# David Jones American Express Platinum Card Insurance

# **Terms and Conditions**

Effective 15th March 2022

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# **Terms And Conditions**

# This Policy is effective from 15/03/2022

American Express® Card Insurance Policy Number: 09NACDJPTB

# **Eligible American Express Card Products**

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

(a) David Jones American Express Platinum Card.

# **About this Policy**

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

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

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

This Policy offers 2 main types of benefit and services:

- 1. Travel insurance benefits
- 2. Retail item cover

# **Cancelled or Suspended Cards**

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

### **Termination**

Cover will be terminated at the earlier of the following:

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

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

# **Remember To Check This Policy**

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

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

Please familiarise yourself with this Policy. We want to ensure You are clear about what it covers and what it does not cover or excludes. If You are unclear about anything in this document, please call 1800 236 023 and Our insurance team will be happy to assist You with any enquiries.

# **Always Take Care When Travelling**

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

# **Making A Claim**

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

# **Changes To This Policy**

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

# **Important Things To Know About This Policy**

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

#### Excess

# Where applicable, an Excess is applied for each Event.

If a claim is covered, the Excess is first deducted from the amount We will pay and before any relevant depreciation and limits have been applied to the claim amount.

The applicable Excess amount is specified in the Schedule of Benefits.

An Excess may also be a waiting period, which is the amount of time You have to wait until the benefit may become payable.

# **Examples**

The below examples are provided for illustrative purposes only. Each claim will be assessed individually, based on the facts relative to the specific claim

# Example A - Excess applied:

Anna books accommodation to the Sunshiny caravan park. Her Trip with the family is in summer, which is 3 months away. A week before the start of the family Trip, her son has an accident at school and breaks his leg. Unfortunately, he needs surgery and the Doctor confirms it's best to be at home for the recovery. Anna paid \$1,200 for the accommodation. The Excess is \$250.

- a) Deduct the Excess of \$250
- b) Check the total cover limits and sub limits in the Schedule of Benefits. The amount claimable is below these limits.

Calculation for the amount payable:

(-Excess) + accommodation = amount payable (-\$250) + \$1,200 = \$950 claim payment.

# Example B – Excess and depreciation applied:

Jane travels to Brazil and while in Brazil her laptop is stolen. She reports the theft to the police and provides Us with the required documentation. Jane paid \$6,000 for her laptop 12 months prior to this Event. Jane's Excess is \$250

- a) Deduct the Excess of \$250
- b) Establish original purchase price of the laptop: \$6,000
- c) Apply depreciation\*:
- 2.5% per month for 12 months = 30% depreciation.
- 30% of \$6,000 = \$1,800 total depreciation.
- d) Establish current value of the laptop by subtracting depreciation from the purchase price of the laptop
  - · \$6,000 \$1,800 = \$4,200
- e) Check the total and per item limit shown in the Schedule of Benefits and select the lower of current value of the laptop or the item limit. If the per item limit is \$2,500 which is lower than the current value \$4,200, hence We take the lower number = \$2,500.

Calculation for the amount payable: (-Excess) + limit per item = amount payable (-\$250) + \$2,500 = \$2,250 claim payment.

# Example C - Excess and depreciation applied

Rob and his wife travelled to France for 14 days. On the 4th day of their Trip, Rob slips down the stairs at the hotel. Thankfully it's not a major injury, but he did twist his ankle and needs to seek medical attention. He was billed \$500 for the Doctor's appointment including some scans and medication. On the 8th day, Rob had his laptop stolen which was worth \$1,000 when it was purchased 6 months ago. Unfortunately, on the last day of their Trip, Rob's wife then lost her Smartphone worth \$900 that was purchased directly before their Trip commenced. When they return to Australia, Rob submitted a claim for the 3 Events.

As Rob and his wife had 3 Events during their Trip to France, an Excess would be applied to each of the Events (and Covered Persons).

Claim 1: (-\$250) Excess + \$500 Medical costs = \$250 claim payment.

### Claim 2:

- a) Deduct the Excess of \$250
- b) Establish original purchase price of the laptop: \$1,000
- c) Apply depreciation\*:
  - 2.5% per month for 6 months = 15% depreciation.
  - 15% of \$1,000 = \$150 total depreciation.
- d) Establish current value of the laptop by subtracting depreciation from the purchase price of the laptop

• \$1,000 - \$150 = \$850

Calculation for the amount payable: (-Excess) + current value = amount payable (-\$250) + \$850 = \$600 claim payment.

Claim 3: (-\$250) Excess + \$900 Smartphone = \$650 claim payment.

\*For depreciation details, please review Section C - Personal Baggage, Valuables, Money and Travel Documents Cover

# **Pre-Existing Medical Conditions**

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

# **Pregnancy & Travel Insurance Benefits**

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

### When does the travel insurance cover You if You are pregnant?

If You are pregnant, You will be covered for unforeseen emergency medical treatment whilst overseas up to 8 weeks before Your estimated date of delivery. However, You will not be covered for costs associated with the actual birth of Your child overseas or any pregnancy related medical conditions that You were already suffering before Your Qualifying Travel Purchase.

For more information see – When are You Not Covered if You are pregnant? (below).

Two key sections of this Policy that You should be aware of are:

# 1. Section B - Medical Emergency Expenses Cover:

You are covered for Events arising from or related to Your pregnancy when You are on an International Return Trip, if You have a sudden and unexpected Injury or Illness, which:

- a) occurs more than 8 weeks before Your estimated date of delivery;
   and
- b) is not otherwise excluded within this Policy.

#### 2. Section A - Trip Cancellation and Amendment Cover:

You are covered if You have a sudden and unexpected Injury or Illness arising from or related to Your pregnancy that prevents You from going on the Trip or continuing the Trip, and which:

- a) is confirmed by medical evidence provided by a treating Doctor;
- b) occurs more than 8 weeks before Your estimated date of delivery; and
- c) is not otherwise excluded within this Policy.

# When Are You Not Covered if You are pregnant?

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

- 1. any Pre-Existing Medical Condition:
- any past medical condition(s) relating to a previous pregnancy or if You have experienced pregnancy complications prior to Your Qualifying Travel Purchase;
- Your pregnancy under Medical Emergency Expenses Cover or Trip Cancellation and Amendment Cover within 8 weeks of Your estimated

- date of delivery:
- 4. any costs under Medical Emergency Expenses Cover arising from childbirth or the health of a newborn child. This exclusion applies irrespective of the stage of pregnancy at which the child is born; meaning a newborn (whether premature or otherwise) is not considered a Covered Person under this Policy if the child was born on the Trip;
- 5. any costs under Medical Emergency Expenses Cover arising from or relating to an abortion, unless an abortion is medically necessary to protect the health and safety of the mother following an Injury or Illness, as determined by a treating Doctor;
- fertility treatment or treatment associated with an assisted reproduction program including but not limited to, in vitro fertilisation (IVF).

# **Exclusions Within This Policy**

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

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

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

# **Age Limits**

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

Cover Section	Age Limit
Age Limit for C	overed Person
<b>Travel Insurance Cover</b> (Section A – D)	You must be 79 years of age or younger before You make Your Qualifying Travel Purchase.
Card Purchase Cover (Section E)	No age limitations apply for these cover sections.
Card Refund Cover (Section F)	
Buyer's Advantage Cover (Section G)	
Age Limit for Close Relativ	e or Travelling Companion
If Your claim relates to cancellation or disruption of Your Trip due to an Injury or Illness of Your Close Relative or Travelling Companion, age limits also apply.	Close Relative or Travelling Companion must be 90 years of age or younger when You make Your Qualifying Travel Purchase.
Trip Cancellation and Amendment Cover (Section A)	

# **Excluded Sports And Activities**

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

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

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

# COVID-19

This Policy provides some limited cover related to Coronavirus Disease 19 (COVID-19) as outlined across/below. All claims are subject to the usual Policy terms, conditions and exclusions.

# **Domestic Return Trips (Limited Cover only)**

- If You need to change, Curtail or Cancel Your Domestic Return Trip due to You, Your Travelling Companion, Your Close Relative or a person You are visiting for the main purpose of Your Trip being diagnosed with COVID-19, You will be eligible to claim under Section A – Trip Cancellation and Amendment Cover.
- There is no Cancellation, Curtailment or Trip Change cover due to border closures or travel advisory warnings related to COVID-19 for Domestic Return Trips.
- There is **no** Medical Emergency Expenses cover for Domestic Return Trips.

# **International Return Trips**

- If You need to Curtail, Cancel or make a Trip Change to Your International Return Trip due to You, Your Travelling Companion, Your Close Relative or a person You are visiting for the main purpose of Your Trip being diagnosed with COVID-19, You will be eligible to claim under Section A – Trip Cancellation and Amendment Cover.
- If You need to cancel, curtail or change Your International Return Trip because of border closures or travel advisory warnings due to COVID-19, You will be eligible to claim under Section A – Trip Cancellation and Amendment Cover.
- Cancellation cover applies for border closures or upgraded travel advisory warnings which occur after You make Your Qualifying Travel Purchase for International Return Trips.

