouses/Domestic Partners and dependent children under age 23 of Covered Persons are also Covered Persons if:

1. travelling with the Covered Person on a Business Trip and at the request and expense of the Sponsoring Organisation; and
2. transportation Costs are charged for them to the Sponsoring Organisation's Corporate Card Account, Business Travel Account, Treasurers Card Account or Centrally Billed Travel Account.

Any person authorised by a Sponsoring Organisation (an Authorised Traveller) which has a Corporate Card Account, Business Travel Account, Treasurers Card Account or Centrally Billed Travel Account issued by American Express to have their Transportation Costs charged to that account as long as the Card is billed in New Zealand.

'Loss' is covered by the policy provided a Bodily Injury is sustained by the Covered Person, as defined:

1. whilst the policy is in force with respect to the Covered Person, and
2. under the circumstances and in the manner described in the paragraph entitled 'When Benefits are Payable'.

The term Loss shall mean with regard to hands and feet, actual severance through or above the wrists or ankle joints, and with regard to eyes, the entire irrecoverable loss of sight. Loss shall mean with regard to thumb and index finger actual severance through or above the joints closest to the palm; with regard to speech, entire and irrecoverable loss; and with regard to hearing, the entire and irrecoverable loss in both ears.

'Personal Trip' means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket. The trip may be a stand alone trip; side trip; or vacation undertaken after the commencement of a Business Trip and prior to a Return Trip. A Personal Trip is not for the purpose of furthering the business of the Sponsoring Organisation.

'Return Trip' means the Covered Person's return from a Business Trip after thirty (30) consecutive days to their residence or place of regular employment.

'Scheduled Flight' means a flight in an aircraft operated by an air carrier, provided that:

1. such air carrier holds a certificate, license or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered, and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times; and
2. such flight is regularly and continually flown on routes and at times as published in the ABC World Airways Guide or similar publication amended from time to time.

Departure times, transfer and destination points will be established in reference to the Covered Persons Scheduled Flight ticket.

'Sponsoring Organisation' means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate thereof which participates in the Corporate Card or Business Travel Account Programmes of American Express.

'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;
 - b) commission of, or threat of, a dangerous act; or
 - c) commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. when one 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;
 - 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.

'Transportation Costs' means costs of travel as a fare paying passenger in any Common Carrier Conveyance other than a taxicab.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

The Company shall pay a benefit amount determined from the Table of Losses (below) if a Covered Person sustains a Loss stated herein resulting from Bodily Injury, provided that:

1. such Loss occurs within three hundred and sixty five (365) days after the date of Accident causing such Loss; and
2. if more than one Loss stated in said Table is sustained as the result of one Accident, only one of the amounts so stated, the largest, shall be payable.

TABLE OF LOSSES

Description of Loss of:	Business	Personal
	Trip Hazard	Trip Hazard
Life	NZD300,000	NZD300,000
Both hands or both feet or sight of both eyes	NZD300,000	NZD300,000
One hand and one foot	NZD300,000	NZD300,000
Either hand or foot and sight of one eye	NZD300,000	NZD300,000
Speech and hearing	NZD300,000	NZD300,000
Either hand or foot	NZD150,000	NZD150,000
Sight of one eye	NZD150,000	NZD150,000
Speech or hearing	NZD150,000	NZD150,000
Thumb and index finger of the same hand	NZD75,000	NZD75,000

MAXIMUM BENEFIT PER COVERED PERSON

In no event will multiple Corporate Card Accounts or Business Travel Accounts obligate The Company to pay for more than one Loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the policy will be determined according to the highest amount payable under any one of the American Express Accounts which provides cover in relation to the Accident and Loss in question.

EXPOSURE AND DISAPPEARANCE

If by reason of an Accident covered under the policy a Covered Person is unavoidably exposed to the elements and as a result of such exposure suffers a Loss for which a benefit amount is otherwise payable hereunder, such Loss will be covered under the terms of the policy.

If the body of a Covered Person has not been found one year after the disappearance, forced landing, stranding, sinking or wrecking of a Common Carrier Conveyance in which such person was an occupant then it shall be deemed, subject to all other terms and provisions of the Policy, that such Covered Person shall have suffered Loss of life.

WHEN BENEFITS ARE PAYABLE (Benefits are payable under only one hazard for any one Loss).

Description of a Business Trip hazard

The applicable benefit amount is payable if the Covered Person sustains Bodily Injury anywhere in the world while on a Business Trip. Such insurance shall apply only when and after the Covered Person charges their Transportation Costs to a Corporate Card Account, or such Transportation Costs are charged on their behalf to a Business Travel Account.

