American Express Velocity Escape Credit Card Insurances Terms and Conditions

Effective from 23 December 2016

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AMERICAN EXPRESS VELOCITY ESCAPE CREDIT CARD INSURANCES TERMS AND CONDITIONS

AMERICAN EXPRESS VELOCITY ESCAPE CREDIT CARD INSURANCES

POLICY NUMBER: 09NACVESPP

COVER IS EFFECTIVE FROM 23 DECEMBER 2016

This booklet contains important information about Your American Express Velocity Escape Credit Card complimentary insurance and should be read carefully and stored in a safe place.

Please familiarise Yourself with its contents and refer to it in the event of a claim situation. We want to ensure You are clear about what Your American Express Velocity Escape Credit Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call the number below and our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars.

ACTIVATION OF PURCHASE PROTECTION COVER:
Cover is effective when You purchase Eligible Items on the American Express Velocity Escape Credit Card in Australia.
ACTIVATION OF REFUND PROTECTION COVER:
Cover is effective when You purchase Eligible Items on the American Express Velocity Escape Credit Card in Australia.

For claims and general enquiries about these Terms and Conditions, please contact Chubb:	
Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) **(Chubb)**.	
Address:	Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000 Australia
Postal Address:	GPO Box 4065, SYDNEY NSW 2001
Telephone:	1800 236 023
Overseas Telephone:	+61 2 9335 3492
Facsimile:	+61 2 9335 3467
Email:	Card Memberservices.ANZ@chubb.com

TERMS AND CONDITIONS

Important information about this cover

These Terms and Conditions set out important information about Purchase Protection and Refund Protection for American Express Velocity Escape Credit Card Members.

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

American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) (AEII) holds a Master Policy (Chubb reference number 09NACPRCPP), the "Master Policy", with Chubb.

Under the Master Policy, You get automatic access to the benefits detailed in these Terms and Conditions (subject to the relevant terms and conditions specified) provided by Chubb as the insurer. You are not charged by Chubb for these benefits and can access the benefits if You are an American Express Velocity Escape Credit Card Member.

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 (e.g. You cannot vary or cancel the cover – only AEII can do this) and You do not enter into any agreement with Us. AEII 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 AEII nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001 (Cth)) of Chubb or any of its related companies.

AEII is not authorised to provide any advice, recommendations or opinions about this insurance to Card Members on behalf of Chubb.

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

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

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

These Terms and Conditions were prepared on 1 April 2014.

Updating these Terms and Conditions

Information in this document may be updated where necessary. A copy of any updated information is available to You by calling AEII on 1800 247 187. Chubb will issue a new document or a supplementary document to AEII, to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

Benefits and Scope of Cover

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms and conditions which apply. By way of summary only, You are, from the time You become an American Express Velocity Escape Credit Card Member until the time access to the benefit terminates (see below), entitled to the following cover:

Section	Benefit	Summary	Page
A	Purchase Protection Cover	**Cover for:** loss, theft or damage to an Eligible Item within 90 days of purchase **Excess: $50 per claim**	6
B	Refund Protection Cover	**Cover for:** the Purchase Price of an unused Eligible Item if You try to return it to the Retailer within 90 days of the purchase and the Retailer will not take it back	7

This is a summary only. Please refer to each benefit section of the document for a complete list of benefit limits and applicable terms and conditions.

Termination

Cover will terminate at the earlier of the following:

- cancellation of Your American Express Velocity Escape Credit Card account; or
- termination of the Master Policy.

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

This document replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Master Policy provided prior to the preparation date recorded on the front page of this document.

DEFINITIONS

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

Chubb means Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) of 28 O'Connell Street, SYDNEY NSW 2000, the insurer of the Master Policy held by AEII.

AEII means American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) of 12 Shelley Street Sydney NSW 2000, the Master Policy holder.

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

American Express Velocity Escape Credit Card Member means the basic holder of the American Express Velocity Escape Credit Card, including the holder of any supplementary American Express Velocity Escape Credit Cards, issued by American Express Australia Limited (ABN 92 108 952 085 AFSL Number 291313), billed from Australia and in Australian dollars.

Eligible Item means an item:

(i) that is purchased solely for personal use; and

(ii) that is new and has not been used; and

(iii) the cost of which has been charged to Your American Express Velocity Escape Credit Card.

Pair or Set means a number of Eligible Items used together, associated as being similar or complementary.

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

Purchase Price means the amount shown on Your American Express Velocity Escape Credit Card statement of account.

Retailer means a business operating in Australia with premises at an Australian address, from where the Eligible Item was purchased.

Spouse means an American Express Velocity Escape Credit Card Member's husband, wife, fiancé(e) or a de facto and/or life partner with whom the American Express Velocity Escape Credit Card Member has continuously cohabited for a period of six (6) months or more.

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

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

You/Your means any person provided they are an American Express Velocity Escape Credit Card Member.

BENEFITS

SECTION (A) PURCHASE PROTECTION COVER

Cover

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

1. Loss, theft or damage of Eligible Items

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

We will pay up to:

(a) $10,000 in any one (1) three hundred and sixty-five (365) day period;

(b) $2,500 per event;

Terms and Conditions applicable to Purchase Protection Cover

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

Exclusions under Purchase Protection Cover

Cover does not extend to:

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

Excess applicable to Purchase Protection Cover

$50 per claim.