- Curtailment or Trip Change cover applies for border closures or upgraded travel advisory warnings which occur after You start Your International Return Trip.
- If You become ill with COVID-19 whilst on an International Return Trip, You will be eligible to claim under Section B – Medical Emergency Expenses Cover. Please note:
  - there is no cover if You travel when a 'Do Not Travel' travel advisory
    warning has been issued by an Australian State or Territory or the
    Australian Federal Government or an Australian government agency
    (such as the Department of Foreign Affairs (DFAT)) prior to Your
    Trip starting even if You have an exemption to travel from the
    Australian government or an Australian government agency.
  - there is no cover if You travel when the borders have been closed at Your destination prior to Your Trip starting.

# Cancellation or Postponement of Special Events (No Cover)

<u>There is no cover</u> for the cancellation or postponement of a Special Event (for example, a wedding, conference, concert or sporting event) in Australia or overseas arising from or related to COVID-19.

Please refer to each policy section for a full overview of the cover, terms, conditions and exclusions that apply.

# **Travelling Against Medical or Government Advice**

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

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

If You are advised not to travel **after** You have made Your Qualifying Travel Purchase, You may be entitled to cancel or change Your Trip and make a claim under Section A - Trip Cancellation and Amendment Cover (subject to the terms and conditions of this Policy).

# **Return Trips Only**

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

You may need to provide evidence of Your intention to return to Your Home or Your Work where reasonably possible, for example by providing copies of a return ticket, itinerary or schedule, return transfer or accommodation bookings, confirmation of return to Work dates etc. Remember, cover automatically ends for all Trips at 45 days.

### Fraud

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

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

### **Australian Law**

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

# **Australian Currency**

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

# **Chubb Assistance (In The Event Of An Emergency)**

#### Emergency assistance around the world

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

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

# www.americanexpress.com/australia/claims

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

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

# **Eligibility For Cover Under This Policy**

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

# **Eligibility Table**

Cover Section	Eligibility Criteria  To be eligible for the benefits under the cover section(s) of the Policy, the following eligibility criteria needs to be met:	When are benefits available under the Policy?	When are no benefits available under this Policy?
Travel Insurance Cover (Sections A - D)	1. You are a Card Member or an Additional Card Member or their:  a) Spouse; or  b) Dependent Child.  2. You are a Resident of Australia.  Domestic Return Trips  3. You are going on a Domestic Return Trip and You either:  a) spend \$500 or more on accommodation; or  b) Pay the full amount of Your outbound ticket for a Scheduled Flight, Scheduled Cruise, bus or train to Your scheduled outbound destination,  on Your:  i. American Express Card Account; and/or  ii. corresponding American Express Membership Rewards points.  International Return Trips  4. You are going on an International Return Trip and You pay the full amount of Your outbound ticket for a Scheduled Flight or Scheduled Cruise leaving Australia on Your:  i. American Express Card Account; and/or  ii. corresponding American Express Membership Rewards points.  5. You hold an eligible American Express Card Account which is current (meaning it is not cancelled or suspended).  6. You are 79 years of age or younger when You make Your Qualifying Travel Purchase.	If You have satisfied the eligibility criteria, You will be eligible to make a claim for the Domestic Return Trip or International Return Trip that eligibility condition 3 or 4 applies to.	There is no cover under this Policy if.  1. You do not meet the eligibility criteria;  2. Your American Express Card Account has been cancelled or suspended;  3. You are going on a One-Way Trip.  Please also refer to the Terms, Conditions and Exclusions within each cover section (A – D below) and the General Exclusions and General Conditions within this Policy.
Card Purchase Cover (Section E) Card Refund Cover (Section F) Buyer's Advantage Cover (Section G)	1. You are a Card Member or an Additional Card Member or their:  a) Spouse; or  b) Dependent Child.  2. You are a Resident of Australia.  3. You purchase an Eligible Item and pay the entire cost using Your:  i. American Express Card Account; and/or  ii. corresponding Rewards Points.  4. You hold an eligible American Express Card Account which is current (meaning it is not cancelled or suspended).	If You have satisfied the eligibility criteria, You will be eligible to make a claim for the Eligible Item that eligibility condition 3 applies to.	There is no cover under this Policy if 1. You do not meet the eligibility criteria; 2. Your American Express Card Account has been cancelled or suspended. Please also refer to the Terms, Conditions and Exclusions within each cover section (E, F or G below) and the General Exclusions and General Conditions

# If You change Your American Express Card Account product, or Your American Express Card Account is Cancelled or Suspended

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

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

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

Please see the table below for more information.

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

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

# Example A – No American Express Card Account in place at the date of claim Event

# Joan holds an American Express Card Account that has travel insurance cover and makes a Qualifying Travel Purchase for a Trip that she intends to take later in the year.

Before she starts her Trip, Joan decides to cancel her American Express Card Account. Upon cancelling her American Express Card Account, Joan does not apply for another American Express card.

Subsequently, Joan travels and unfortunately her luggage is lost in transit to her scheduled destination.

Joan does not have any entitlement to make a claim under the Policy for the lost luggage as Joan had cancelled the American Express Card Account, which means Joan did not hold a valid American Express Card Account at the date of the claim Event and therefore no longer has access to the travel insurance cover.

# Example B - Different American Express card in place at the date of claim Event

Tim makes a Qualifying Travel Purchase for a Trip using his American Express Card Account that has travel insurance cover.

Prior to travelling, Tim arranges with American Express to downgrade his card to another American Express card with a lower fee that has less travel insurance benefits.

On the Trip, Tim suffers an Injury. The previous American Express Card Account which Tim held included Medical Emergency Expenses cover, but the new card held by Tim at the date of the claim Event does not include Medical Emergency Expenses cover.

Tim cannot therefore make a claim for Medical Emergency Expenses as the policy in-force at the date of the claim Event does not include this type of cover.

For medical and travel emergencies, please contact Chubb Assistance on +61 2 8907 5666. For claims and general enquiries about this Policy, please contact Chubb:

Address: Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000 Australia

Postal Address: GPO Box 4907. SYDNEY NSW 2001

Telephone: 1800 236 023 Overseas Telephone: +61 2 9335 3492

Email: CardmemberServices.ANZ@Chubb.com

Not an emergency?

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

# **Coverage Summary**

# **IMPORTANT**

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

Section	Cover Description	Key Exclusions
Travel Insurance Cover		
A	Trip Cancellation and Amendment Cover Provides cover in the event You must Cancel, Curtail or change Your Trip for the following reasons:  You or Your Travelling Companion suffering an Injury, unforeseen Illness or dying before or during Your Trip;  a Close Relative, suffering an Injury or an unforeseen Illness or dying before or during Your Trip;  a Natural Disaster has caused devastation to the destination You were intending to travel;  an Australian State or Territory or the Australian Federal Government or an Australian government agency (such as DFAT – Department of Trade and Foreign Affairs) upgrading a travel advisory to 'Reconsider your need to travel' or 'Do Not Travel' travel warning or borders closing in respect of the destination You were intending to travel after You:  make Your Qualifying Travel Purchase in the case of a Cancellation claim, or  start Your Trip in the case of a Curtailment or Trip Change.  Cover varies depending on the Trip type (international or domestic).  What is covered?  Non-refundable deposits, excursion costs and unused travel and accommodation costs You have paid in advance.	<ul> <li>We will not pay for:</li> <li>Cancellation, Curtailment or Trip Change due to a Pre-Existing Medical Condition;</li> <li>losses arising from the death, serious injury or acute Illness of any Close Relative or Travelling Companion who is 91 years or older when You made Your Qualifying Travel Purchase;</li> <li>circumstances where Cancellation, Curtailment or Trip Change was foreseeable, avoidable, unnecessary or within Your control at the time of making a Qualifying Travel Purchase (for Cancellation) or before starting a Trip (for Curtailment or Trip Change);</li> <li>You or any other person simply changing their mind and deciding not to travel or choosing to stop their Trip;</li> <li>Cancellation, Curtailment or Trip Change of a Domestic Return Trip due to border closures, travel advisory warnings or quarantine as a result of an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses;</li> <li>the cancellation or postponement of a Special Event arising from or related to an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses.</li> </ul>