24 Hour Accident Protection while on a Business Trip

Coverage begins when the Covered Person leaves their residence or place of regular employment for the purpose of going on a Business Trip or at the time charges for Transportation Costs have been made to a Corporate Card Account or Business Travel Account, whichever occurs last.

For Business Trips lasting thirty (30) consecutive days coverage remains continuously in effect until the Covered Person returns to their residence or place of regular employment, whichever occurs first.

For Business Trips longer than thirty (30) consecutive days, coverage ceases at 12:01 am at the Covered Person's location on the thirty-first (31st) day of a Business Trip.

Business Trip coverage incorporates:

1. Common Carrier Benefit;
2. Airport Transportation Benefit; and
3. Airport Premises Benefit.

Business Trips longer than thirty (30) days

Coverage is reactivated when the Covered Person begins the Return Trip.

Coverage for the Return Trip is limited to:

1. Common Carrier Benefit;
2. Airport Transportation Benefit; and
3. Airport Premises Benefit.

The applicable benefits amount payable for any Loss sustained during a Return Trip will be determined from the Business Trip Hazard column of the Table of Losses.

Description of a Personal Trip hazard

Benefits covered under a Personal Trip hazard are not covered under a Business Trip hazard.

Authorised Travellers, as defined within the Covered Person definition, are not eligible for Personal Trip cover.

The applicable benefit amount is payable if the Covered Person sustains Bodily Injury anywhere in the world while on a Personal Trip. Such insurance shall apply only when and after the Covered Person charges their Transportation Costs to a Corporate Card Account, or such Transportation Costs are charged on their behalf to a Business Travel Account.

Coverage for Personal Trips is limited to:

1. Common Carrier Benefit;
2. Airport Transportation Benefit; and
3. Airport Premises Benefit.

Unlike the Business Trip hazard no twenty-four (24) hour coverage operates.

GENERAL EXCLUSIONS

The policy does not cover any loss caused or contributed to by:

1. alcohol intoxication as defined in the jurisdiction where the Accident occurred and/or acting under the influence of alcohol above the local permitted legal limit;
2. intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof while sane;
3. illness, sickness, disease, physical or mental infirmity, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of a covered Bodily Injury;
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
5. 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;
6. service in the military, naval or air service of any country;
7. participation in any military, police or fire-fighting activity;
8. activities undertaken as an operator or crew member of any Common Carrier Conveyance;
9. flying in aircraft owned or leased by the Covered Person's Sponsoring Organisation;
10. flying in any aircraft which is a chartered non-scheduled licensed common carrier hired by a single organisation;
11. flying in military aircraft or any aircraft which requires special permits or waivers;
12. commission of or attempt to commit an illegal act by or on behalf of the Covered Person or their beneficiaries;
13. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination;

14. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a physician;
15. taking of alcohol in combination with any drug or medication; and
16. an act of Terrorism except when such event occurs under:
 - a) Common Carrier Benefit; or
 - b) Airport Transportation Benefit; or
 - c) Airport Premises Benefit whether on a Business Trip or a Personal Trip.

Sanctions Exclusion

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

The Company is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, The Company 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 Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

CLAIMS

Written notice must be given as soon as possible of any occurrence likely to result in a claim and in any event within thirty (30) days of completion of the Covered Trip, Business, Personal and/or Return Trip.

Claims Service – all claims and correspondence relating to the insurance should be addressed to:

Chubb Insurance New Zealand Limited
PO Box 1497, Shortland Street
Auckland 1140

PAYMENT OF CLAIMS

The amount of NZD50,000 under 'Loss of Life listed under the Table of Losses/ Accidental Death and Dismemberment Benefit will be paid to the Company in whose name the Card or Account is issued and NZD250,000 will be paid to the Insured person. All other benefits will be paid to the surviving person or equally to the beneficiaries in the first of the following classes of successive preference beneficiaries in which they are a living member:

1. the Covered Person's spouse;
2. his or her Children, including legally adopted children;
3. his or her parents;
4. his or her brothers and sisters; and
5. his or her estate.

In determining such persons or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge the Company from all obligations under the policy. Any amount payable to a minor will be paid to the minor's legal guardian. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the beneficiaries.

TIME LIMIT OF ACTIONS

No action at law or in equity shall be brought to recover under the policy after the expiration of three (3) years after the time written proof of loss is required to be furnished.

TERMINATION

The cover referred to in the certificate will terminate as of the date he or she ceases to be a Covered Person or on the termination of the master policy, whichever is earlier. Chubb Insurance New Zealand Limited is a member of the Chubb Group of Companies. Please refer to Chubb's website at www.chubb.com/nz for its most up-to-date financial strength rating. The Chubb Group is one of the world's leading providers of insurance products and operates in 50 countries.'