SECTION (B) REFUND PROTECTION COVER

Cover

Cover is provided under this section for the following benefits below, subject to the other terms, conditions and limitations set out in this document.

1. Refund protection of unused Eligible Items

If, within ninety (90) days of the date of purchase, You try to return an unused Eligible Item to the Retailer and the Retailer will not take it back, You can return it to Us and We will reimburse You with an amount not exceeding the original Purchase Price.

We will pay:

(a) up to $500 for one Eligible Item; and

(b) no more than $2,000 in any three hundred and sixty-five (365) day period.

Terms and Conditions applicable to Refund Protection Cover

1. In the event of a claim You must provide to Us copies of invoices and/or receipts relating to the Eligible Item verifying the Eligible Items were charged to Your American Express Velocity Escape Credit Card account. Upon request, You must also provide Us with the unused Eligible Item or receipt as proof of mailing/shipping.

Exclusions under Refund Protection Cover

Cover does not extend to :

1. Eligible Items that are faulty.
2. Eligible Items with a Purchase Price of $50 or less.
3. Eligible Items purchased from the Retailer where the Retailer has an established return policy which is the same or better than this benefit.
4. Eligible Items that can be returned to the Retailer in accordance with the rights provided by existing legislation.
5. jewellery; precious stones; rare and precious coins or stamps; one of a kind items including antiques, artwork and furs, cash or its equivalents, travellers' cheques, tickets or negotiable instruments; services, including services ancillary to Eligible Items; PDAs, Blackberry/mobile phones and their accessories, recorded media (including but not limited to CDs, DVDs, computer software, video and audio tapes); books; animals and living plants; consumable and perishable goods; healthcare items; used or rebuilt and refurbished items; closing down sale items; motorised vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

Excess applicable to Refund Protection Cover

Nil

GENERAL TERMS AND CONDITIONS APPLICABLE

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.
2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. To the extent permitted by law, We will only provide cover to You in excess of loss, damage of liability that is covered by any of the following types of insurance entered by You, either before or after You have access under this cover:
   - insurance that you are required to effect under Australian laws;
   - travel insurance;
   - life insurance;
   - consumer credit insurance;
   - credit card insurance;
   - private health insurance;
   - home and contents insurance;
   - business insurance;
   - public liability insurance;
   - income protection insurance;
   - third party property motor vehicle insurance; or
   - comprehensive motor vehicle insurance; and
   - insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

HOW TO MAKE A CLAIM

MAKING A CLAIM UNDER AMERICAN EXPRESS VELOCITY ESCAPE CREDIT CARD INSURANCES

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

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

Claiming under the American Express Velocity Escape Credit Card Insurances

1. To make a claim, please submit a written notice of a claim to The Claims Department, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, or by facsimile on +61 2 9335 3467, within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
2. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
5. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
6. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

COMPLAINTS AND DISPUTE RESOLUTION

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1800 815 675 or email Complaints.AU@chubb.com. To assist Chubb with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. Chubb's complaints and dispute procedures are as follows:

Stage 1 – Complaint Handling Procedure

If You are dissatisfied with any of Chubb's products or services and You wish to lodge a complaint, please contact Us at:

The Complaints Officer
Chubb Insurance Australia Limited

Postal address:	GPO Box 4907 Sydney NSW 2001
Telephone:	1800 815 675
Facsimile:	(+61 2) 9335 3467
Email:	Complaints.AU@chubb.com

We will respond to Your complaint within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be treated as a dispute and referred to Chubb's dispute resolution team at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited

Postal address:	GPO Box 4907 Sydney NSW 2001
Telephone:	(+61 2) 9335 3200
Facsimile:	(+61 2) 9335 3467
Email:	DisputeResolution.AU@chubb.com

We will respond to Your dispute within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 3 – External Dispute Resolution

If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may refer the matter to the Financial Ombudsman Service (FOS) for review. FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

Financial Ombudsman Service

Postal address:	GPO Box 3, Melbourne VIC 3001
Telephone:	1300780808
Facsimile:	(+613)96136399
E-mail:	info@fos.org.au
Web:	www.fos.org.au

PRIVACY

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies, (such as the regional head offices of Chubb located in Singapore, UK or USA) or third parties with whom we, or those other Chubb Group entities, have sub-contracted to provide a specific service for us and these may be outside of Australia. In particular, certain business process functions of Chubb are performed by a dedicated servicing unit located in the Philippines. Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1998 (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

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

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

GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at www.codeofpractice.com.au and on request.

FINANCIAL CLAIMS SCHEME AND COMPENSATION ARRANGEMENTS

We are an insurance company authorised under the Insurance Act 1973 (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 contains prudential standards and practices 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:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Master Policy. If We were to fail and were unable to meet Our obligations under the Master Policy, a person entitled to claim under insurance cover under the Master Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at http://www.apra.gov.au and the APRA hotline on 1300 55 88 49; and
- We are exempted by the Corporations Act 2001 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 that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

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All information correct at April 2014

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