В	Medical Emergency Expenses Cover Provides cover for Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency while You are on Your International Return Trip, and transportation of Your remains or burial expenses following Your death while on a Trip.	<ul> <li>We will not pay for: <ul> <li>costs relating to Pre-Existing Medical Conditions;</li> <li>any expenses if you are 80 years of age or older before You make your Qualifying Travel Purchase;</li> <li>medical costs if You do not make reasonable attempts to contact Chubb Assistance where You were reasonably able to do so;</li> <li>costs arising from Your participation in Excluded Sports and Activities (for example, horse riding, deep sea fishing, bungee jumping, jet skiing, hot air ballooning and rock climbing). Check the definition of Excluded Sports and Activities in the Definitions section for the full list of excluded activities;</li> <li>costs arising from or related to Trips where the following advice has been provided prior to starting Your Trip,</li> <li>an Australian State or Territory or the Australian Federal Government or an Australian government agency (such as DFAT) has issued a travel advisory warning, advising You to 'Do Not Travel' or that borders are closed, for the destination You planned to travel to; or</li> <li>a Doctor advised You not to travel.</li> </ul> </li> </ul>
С	Personal Baggage, Valuables, Money and Travel Documents Cover  Provides cover if Your Personal Baggage, Valuables, Money and Travel Documents are damaged, destroyed, lost or stolen during Your Trip.	We will not pay for:  Valuables or Money within Your Personal Baggage checked in or stowed in the luggage hold of an airplane, ship, bus or train;  Valuables and/or Money that are left Unattended in a motor vehicle (unless You have no option other than to leave the items Unattended due to an emergency medical, security or evacuation situation);  any Items left Unattended in a Public Place (unless You have no option other than to leave the items Unattended due to an emergency medical, security or evacuation situation);  claims where You do not obtain a report from local police, the carrier, tour or transport operator or accommodation provider and You have not taken reasonable steps to obtain one either.
D	Personal Liability Cover Covers Your liability if You damage someone's property or cause them injury.	We will not pay for:  You intentionally incurring any liability;  injury You cause to any person who is a member of Your family, a Close Relative, or any person under a contract of service or apprenticeship with You;  injury or damage involving:  a) mechanically propelled vehicles (including scooters), aircraft (including drones), hovercraft or watercraft (other than non mechanically propelled watercraft less than 10 metres in length);  b) firearms; or  c) animals (other than horses and domestic pets).

Retail Item Protection			
Е	Card Purchase Cover Covers theft or damage to Eligible Items within 90 days of purchase.	We will not pay for:  • Eligible Items left Unattended in a Public Place (unless You have no option other than to leave the Eligible Items Unattended due to an emergency medical, security or evacuation situation);  • Eligible Items left in an Unattended motor vehicle except where they are locked out of sight in a Secure Area which has been accessed by Forcible Entry or You have no option other than to leave the Eligible Items Unattended due to an emergency medical, security or evacuation situation.	
F	Card Refund Cover Covers You for a refund of the purchase price on any unused Eligible Items that You wish to return which the retailer operating in Australia will not take it back (for up to 90 days after purchase).	We will not pay for:  • Eligible Items returned because they are faulty;  • claims where a store credit or credit note has been offered;  • items purchased from a retailer outside Australia;  • Eligible Items with a purchase price of \$50 or less;  • used or second-hand items.	
G	Buyer's Advantage Cover Provides cover for the breakdown or defect of Eligible Items beyond the expiry of the original manufacturer's warranty period (applicable within Australia), as follows:  (i) if the original manufacturer's warranty period is 1 year or less, buyer's advantage extends cover by the same period as the Original Warranty (for example, if the Original Warranty is 1 year the buyer's advantage cover period will be an additional 1 year);  (ii) if the original manufacturer's warranty period expires between 2- 5 years, the buyer's advantage extends cover for a period of 1 year (for example, if the Original Warranty is 3 years, the buyer's advantage cover period will be an additional 1 year). (Please refer to the cover section for more details).	We will not pay for:  • items purchased from a retailer outside Australia;  • any costs other than for parts and/or labour costs resulting from a covered breakdown or defect.	

# **Schedule of Benefits**

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

Travel Insu	rance				
Section of Cover		Benefit Limit – per Covered Person unless otherwise stated			
	Cover Description	International Return Trip	Domestic Return Trip	Excess Applies	
	Trip Cancellation and Amendment Cover (section limit)	Up to \$7,500	Up to \$7,500		
Section A	b. Travel agent commission (sub-limit)	Up to \$750 or 15% of the total booking amount, whichever is the lesser	Up to \$750 or 15% of the total booking amount, whichever is the lesser	\$250	
	c. Additional travel and accommodation (sub-limit)	Up to \$3,000	Up to \$3,000		
	Medical Emergency Expenses Cover 1. In The Event Of A Medical Emergency (section limit)	Up to \$1,000,000			
	1.a. In The Event Of A Medical Emergency & Repatriation/Evacuation (sub limit) – costs arising as a result of Terrorism	Included in the above			
	2. Emergency Dental (sub limit)	Up to \$1,000	Not Covered		
	3. Repatriation/Evacuation (sub limit)	Up to \$1,000,000			
Section B	4. Incidental expenses each 24 hours (sub limit)	Up to \$50 per 24-hour period to a maximum of \$1,200		\$250	
	5. Extra accommodation (room only) (sub limit)	Up to \$150 per 24-hour period up to a maximum of \$1,500			
	6. a) Return economy airfare (sub limit)	Up to \$1,500			
	6. b) Extra accommodation (room only) (sub limit)	Up to \$150 per 24-hour period up to a maximum of \$1,500			
	2. In The Event Of Your death (Repatriation/Funeral/Burial Costs)	Up to \$15,000	Up to \$15,000	NIII	
	In the event of Your death in a Schengen member state	Up to 30,000 EUR	Not Covered	NIL	
	Personal Baggage, Valuables, Money And Travel Documents Cover (section limit)	Up to \$5,000	Up to \$5,000		
	a. Money and Travel Documents (sub limit)	Up to \$500	Up to \$500		
	b. Maximum total of all Valuables (including sub limits i. to iv.);	Up to \$4,000	Up to \$4,000	\$250	
	i. One (1) Smartphone (sub limit);	Up to \$500	Up to \$500		
Section C	ii. One (1) laptop (including accessories sold with the laptop) (sub limit);	Up to \$2,500	Up to \$2,500		
	iii. One (1) camera (including lenses and accessories) (sub limit);	Up to \$1,000	Up to \$1,000		
	iv. Any other Valuable item (sub-limit)	Up to \$1,000	Up to \$1,000		
	c. any other single item or Pair or Set of items (sub limit);	Up to \$1,000	Up to \$1,000		

Section D	Personal Liability Cover	Up to \$1,000,000	Up to \$1,000,000	NIL	
Retail Item	Protection				
Section of Cover	Cover Description Renetit Limit		Limit	Excess Applies	
Section E	Card Purchase Cover (section limit)	Up to \$20,000 in any three hundred and sixty-five (365) day period beginning when the first claim Event occurs		\$50	
	Per Eligible Item	Up to \$3,500			
Section F	Card Refund Cover (section limit)	Up to \$2,000 in any three hund period beginning when the		NIL	
	Per Eligible Item	Up to \$500			
Section G	Buyer's Advantage Cover (section limit)	Up to \$10,000 in any three hundred and sixty-five period beginning when the first claim Event or		NIL	
	Per Eligible Item	Up to \$1	0,000		

# **Definitions**

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

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

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

(a) David Jones American Express Platinum Card.

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

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

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

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

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

**Close Relative** means Spouse, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

**Covered Person** means the Card Member or an Additional Card Member, and:

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

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

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

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

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

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

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

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

ending:

- c) when You return to Your Home or Your Work (whichever occurs first); or
- d) when Your trip exceeds 45 consecutive days.

# Eligible Item means an item:

- 1. that is purchased from a retailer solely for personal use; and
- 2. that is new and has not been used in any way at the time of purchase; and
- 3. the cost of which has been charged to Your American Express Card Account (including through the redemption of corresponding Membership Rewards Points where applicable).

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

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

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

**Forcible Entry** means unlawful entry by forcible and violent means, as evidenced by a broken window, damaged or picked lock, broken hinge or door handle.

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

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

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

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

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

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

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

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

- (a) when You leave Your Home or Your Work (whichever occurs last) to travel to the airport to fly on Your Scheduled Flight; or
- (b) when You leave Your Home or Your Work (whichever occurs last) to travel to a harbour port to board a Scheduled Cruise; and ending:
  - (c) when You return to Your Home or Your Work (whichever occurs first) having travelled from the airport or harbour port; or
  - (d) when Your trip exceeds 45 consecutive days.

**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 such as a plumber, electrician, lighting or sound technician, carpenter, painter, decorator or builder.

## Medical Emergency means:

- an Injury;
- · sudden and unforeseen Illness; or
- · a dental issue.

suffered by You while overseas on an International Return Trip, which results in the immediate need for Treatment which cannot be reasonably delayed until Your return to Australia without causing discomfort or risk of aggravation in the opinion of a local treating Doctor or by Chubb Assistance.

**Money** means currency, travellers cheques, hotel and other redeemable holiday vouchers and petrol coupons. It does not mean cryptocurrency.

**Natural Disaster** means volcanic eruption, flood (more than 20,000 square metres of normally dry land), tsunami, earthquake, landslide, cyclone, tornado or bushfire. The term Natural Disaster does not include any infectious or contagious disease or virus regardless of transmission (including pandemic or epidemic).

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

**Pair or Set** means two or more items that are: i) used together; ii) associated with each other; or iii) corresponding (including attached and unattached accessories) and regarded as 1 unit.