IMPORTANT INFORMATION

In this section "We", "Our" and "Us" means Chubb Insurance New Zealand Limited (Chubb).

"You" and "Your" refers to Our customers and prospective customers as well as those who use Our website.

DUTY OF DISCLOSURE

Your Duty of Disclosure

Before entering into a contract of insurance with Chubb, each prospective insured has a duty to disclose to Chubb information that is material to Chubb's decision whether to accept the insurance and, if so, on what terms. This includes material information about the insured, any other people and all property and risks insured under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to Chubb before renewal, extension, variation or reinstatement of a contract of insurance with Chubb. You should also provide all material information when you make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective insured understands all information provided in support of the application for insurance and that it is correct, as each prospective insured will be bound by the answers and by the information they have provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

Consequences of Non-Disclosure

If an insured fails to comply with their duty of disclosure, Chubb may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. Chubb may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

FINANCIAL STRENGTH RATING

At the time of print, Chubb has an "AA-" insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak	SD or D – selective default or default
AA	Very Strong	BB	Marginal	CC	Extremely Weak	R – Regulatory Action
A	Strong	B	Weak			NR – 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 S&P Global Ratings website. Our rating is reviewed annually and may change from time to time, so please refer to our website for our latest financial strength rating.

FAIR INSURANCE CODE



We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The Code and information about the Code is available at www.icnz.org.nz and on request.

FINANCIAL ADVICE

The information contained within this document does not take into account the personal circumstances, objectives, financial situation or needs of the insured and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of the relevant insurance policy, and obtain financial advice if required, before making any decisions about the insurance policy.

PRIVACY STATEMENT

This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle your personal information. Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted on Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains your personal information in accordance with the requirements of New Zealand's Privacy Act, as amended or replaced from time to time.

Personal Information Handling Practices

When do We collect your personal information?

Chubb collects Your personal information (which may include health information) from You when You interact with Us, including when you are applying for, changing or renewing an insurance policy with Us or when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our privacy policy.

Purpose of Collection

We collect and hold the information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to 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, or offer other products and services to You or Your organisation. Sometimes, We may also use Your personal information for Our marketing campaigns and research, to improve our services or in relation to new products, services or information that may be of interest to You.

Recipients of the Information and Disclosure

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 lawyers, doctors and other medical service providers, credit reference bureaus and call centres);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers, marketing agencies; and
- government agencies or organisations (where we are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

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.

Rights of Access to, and Correction of, Information

If You would like to access a copy of Your personal information, or to correct or update Your personal information, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 377 1459; or emailing Privacy.NZ@chubb.com.

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing enquiries@privacy.org.nz or using the online form available on the Privacy Commissioner's website at www.privacy.org.nz.

Complaints and Dispute Resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that you may access, at no cost to you.

To assist Chubb with your enquiries, please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint or dispute.

Chubb's complaints and dispute procedures are as follows:

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any of Chubb's products or services and you wish to lodge a complaint, please contact us via:

E Complaints.NZ@chubb.com
O 0800 422 346
F +64 9 303 1909
Post: The Complaints Officer
Chubb Insurance New Zealand Limited
PO Box 734
Shortland Street
Auckland 1140

Stage 2 – Dispute Resolution Procedure

If you are dissatisfied with Chubb's response to your complaint, you can advise that you wish to take your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

E DisputeResolution.NZ@chubb.com
O +64 9 377 1459
F +64 9 303 1909
Post: Internal Dispute Resolution Service
Chubb Insurance New Zealand Limited
PO Box 734
Shortland Street
Auckland 1140

Stage 3 – External Dispute Resolution

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Commerce & Consumer Affairs. Subject to FSCL's Terms of Reference, if you are dissatisfied with our dispute determination or we are unable to resolve your complaint or dispute to your satisfaction within two months you may contact FSCL via:

Post: Financial Services Complaints Limited
PO Box 5967
Lambton Quay
Wellington 6145
O 0800 347 257 (Call Free for consumers) or +64 4 472 FSCL (472 3725)
F +64 4 472 3728
E info@fscl.org.nz
W www.fscl.org.nz

Please note if you would like to refer your complaint or dispute to FSCL you must do so within 2 months of the date of our dispute determination. Further details regarding our complaint handling and dispute resolution procedures are available from our website and on request.

CHUBB[®]

Chubb Insurance New Zealand Limited,
PO Box 1497, Shortland Street, Auckland 1140 ABN 23 001 642 020