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

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

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

IN THE TIME PERIOD PRIOR TO MAKING YOUR QUALIFYING TRAVEL PURCHASE	THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE
2 years	requires either of the following:  1. i. ongoing medication for treatment or risk factor control; ii. prescribed medication from a Doctor; iii. check-ups, consultations, reviews or progress advice (other than those recommended by a Doctor to review a previous condition that is considered by a Doctor prior to You making Your Qualifying Travel Purchase to be cured or in complete remission); or iv. surgery;  or  2. is either i. under investigation; ii. pending diagnosis or test results; or iii. chronic or arthritic.
3 years	THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE  affects any of the following body parts:
5 years	THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE related to cancer.
3 Months	THE PHYSICAL DEFECT, MEDICAL OR DENTAL CONDITION, ILLNESS, INJURY OR DISEASE led to the manifestation of symptoms where a reasonable person in the circumstances would be expected to be aware of or a reasonable person under the circumstances would have foreseen

**Public Place** means any place that is accessible by the public, including, shops, buses, planes, trains, Taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and entertainment venues.

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

# **Qualifying Travel Purchase means:**

- a) If You are going on a Domestic Return Trip, You:
- i. Spend \$500 or more on accommodation, or
- ii. Pay the full amount of Your outbound ticket for a Scheduled Flight, Scheduled Cruise, bus or train to Your scheduled outbound destination; or
- b) If You are going on an International Return Trip, You pay the full amount of Your outbound ticket for a Scheduled Flight or Scheduled Cruise leaving Australia;

and You charge the payment to Your:

- i. American Express Card Account; and/or
- ii. corresponding American Express Membership Rewards points.

# Qualifying Purchase means:

- i. a Qualifying Travel Purchase; or
- ii. purchase of an Eligible Item.

# Repatriation/Evacuation means Your:

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

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

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

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

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

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

**Schengen Visa** means You holding a valid visa that enables You to enter, freely travel within, and leave any of the Schengen member countries within Europe.

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.

**Smartphone** means an electronic device used for mobile telecommunications over a cellular network (including but not limited to, Apple, Samsung, Huawei or similar). Smartphone does not mean tablets or smart watches.

**Special Event** means a wedding, funeral, pre-paid conference, pre-paid sporting event pre-paid concert or festival, which before You started Your Trip You had planned to attend.

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

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

**Terminal Illness** means a medical condition for which a terminal prognosis has been given by a qualified Doctor and which is likely to result in death.

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

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

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

**Travel Documents** means travel tickets, passports, visas and driving licences.

**Treatment** means surgical or medical procedures performed by a Doctor or Dentist where the sole purpose of which is to cure or relieve Illness or Injury.

# Trip means:

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

**Unattended** means when Your Personal Baggage, Valuables, Money, Travel Documents or an Eligible Item are not:

- a) worn or carried by You; or
- b) under Your observation and within 3 metres of You.

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

We/Our/Us means Chubb

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

You/Your means a Covered Person.

# **Benefits**

# Section (A) Trip Cancellation And Amendment Cover

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

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

# SPECIFIC DEFINITIONS – TRIP CANCELLATION AND AMENDMENT COVER

**Cancellation** means a cancellation resulting in You not starting Your Trip at all. 'Cancel' and 'Cancelled' has the corresponding meaning.

**Curtailment** means cutting short Your Trip and returning to Your Home in Australia. 'Curtail' and 'Curtailed' the corresponding meaning.

**Trip Change** means any change that You must make to a Trip You have started but that does not result in You having to return Home any earlier than intended.

### COVER - TRIP CANCELLATION AND AMENDMENT COVER

This cover section provides cover for a necessary and unavoidable Cancellation, Curtailment or Trip Change for specified Events, as listed below.

### Please note that:

- specified Events 1 10 below (except 7 c) provide cover (as specified below) for circumstances arising from or relating to an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses, and
- 2. specified Events 11 12 do not provide any cover for circumstances arising from or relating to an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses.

If You have a necessary and unavoidable Cancellation, Curtailment or Trip Change due to one of the following unforeseen specified Events:

- You or Your Travelling Companion or a person You are visiting for the main purpose of Your Trip suffering an Injury, an unforeseen Illness or death;
- 2. Your Close Relative, or a Close Relative of a Travelling Companion or a Close Relative of a person You are visiting for the main purpose of Your Trip suffering an Injury, an unforeseen Illness or dying;
- 3. Your redundancy which qualifies for redundancy payments under current legislation:
- 4. You being in the Australian armed services (military, naval or air service) or emergency services (police, fire, ambulance) and Your leave is revoked:
- 5. You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;
- 6. You being required by the police or an authority to be present at Your Home or place of business in Australia following burglary, or local major damage such as flood at Your Home or place of business in Australia:
- 7. Your paid transport has been cancelled by your transport provider as a result of:
  - a. riot, strike, civil commotion;
  - b. adverse weather:
  - c. Natural Disaster;
  - d. mechanical breakdown of the transport You planned to travel on;

provided that there had been no published official warning, before You make Your Qualifying Travel Purchase, that any such Event had occurred or was likely to occur;

- 8. there is a Natural Disaster, or a Natural Disaster has recently happened or is reasonably expected to happen, on the direct route to or at Your Trip destination, provided that there had been no published official warning, before You make Your Qualifying Travel Purchase, that any such Event had occurred or was likely to occur;
- 9. a Natural Disaster or the imminent risk of one at Your Home in Australia:
- 10. for Your International Return Trip, where:
  - a. an Australian State or Territory, the Australian Federal Government or an Australian government agency (such as DFAT – Department of Trade and Foreign Affairs) have upgraded a travel advisory warning, advising You:
    - i. to 'Reconsider your need to travel' or 'Do Not Travel', or
    - ii. that borders are closed for the scheduled destination You planned to travel, or
    - iii. that mandatory guarantine is required at Your destination:

#### or

- b. an Australian state or territory public health authority have:
  - i. classified You as having close contact with a person diagnosed with an infectious disease or virus which is classified as an epidemic or pandemic; and
  - ii. directed You into a period of quarantine as a result of this contact:

#### or

c. an Australian State or Territory, the Australian Federal Government or an Australian government agency (such as DFAT) has implemented a lockdown order (encompassing stay-athome orders or the restriction of movement of people into or out of a defined geographic region) and the order applies to the geographic region where Your Home is;

# and

the warning was published or the order was given after You:

- i. make Your Qualifying Travel Purchase in the case of a claim for Cancellation: or
- ii. start Your Trip in the case of a claim for Curtailment or Trip Change;
- 11. a Special Event You were attending has been cancelled or postponed except due to circumstances arising from or relating to an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses;
- 12. for Your **Domestic Return Trip**, where an Australian State or Territory Government or government agency have issued an official written government statement advising You:
  - i. not to travel to Your destination: or
  - ii. that borders are closed for the destination You have planned to travel to; except due to circumstances arising from or relating to an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses;

and the warning was published after You:

- i. make Your Qualifying Travel Purchase in the case of a claim for Cancellation; or
- ii. started Your Trip in the case of a claim for Curtailment or Trip Change:

We will pay up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits for:

- a. non-refundable and unused:
  - i. deposits that You have paid in advance;
  - ii. excursion costs that You have paid in advance;
  - iii. travel and accommodation costs that You have paid in advance;
- b. non-refundable travel agents' commission;
- c. any other reasonable additional travel or accommodation expenses for a Trip Change or Curtailment,

however, where You have incurred both additional travel or accommodation expenses as well as forfeited expenses, only the greater of these expenses is payable under this Policy.

For example, if You forfeited pre-paid accommodation for a particular night, but also incur additional accommodation expenses for the same night, only the highest amount will be payable.

# TERMS AND CONDITIONS – TRIP CANCELLATION AND AMENDMENT COVER

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

- 1. Claims for Injury or Illness will require confirmation in writing by a treating Doctor confirming the Injury or Illness. If a written confirmation is not provided, You must provide evidence that You have taken reasonable steps to obtain the written confirmation, such as emails, call logs or other reasonable evidence.
- 2. Claims for death will require death certificate confirming cause of death. If a death certificate is not provided, You must provide evidence that You have taken reasonable steps to obtain the death certificate, such as emails, call logs or other reasonable evidence.
- 3. Where the purchase of an airplane, ship, bus or train ticket (or part thereof) was done so using membership rewards points or similar points and the loss of such points cannot be recovered from any other source (within a reasonable timeframe and after reasonable efforts have been made to seek recovery), We will calculate the loss by using the retail price associated with the travel provider of the issued ticket at the time the ticket was purchased.
- 4. You must take reasonable steps to recover any refund, credit note or voucher You are entitled to. Where You have received or been offered a refund, credit note or voucher for the cost of a booking, whether partially or in full, the amount offered or received is to be considered refundable. You are only eligible for cover under this cover section for non-refundable and unused costs.

# EXCLUSIONS – TRIP CANCELLATION AND AMENDMENT COVER (Please also refer to the General Exclusions Applicable to all Sections within this Policy).

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

- You or any other person simply changing their mind and deciding not to start a Trip, continue with the Trip or any other disinclination to travel:
- 2. Pre-Existing Medical Conditions (whether Yours, Your Travelling Companion's or a Close Relative's) except when You make a Cancellation, Curtailment or Trip Change due to the death of a Travelling Companion or Close Relative and provided the death was not as a result of a Terminal Illness:
- 3. the death, Injury, unforeseen Illness of any Close Relative or Travelling Companion who is 91 years of age or older when You made Your Oualifying Travel Purchase;
- costs where a refund, credit note or voucher has been received or offered for those costs:
- additional costs incurred due to Your failure to notify the carrier or travel agent as soon as reasonably possible that Your Trip is to be Cancelled or Curtailed:
- 6. any government regulation, prohibition or restriction, including but not limited to:

- a. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip;
- b. Travel advisories, border closures, mandatory quarantine, public health directives to quarantine or lockdown orders which occurred before You:
  - i. made Your Qualifying Travel Purchase in the case of a claim for a Cancellation; or
  - ii. started Your Trip in the case of a claim for a Curtailment or Trip Change:
- c. border closures or government advice not to travel which relate to an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses for a Domestic Return Trip;
- 7. where You do not meet the vaccination protocols required by a transport provider or an Australian State, Territory or the Australian Federal Government or the government of any destination You had planned to travel to before they allow You to board the Public Transport:
- 8. a Special Event that is cancelled or postponed as a result of an epidemic, pandemic or outbreak of an infectious disease or virus or any derivative or mutation of such viruses;
- 9. Your failure to check-in at the required time for any flight, sea crossing, train or bus journey which is within Your control;
- 10. Cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the Australian armed services (military, naval or air service) or emergency services (police, fire, ambulance) and the expense or cost was incurred as a result of Your leave being revoked;
- 11. travel or accommodation costs for anyone that is not a Covered Person:
- 12. costs incurred in respect of any medical condition where You are unable to supply a medical certificate from Your treating Doctor confirming Cancellation, Curtailment or Trip Change was necessary and unavoidable. If a written confirmation is not provided, You must provide evidence that You have taken reasonable steps to obtain the written confirmation, such as emails, call logs or other reasonable evidence;
- 13. Your financial circumstances or any contractual or business obligation;
- 14. the failure of Your travel agent to pass on monies to operators or to deliver promised services;
- 15. the Insolvency of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider;
- 16. additional transportation or accommodation expenses which are payable under another section or benefit of this Policy;
- 17. any circumstances that were foreseeable, avoidable, unnecessary or within Your control:
  - a. at the time You made Your Qualifying Travel Purchase in the case of Cancellation, or
  - b. before You start Your Trip in the case of Curtailment or Trip Change.

# **EXCESS – TRIP CANCELLATION AND AMENDMENT COVER**

As noted in the Schedule of Benefits.

# **Section (B) Medical Emergency Expenses Cover**

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

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

# **COVER - MEDICAL EMERGENCY EXPENSES COVER**

# 1. In The Event Of A Medical Emergency – International Return Trip only

If during Your International Return Trip (except when You are in Australia), You have a Medical Emergency resulting from an Injury or Illness, which is not a Pre-Existing Medical Condition, We will pay or reimburse the reasonable expenses for:

- 1. Your emergency medical Treatment and hospital costs;
- 2. Your emergency dental Treatment to natural teeth;
- Your Repatriation/Evacuation costs if approved by Chubb Assistance (such approval not to be unreasonably withheld or delayed) following consultation with the treating Doctor;
- 4. Your incidental expenses, such as food and toiletries expenses, which You may incur as a result of being hospitalised as an inpatient for each complete 24 hour period;
- reasonable extra accommodation costs (room-only) for You and any person who stays or travels with You to provide support or care, as reasonably agreed by Chubb Assistance;
- 6. if You are travelling alone:
  - a) a return economy airfare; and
  - b) extra accommodation (room-only);

for Your friend or Close Relative to stay with You as reasonably agreed by Chubb Assistance.

The maximum We will pay under the Medical Emergency Expenses Cover is the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits. However, We will stop paying costs and expenses prior to that limit being reached if You:

- (i) return to Australia; or
- (ii) are declared fit to return to Australia by a treating Doctor or by Chubb Assistance's medical officer, but choose to remain overseas.

#### 2. In The Event Of Your death

If You die during Your Trip, Chubb Assistance will organise, arrange and pay for the reasonable costs up the maximum relevant cover section inclusive of sub-limits as shown in the Schedule of Benefits for:

- a) transportation of Your remains to an airport of Your Home's State or Territory in Australia; or
- b) cremation and subsequent transportation of Your remains to an airport of Your Home's State or Territory in Australia; or

c) local (in the country of Your death) burial.

If You hold a valid Schengen Visa and in the event of Your death in a Schengen member state during Your International Return Trip, the maximum amount We will pay in total will not exceed 30,000 EUR for expenses incurred in that Schengen member state for Your burial or cremation.

## In an emergency:

You should contact Chubb Assistance as soon as reasonably possible when an emergency arises on ±61.2.8907.5666 and provide Your American Express Card Account number, as much information as possible and a telephone or fax number where You can be contacted.

If Your medical condition prevents You from calling, if possible, someone else should call on Your behalf, such as a relative, Your Travelling Companion, nurse or Doctor.

If You do not make reasonable attempts to 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 some or all of Your medical expenses (to the extent that those medical expenses could otherwise have been reduced through preferred medical providers arranged by Chubb Assistance).

# TERMS AND CONDITIONS – MEDICAL EMERGENCY EXPENSES COVER

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

- 1. You must be seventy-nine (79) years of age or younger when You make Your Qualifying Travel Purchase.
- 2. We will not be liable to pay or reimburse You for any medical Treatment, hospital costs, dental Treatment or any other ancillary Treatment (i.e. physiotherapy) that are incurred in Australia.
- 3. You must take all reasonable measures to avoid or minimise any claim, to follow all applicable care and safety procedures notified to You by a treating Doctor or Chubb Assistance's medical officer, to obtain help or assistance as soon as reasonably possible and avoid danger, except in an attempt to save human life.
- 4. You must make all reasonable attempts to call Chubb Assistance before seeking overseas emergency medical Treatment. If Your medical condition prevents You from calling, if possible, someone else should call on Your behalf, such as a relative, Travelling Companion, nurse or Doctor. If You do not make reasonable attempts to call Chubb Assistance before seeking emergency medical Treatment, or You chose to seek treatment from a medical service provider not approved by Chubb Assistance, You may be responsible for Your medical expense costs to the extent that those medical expenses could otherwise have been reduced through preferred medical providers arranged by Chubb Assistance. You will need to provide evidence that You have attempted to contact Chubb Assistance, such as call logs or other reasonable evidence.
- 5. In the event of an overseas Medical Emergency, We will arrange Your transportation to the nearest hospital or evacuate You to the nearest adequately equipped hospital in the event that local medical facilities

- are inadequate (in the opinion of staff at the local medical facility or Chubb Assistance's medical officer).
- 6. If Your original means of transportation cannot be used, We will repatriate You directly to Australia when You are deemed medically fit to travel by the local treating Doctor or by Chubb Assistance's medical officer.
- 7. We will repatriate or evacuate You to Australia by the quickest and most direct route as determined by the treating Doctor or as recommended by Chubb Assistance's medical officer. However, if You chose to be repatriated or evacuated without first discussing this with Chubb Assistance, You may be responsible for any costs to the extent that those Repatriation/Evacuation costs could otherwise have been reduced through preferred medical providers arranged by Chubb.
- 8. To understand the extent of Your Injury or Illness and what treatment or Repatriation/Evacuation, if any, is required, we may seek a second independent Doctor or Dentist to review and confirm what medical treatment, expenses or Repatriation/Evacuation is appropriate.

# **EXCLUSIONS – MEDICAL EMERGENCY EXPENSES COVER** (Please also refer to the General Exclusions applicable to All Sections within this Policy).

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

- 1. Your Pre-Existing Medical Condition(s);
- 2. any medical Treatment, hospital costs, dental Treatment, Repatriation/Evacuation costs or any other ancillary Treatment (i.e. physiotherapy) that is incurred in Australia;
- 3. Your failure to make any reasonable attempt to contact Chubb Assistance where You were reasonably able to do so;
- 4. Your participation in Excluded Sports and Activities;
- 5. participation in a sporting event that has an appearance fee, wage, salary or prize money which in total is equal to fifteen percent (15%) or more of Your annual income from all sources. Participation includes training for, coaching or otherwise competing in that sporting event;
- dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue;
- 7. dentures, crowns and orthodontics;
- 8. routine medical or dental treatment or prenatal visits;
- Treatment or prescription medication (including medication and ongoing immunisations) that started prior to Your International Return Trip;
- Treatment performed by Close Relatives, except in a life-threatening emergency;
- 11. You remaining overseas after Chubb Assistance confirms, based on medical evidence from the treating Doctor, that You are fit to travel and can return to Australia;
- 12. an International Return Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons, unless Chubb Assistance's medical officer agrees that such Treatment is necessary as a result of any covered accident;
- 13. You engaging in Manual Work;

14. any costs incurred in a destination where an Australian State,
Territory or the Australian Federal Government or an Australian
government agency (such as DFAT) have issued or upgraded a travel
advisory warning, advising You to 'Do Not Travel' or that borders are
closed, for the destination You planned to travel to and this occurred
prior to You starting Your International Return Trip. This exclusion
applies even if You have been granted a travel exemption by an
Australian State or Territory, the Australian Federal Government or
an Australian government agency (such as DFAT) to travel.

### **EXCESS - MEDICAL EMERGENCY EXPENSES COVER**

As noted in the Schedule of Benefits.

# Section (C) Personal Baggage, Valuables, Money And Travel Documents Cover

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

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

# COVER - PERSONAL BAGGAGE, VALUABLES, MONEY AND TRAVEL DOCUMENTS COVER

If during Your Trip, Your:

# **Accidental Damage**

1. Personal Baggage, Valuables or Travel Documents are accidentally damaged or destroyed; or

#### **Accidentally Lost**

Personal Baggage, Valuables, Money or Travel Documents are accidentally lost; or

## Stolen from Hold

Personal Baggage or Travel Documents are stolen when they have been checked in or stowed in the luggage hold of an airplane, ship, bus or train, where You had no access to that Personal Baggage until the end of the transport; or

# **Stolen from Designated Storage Area**

4. Personal Baggage, Valuables, Money or Travel Documents are stolen when they have been stowed in a specially designated area (such as overhead compartment, luggage rack or hotel storage room) on an airplane, ship, bus or train transport or with an accommodation provider; or

# **Stolen from Locked Accommodation**

Personal Baggage, Valuables, Money or Travel Documents are stolen from Your locked accommodation (excluding motor vehicle accommodation) where the accommodation was reasonably able to be locked; or

# **Stolen from Motor Vehicle**

- Personal Baggage (excluding Valuables or Money) or Travel Documents left Unattended are stolen from a motor vehicle, where:
  - a. items were locked out of sight in a Secure Area; and

- b. Forcible Entry has been used by an unauthorised person to gain entry to the vehicle; and
- c. evidence of such Forcible Entry is available; or

#### Stolen from You

- 7. Personal Baggage, Valuables, Money or Travel Documents which are:
  - a. carried by You; or
- b. under Your observation and within 3 metres of You, are stolen.

We will, after We deduct the Excess from Your claim, do one of the following:

- pay You the reasonable costs for the item to be repaired if it is practical and economic for the item to be repaired;
- if it is not practical and economic to repair the item, We will pay You to replace the item with the same or nearest type if the item is available (i.e. make and model);
- if the item cannot be repaired or replaced by You, We will pay You the lesser of:
  - i. the depreciated (which includes wear and tear) value of the item; or
  - ii. the current replacement cost of the item:

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

# TERMS AND CONDITIONS – PERSONAL BAGGAGE, VALUABLES, MONEY AND TRAVEL DOCUMENTS COVER

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

- Any payment will be based on the item's depreciated value, repair cost (to the condition before the loss) or current replacement cost, as outlined directly above.
- You must take all reasonable precautions for the safety and supervision of Your Personal Baggage, Valuables, Money and Travel Documents.
- 3. Any claims to a Pair or Set, if You agree to surrender the undamaged item(s) of the Pair or Set to Us and We agree to accept them, We will pay You the current replacement cost of the entire Pair or Set. If You do not agree to surrender the undamaged items, 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 must send to Us any damaged or undamaged items and pay for postage.
- 5. Theft of Personal Baggage (excluding Valuables or Money) or Travel Documents left Unattended in a motor vehicle is subject to the following:
  - a. items must be locked out of sight in a Secure Area, and
  - b. Forcible Entry must have been used by an unauthorised person to gain entry to the vehicle, and
  - c. evidence of such entry is available.
- 6. To support all claims, You must supply a copy of the item's purchase receipt or invoice, or an alternative written or printed proof of the purchase price or value.

- 7. You must report loss, theft or criminal damage to the: a. local police; or
- b. appropriate issuing authority (in the case of Travel Documents), and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to report the loss, theft or criminal damage including details of the time and place You made the report, and the name and contact details of who You reported the loss, theft or criminal damage to (to the extent such details are within Your power to provide).
- 8. Claims for damaged items in transit must be reported to the carrier, tour, transport or accommodation provider and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to obtain a report, such as emails, call logs or other reasonable evidence to the travel or accommodation provider.
- Benefits will not be payable under more than one section or benefit
  of this Policy as a result of one Event. We will, however, pay the
  benefit type with the highest benefit amount.

# DEPRECIATION – PERSONAL BAGGAGE, VALUABLES, MONEY AND TRAVEL DOCUMENTS COVER

We will apply depreciation (wear and tear) to determine the value of Your Personal Baggage and Valuables as specified in the table below.

Depreciation considers an item's age, damage or change that is caused to an item when it is used normally. Depreciation will be calculated from the date of purchase of the item until the date of claimable Event, based on the original purchase price.

For example: If You purchased a Smartphone for \$1,000, went on a Trip and the phone was stolen, We will calculate the number of months between the date You purchased Your phone and the claimable Event date. Suppose the number of months is 6, We will calculate the depreciation as follows:

- (-Excess) + purchase price deprecation = amount payable
- Number of months = 6
- 6 multiplied by depreciation for Smartphone of 2.5% = 15%
- Depreciation: \$1,000 multiplied by 15% = \$150
- Amount payable for Your stolen Smartphone: (-250) + \$1,000 \$150 = \$600

# **Depreciation Table**

Items	Deduction for each month of age of the item at the time of Event	Maximum Application Depreciation
Electronic equipment	2.5%	65%
Camera (including accessories)	2.5%	65%
Sunglasses	1.5%	65%
Smartphone	2.5%	65%
Laptop	2.5%	65%
Jewellery	0%	0%
Sports equipment	2.0%	65%
Cosmetics	2.5%	65%
Clothing	1.9%	65%
Other personal items	1.5%	65%

# EXCLUSIONS - PERSONAL BAGGAGE, VALUABLES, MONEY AND TRAVEL DOCUMENTS COVER

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

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

- 1. any items loaned, hired or entrusted to You;
- 2. loss, theft, criminal damage where there is insufficient evidence that You have taken reasonable steps to report the incident to the local police or appropriate issuing authority (in the case of Travel Documents). Such evidence includes details of the time and place You made the report, and the name and contact details of who You reported the loss, theft or criminal damage to (to the extent such details are within Your power to provide);
- 3. damaged items in transit where a written report from the carrier, tour, transport or accommodation provider is not provided and where You are unable to evidence that You have taken reasonable steps to obtain a written report from the carrier, tour, transport or accommodation provider. Such evidence includes emails and call logs to the carrier, tour, transport or accommodation provider or other reasonable evidence;
- 4. electrical or mechanical breakdown of items:
- 5. items left Unattended in a Public Place (unless You have no option other than to leave the items Unattended due to an emergency medical, security or evacuation situation);
- Valuables or Money left Unattended in a motor vehicle (unless You have no option other than to leave the items Unattended due to an emergency medical, security or evacuation situation);
- 7. Personal Baggage or Travel Documents left Unattended and which are stolen from a motor vehicle if the items have not been locked in the Secure Area (unless You have no option other than to leave the Personal Baggage or Travel Documents Unattended due to an emergency medical, security or evacuation situation);
- 8. Valuables or Money within Your Personal Baggage checked in or stowed in the luggage hold of an airplane, ship, bus or train;
- atmospheric or climatic conditions, wear and tear (damage that naturally and inevitably occurs as a result of normal wear or ageing), vermin, insects, rodents or any process of cleaning, repairing, restoring or alteration:
- any business goods or specialised equipment relating to a trade or profession:
- 11. the confiscation or destruction by order of any government or public authority;
- 12. any items sent under the provisions of any freight contract, postal, courier or similar service:
- 13. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel or motor vehicle:
- 14. any drones, sporting equipment, bicycles, surfboards or waterborne craft (including their ancillary equipment) of any description whilst in use:

- 15. any motor vehicle, motor vehicle accessories or parts, motorised or propelled vehicles such as scooters, electric bicycles or golf buggies;
- 16. shortages, errors, omissions, depreciation in value in respect of Money and Travel Documents;
- 17. any bonds, coupons, gift cards, stamps, vouchers, warranties, preloaded or rechargeable cards including but not limited to phone, debit or stored value cards;
- loss of Money or Valuables from Your accommodation unless evidence is available of unauthorised entry to Your accommodation; for example: evidence of Forcible Entry, key entry recording or CCTV footage;
- 19. any of the following: animals or plant life, antiques and historical artefacts, securities, or documents of any kind other than those within the definition of Money and Travel Documents, china, consumable or perishable items, contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, pictures, photos;
- 20. lost or stolen cryptocurrency.

# EXCESS - PERSONAL BAGGAGE, VALUABLES, MONEY AND TRAVEL DOCUMENTS COVER

As noted in the Schedule of Benefits.

# Section (D) Personal Liability Cover

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

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

# **COVER - PERSONAL LIABILITY COVER**

# 1. Personal Liability Cover

If during Your Trip,  $\dot{\text{You}}$  become unintentionally legally liable to pay compensation to someone (other than a member of Your family or a Close Relative) as a result of:

- 1. an injury or death to that person; or
- 2. accidental physical damage or loss to someone else's tangible property

We will pay or reimburse costs up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits for:

- a. Your legal costs:
- b. damages that are recoverable from You;
- c. costs that are incurred with Our consent (which will not be unreasonably withheld or delayed);
- d. costs for legal representation at any coroner's inquest or fatal accident inquiry or in a court of summary jurisdiction.

# TERMS AND CONDITIONS – PERSONAL LIABLITY COVER (Please also refer to the General Conditions Applicable to all Sections within this Policy).

- 1. You must not admit liability, negotiate, make any promise, payment or settlement without Our prior written consent (which will not be unreasonably withheld, delayed or conditioned).
- 2. You must as soon as reasonably possible once You receive them, send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that relates to, or may give rise to, liability.

- 3. We may at any time make full and final settlement of any claim at Our cost up to the maximum limit as shown in the Schedule of Benefits pursuant of this Personal Liability Cover. If We do so, 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.
- 4. We may make any investigation We deem necessary.

# EXCLUSIONS – PERSONAL LIABILITY COVER (Please also refer to the General Exclusions applicable to all Sections within this Policy).

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

- 1. You intentionally incurring any liability;
- 2. injury to any person who is a member of Your family, a Close Relative or under a contract of service or apprenticeship with You;
- 3. 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, a Close Relative, 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;
- 4. liability You incur under a contract or agreement which You would not have in the absence of such contract or agreement;
- any unlawful, wilful or malicious act by You and including any assault and/or battery committed by You;
- 6. aggravated, exemplary or punitive damages or the payment of any fine or penalty:
- Iiability arising out of the transmission of a sexually transmittable disease or passing on an illness, virus or disease to anotherperson;
- 8. liability arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - a. mechanically propelled vehicles, aircraft (including drones), hovercraft or watercraft (other than non-mechanically propelled watercraft less than 10 metres in length):
  - b. firearms; or
  - c. animals (other than horses and domestic pets);
- 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;
- 10. liability arising directly or indirectly from Excluded Sports and Activities.

# **EXCESS - PERSONAL LIABILITY COVER**

As noted in the Schedule of Benefits.

# Section (E) Card Purchase Cover

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

#### COVER - CARD PURCHASE COVER

## 1. Theft Or Damage Of an Eligible Item

If Your Eligible Item is stolen or damaged within 90 days of purchase, We will:

- pay You the reasonable costs for the Eligible Item to be repaired if it is practical and economic for the Eligible Item to be repaired;
- If it is not practical and economic for You to have the Eligible Item repaired, We will reimburse You with the replacement amount not exceeding the original purchase price of the Eligible Item;

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

# TERMS AND CONDITIONS – CARD PURCHASE COVER (Please also refer to the General Conditions Applicable to all Sections within this Policy).

- If an Eligible Item has been partially paid for with either Your American Express Card Account or by using Your corresponding Membership Rewards Points, then We will only pay such percentage of the purchase price that was paid with Your American Express Card Account or Your corresponding Rewards Points.
- 2. Any claims to a Pair or Set, if You agree to surrender the undamaged item(s) of the Pair or Set to Us and We agree to accept them, We will pay You the current replacement cost of the entire Pair or Set. If You do not agree to surrender the undamaged items, 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.
- 3. An Eligible Item which is left Unattended in a Public Place and which is not subsequently recovered will not constitute theft unless You have no option other than to leave the Eligible Item Unattended due to an emergency medical, security or evacuation situation.
- 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. You must provide Us with copies of invoices and/or receipts relating to the Eligible Item purchase. Upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing shipping.
- 6. Claims for theft or criminal damage must be reported to the local police and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to report the theft or criminal damage including details of the time and place You made the report, and the name and contact details of who You reported the theft or criminal damage to (to the extent such details are within Your power to provide).

# EXCLUSIONS – CARD PURCHASE COVER

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

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

- 1. damage to an Eligible Item wilfully damaged by You;
- 2. claims for theft or criminal damage where there is insufficient evidence that You have taken reasonable steps to report the incident to the local police. Such evidence includes details of the time and place You made the report, and the name and contact details of who You reported the theft or criminal damage to (to the extent such details are within Your power to provide);

- an Eligible Item which is left Unattended in a Public Place unless You
  have no option other than to leave the Eligible Item Unattended due
  to an emergency medical, security or evacuation situation;
- 4. normal wear and tear (damage that naturally and inevitably occurs as a result of normal wear or ageing) to Eligible Items:
- 5. damage to an Eligible Item caused by product defects;
- 6. theft of or damage to an Eligible Item left Unattended in a motor vehicle, except when:
  - i. the Eligible Item is locked out of sight in a Secure Area and Forcible Entry has been used by an unauthorised person to gain entry to the vehicle, and evidence of such Forcible Entry is available; or
  - ii. You have no option other than to leave the Eligible Item
    Unattended due to an emergency medical, security or evacuation
    situation.
- 7. 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;
- 8. theft of or damage to:
  - a. animal or plant life, perishable goods (including but not limited to food, drugs, fuel or oil);
  - b. software, operating systems or firmware;
  - c. cash, its equivalents, traveller's cheques, tickets or negotiable instruments:
  - d. a boat, automobiles, motorboats, airplanes or any other motorised vehicles and their integral parts and installed accessories;
  - e. second-hand items, including antiques.

# **EXCESS - CARD PURCHASE COVER**

As noted in the Schedule of Benefits.

# **Section (F) Card Refund Cover**

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

# **COVER - CARD REFUND COVER**

## 1. Card Refund Cover For an unused Eligible Item

If You purchase an Eligible Item from a retailer operating in Australia and with an Australian address, and within 90 days from the date You purchased the Eligible Item You try to return it, and the retailer will not take it back, provided the Eligible Item is unused, You can return it to Us and We will reimburse You with the replacement amount not exceeding the original purchase price of the Eligible Item.

However, We will only pay up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

# TERMS AND CONDITIONS – CARD REFUND COVER (Please also refer to the General Conditions Applicable to all Sections within this Policy).

 You must provide to Us copies of invoices and/or receipts relating to the Eligible Item. Upon request, You must also provide Us with the unused Eligible Item.

## **EXCLUSIONS - CARD REFUND COVER**

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

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

- 1. an Eligible Item that is faulty;
- 2. an Eligible Item with a purchase price of \$50 or less;
- 3. an Eligible Item purchased from the retailer where the retailer has an established return policy which provides the same or a better benefit than this benefit;
- 4. items purchased from a retailer outside of Australia;
- 5. an Eligible Item that can be returned to the retailer in accordance with rights provided by existing legislation;
- 6. jewellery; precious stones; rare and precious coins or stamps, one-of-a-kind items including antiques, artwork and furs, cash or its equivalents, traveller's cheques, tickets, PDAs, Smartphones and accessories, recorded media (including but not limited to CDs, DVDs, computer software, video and audio tapes); books; animal and plant life; consumable and perishable goods (i.e. food items); healthcare items; used or rebuilt and refurbished items; sale or discounted items; motorised vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

# **EXCESS - CARD REFUND COVER**

As noted in the Schedules of benefits.

# Section (G) Buyer's Advantage Cover

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

# SPECIFIC DEFINITIONS - BUYER'S ADVANTAGE COVER

**Original Warranty** means a manufacturer's written warranty that does not exceed 5 years and is applicable within Australia to the Eligible Item.

#### **COVER - BUYER'S ADVANTAGE COVER**

You will receive cover for the breakdown or defect of an Eligible Item purchased, 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).

Buyer's advantage commences on expiry of the original manufacturer's warranty.

Where the Original Warranty period is:	The Buyer's Advantage Period is:
1 month	1 month commencing at the end of the Original Warranty Period (i.e. a combined warranty period of 2 months)
6 month	6 months commencing at the end of the Original Warranty Period (i.e. a combined warranty period of 12 months)
1-5 years	1 Year commencing at the end of the Original Warranty Period (i.e. a combined warranty period of 2-6 years)
5+ years	No Cover

We will, after We first deduct the applicable Excess from Your claim, do one of the following:

- Pay You the reasonable costs to repair or rebuild the Eligible Item if it is practical and economic for the item to be repaired;
- if it is not practical and economic for You to have the Eligible Item repaired or rebuilt, We will pay You the lesser of the original purchase price or the replacement cost of the Eligible Item;

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

# TERMS AND CONDITIONS – BUYER'S ADVANTAGE COVER (Please also refer to the General Conditions Applicable to all Sections within this Policy).

- You will need to provide a copy of the Original Warranty, the sales receipt and account statement showing the purchases as You need these in order to make a claim.
- 2. Claims to a Pair or Set, if You agree to surrender the undamaged item(s) of the Pair or Set to Us and We agree to accept them, We will pay You the current replacement cost of the entire Pair or Set. If You do not agree to surrender the undamaged items, 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.

# EXCLUSIONS – BUYER'S ADVANTAGE COVER (Please also refer to the General Exclusions applicable to all Sections within this Policy).

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

- any loss or damage caused by a failure to take reasonable care to protect and maintain an Eligible Item against loss or damage or mitigate any loss or damage to the property;
- 2. any obligations, costs or losses beyond those set out in the Original Warranty;
- 3. 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 the product other than for parts or labour costs resulting from a covered breakdown or

# defect;

- 4. any costs for:
  - a. an Eligible Item purchased in a business name or business owned or business related;
  - b. a boat, automobiles, motorboats, airplanes or any other motorised vehicles and their integral parts and installed accessories;
  - c. second-hand items, including antiques;
  - d. real estate or immovable fixtures or fittings (including but not limited to integrated stove tops, integrated ovens and fixed air conditioners) which are, or are intended to form part of any residential home.

# **Excess Applicable To Buyer's Advantage Cover**

As noted in the Schedule of Benefits.

# General Exclusions Applicable To Sections A-G above

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

# **Common Exclusions**

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

- 1. any person who is not a Resident of Australia;
- 2. any costs with respect to Cuba;
- direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination;
- 4. Insolvency of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider:
- 5. any loss of enjoyment or any financial loss not specifically covered under this Policy;

6. any loss which is recoverable from any other source including another insurance policy covering the same Event or through compensation under any other workers compensation act, transport accident laws or any other applicable similar legislation or by Government sponsored fund, plan, medical benefit scheme required to be effected by or under a law;

### Medical and Health Exclusions

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

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

# **Trip Exclusions**

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

- 11. circumstances when after You made Your Qualifying Travel Purchase, You start a Trip against the following advice:
  - i. for an International Return Trip: when an Australian State or Territory or the Australian Federal Government or an Australian government agency (such as DFAT) have issued a travel advisory warning, advising You to 'Do Not Travel' or that borders are closed, for the destination You planned to travel to. Please refer to who. int, smartraveller.gov.au, dfat.gov.au or other government sites for further information. This exclusion applies even if You have been granted a travel exemption by an Australian State or Territory, the Australian Federal Government or an Australian government agency (such as DFAT) to travel:
  - ii. for a Domestic Return Trip: when an Australian State, Territory, the Australian Federal Government or an Australian government agency (such as DFAT) have issued an official written government statement advising You not to travel to Your destination, or that borders are closed for the destination You had planned to travel to; or
  - iii. when a Doctor has deemed You unfit to travel:
- 12. Trips that do not start and end in Australia;
- 13. any One-Way Trip where You are unable to provide reasonable evidence of Your intention to return to Your Home or Your Work. Such evidence may include providing copies of a return ticket, itinerary or schedule, return transfer or accommodation bookings, confirmation of return to Work dates;
- 14. Trips you take if You are 80 years of age or older when You made Your Qualifying Travel Purchase;

15. a Domestic Return Trip that is less than 150 kilometre radius from Your Home:

#### **Conduct Exclusions**

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

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

# **Activity Exclusions**

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

- 20. Your participation, involvement or taking part in Excluded Sports and Activities while on a Trip;
- 21. any costs where You are participating in a sporting event with an appearance fee, wage, salary or prize money which in total is an amount equal to 15% of Your annual income from all sources. Participation includes training for, coaching or otherwise competing in that sporting event:
- 22. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
- 23. service in armed forces (military, naval or air service) of any country except Australia where cover applies for Cancellation, Curtailment or Trip Change under Section A Trip Cancellation and Amendment Cover (specified Event number 4):
- 24. participation in any military or emergency services such as police or fire-fighting;
- 25. activities undertaken as an operator or crew member of any form of transport;
- 26. flying in military aircraft or any aircraft which requires special permits or waivers:
- 27. You are riding a motorcycle:
  - a) without wearing a helmet (either as a driver or passenger);
  - b) as the driver without being licensed in both Australia and the country of travel to drive such a motorcycle; or
  - c) whilst racing or participating in a professional capacity or motocross;

#### World Event Exclusions

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

- 28. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the injury occurs will not be deemed an act of war;
- 29. an act of Terrorism except when such Event occurs under the cover in Section B Medical Emergency Expenses Cover of this Policy;

# **Pregnancy and Childbirth Exclusions**

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

- 30. childbirth or any newborn child, meaning a newborn (whether premature or otherwise) is not considered a Covered Person under this Policy if the child was born on the Trip;
- 31. pregnancy in the following circumstances:
- a) any past medical condition(s) relating to a previous pregnancy or if You have experienced pregnancy complications prior to You making Your Qualifying Travel Purchase;
- b) for any costs under Section B Medical Emergency Expenses Cover or Section A – Trip Cancellation and Amendment Cover within 8 weeks of Your estimated date of delivery:
- c) for any costs under Section B Medical Emergency Expenses Cover arising from or relating to an abortion, unless an abortion is medically necessary to protect the health and safety of the mother following an Injury or Illness, as determined by a treating Doctor;
- d) for any costs under Section B Medical Emergency Expenses Cover arising from fertility treatment or treatment associated with an assisted reproduction program including but not limited to, in vitro fertilisation (IVF).

# **General Conditions Applicable To All Sections**

- 1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must reasonably assist Us to do so.
- 2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
- No amount payable under this cover will carry interest unless payment has been unreasonably delayed following Our receipt of all the required information, documents or other evidence necessary to support the claim.
- You must take all reasonable measures to avoid or minimise any claim.

# **How To Make A Claim**

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

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

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

### What will I need to submit a claim online?

When making a claim You will need to provide:

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

# What should I do before I submit a claim?

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

# When should I notify Chubb of my claim?

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

## Will I need to undertake a medical examination?

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

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

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

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

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

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

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

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

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

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

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

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

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

These expenses are payable by You.

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

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

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

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

You must provide reasonable assistance to Us in this regard.

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

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

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

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

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

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

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

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

# **General Information About This Policy**

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

### **Group Policy with Chubb**

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

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

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

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

### Section 48 of the Insurance Contracts Act

Access to this insurance is provided to You solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). You are not a contracting insured (i.e. You cannot vary or cancel the cover – only American Express can do this) and You do not enter into any agreement with Us. American Express is not the insurer, does not guarantee or hold this right on trust for You and does not act as Chubb's agent (that is, on behalf of Chubb). Neither American Express nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001 (Cth)) of Chubb or any of its related companies.

### No Advice

American Express is not authorised to provide any advice, recommendations or opinions about this insurance on behalf of Chubb. No advice is provided by Chubb on whether this insurance is appropriate for Your needs, financial situation or objectives. You should read these terms and conditions carefully and contact Chubb if assistance is required.

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

# **Updating this Policy**

Information in this Policy may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at <a href="www.americanexpress.com/au/insurance-wist-your-card/">www.americanexpress.com/au/insurance-wist-your-card/</a>. Chubb will issue a new document or a supplementary document to American Express to advise of a change to the existing terms and conditions or to make any necessary corrections.

#### Other Insurance

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

# **Privacy Statement**

In this Statement "We", "Our" and "Us" means Chubb Insurance Australia Limited ( ${\bf Chubb}$ ).

"American Express" means American Express Australia Limited, its subsidiaries and affiliates.

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

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. It also tells you about how we exchange Personal Information with American Express. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to <a href="Our website">Our website</a> https://www.chubb.com/au-en/footer/privacy.html.

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

# Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

#### How We obtain Your Personal Information

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

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

# When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- · government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

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

# **Exchanging Personal Information with American Express**

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

# Your decision to provide Your Personal Information

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

### Access to and correction of Your Personal Information

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

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

To request access to, update or correct Your Personal Information held by Chubb, please complete this <u>Personal Information request form</u> and return to:

Email: <u>CustomerService.AUNZ@chubb.com</u> Address: GPO Box 4907 Sydney NSW 2001

# How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our <u>Privacy Policy</u> at <a href="https://www.chubb.com/au-en/footer/privacy.html">https://www.chubb.com/au-en/footer/privacy.html</a> for more details, or contact:

# **Privacy Officer**

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

# **Complaints And Dispute Resolution Process**

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

Complaints and Customer Resolution Service

# **Contact Details**

If You are dissatisfied with any aspect of Your relationship with Chubb

including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service Chubb Insurance Australia Limited GPO Box 4065 Sydney NSW 2001

P+61293353200

F+61293353411

# E complaints.AU@chubb.com

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

#### **Process**

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

#### Our response

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

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

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

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

# **External Dispute Resolution**

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

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

You may contact AFCA at any time at:

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

P 1800 931 678 (free call)

F+61396136399

E <u>info@afca.org.au</u>
W www.afca.org.au

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

# **Financial Claims Scheme**

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

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

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

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

# **General Insurance Code Of Practice**

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at <a href="https://insurancecouncil.com.au/cop/">https://insurancecouncil.com.au/cop/</a> and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a <a href="Customers Experiencing Vulnerability & Family Violence Policy">Customers Experiencing Vulnerability & Family Violence Policy</a> (Part 9) and a <a href="Financial Hardship Policy">Financial Hardship Policy</a> (Part 10). <a href="https://www.chubb.com/au-en/customer-service/support-for-customers-in-need.html">https://www.chubb.com/au-en/customer-service/support-for-customers-in-need.html</a>. The Code is monitored and enforced by the Code Governance Committee.

# **Sanctions**

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

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



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