

American Express® Credit Card
Insurance
Terms and Conditions

Effective from 21 April 2021



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TERMS AND CONDITIONS

This Policy is effective from 21 April 2021

American Express® Card Insurance Policy Number: 09NACLRCP

Terms and Conditions

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

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

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

The cover under this Policy has been designed to provide a level of cover that best represents a No Additional Cost insurance coverage and service offering. If you feel that this product does not meet Your specific needs and intended coverage, this product may not be right for You.

As an American Express Card Member, and provided that You meet the eligibility and activation criteria to be covered under the Policy, You are entitled to insurance coverage under this Policy when You have one of the following American Express cards:

- a. American Express Cashback™ Credit Card
- b. American Express® Platinum MoneyBack Credit Card

This Policy has been designed to offer three (3) insurance coverages. These include:

1. Purchase Protection Cover
2. Refund Protection Cover
3. Smartphone Screen Cover

Please familiarise Yourself with this Policy. We want to ensure You are clear about what it covers. If You are unclear about anything, please call 1800 236 023 and Our insurance team will be happy to assist You with any enquiries.

It's important to check Your Policy from time to time, to remind yourself of what is and isn't covered. This insurance isn't designed to cover carelessness or high-risk activities.

If You need to make a claim, keep detailed particulars and proof of any loss, including all police reports, sales receipts and charge card statements showing any purchases made.

The cover provided is subject to any endorsements and/or amendments to this Policy from time to time. A copy of any updated information is available to You at no cost by visiting the website at: americanexpress.com/au/insurance/insurance-with-your-card/ or calling the number on the back of Your American Express Card.

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

Please note that amounts quoted are in Australian dollars.

Exclusions within this Policy

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

- a. General Exclusions and General Conditions sections, which apply to all claims.
- b. The Special Exclusion (COVID-19) below, which applies to all claims.
- c. Each cover section includes information about what We cover, any terms and conditions that applies, and exclusions under the heading 'Exclusions under'.

To ensure You understand when We will pay for a claim, You should read each section carefully, including each benefit covered under 'Cover' and exclusions under 'Exclusions'.

Special Exclusion (COVID-19)

This Policy does not cover, and we will not (under any sections) pay for claims of any kind directly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and/or its outbreak.

To the extent that any term or condition in this Policy may be inconsistent with this exclusion, this exclusion shall prevail.

Termination

Cover will be terminated if either of the following happen:

- Your American Express Card is cancelled; or
- The Policy is cancelled.

Eligibility and Activation of cover under this Policy

This product is available to American Express Card Members for the above mentioned American Express Cards when You meet the eligibility criteria and activate cover. You need to use Your American Express Card in accordance with the Activation of Insurance table below. Not all cover sections have the same way to activate, so it is important You understand how the benefits under this Policy become available to You.

IMPORTANT: In order to have access to the insurance benefits under this Policy, You must first satisfy the eligibility and activation criteria as set out within this Policy.

See the activation of insurance table for details about when You are eligible for cover.

IMPORTANT INFORMATION ABOUT THIS COVER

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 practicable if we take any of these actions.

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 this Policy carefully and contact Chubb if assistance is required.

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 americanexpress.com/au/insurance/insurance-with-your-card or calling the number on the back of Your American Express Card. Chubb will issue a new document or a supplementary document to American Express to advise of a change to the existing Policy or to make any necessary corrections.

Other Insurance

The insurance cover described in this Policy is provided for Your benefit under the Group Policy entered into between Chubb and American Express. If You are entitled to receive a benefit or make a claim under another policy (for example a home and contents policy, an alternative mobile phone policy or the American Express Travel Insurance Policy and Product Disclosure Statement) in respect of the same loss as Your claim under this Policy, 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 shall only be excess insurance cover over and above the applicable policy.

ACTIVATION OF INSURANCE

Activation of insurance table

Cover Section	Eligibility Criteria	How is cover activated?	When are no benefits available under this Policy?
<p>Purchase Protection Cover (Section A), Refund Protection Cover (Section B):</p>	<p>To be eligible for the benefits under the cover section(s) of the Policy, the following eligibility criteria needs to be met:</p> <ol style="list-style-type: none"> 1. The American Express Card must be in force 	<p>The cover under this Policy is activated in the following ways:</p> <p>Cover is activated when You purchase an Eligible Item only when You pay using Your American Express Card.</p>	<p>There is no cover under this Policy if:</p> <ol style="list-style-type: none"> 1. You do not activate the cover; or 2. Your American Express Card has been cancelled or terminated <p>Please also refer to the Terms, Conditions and Exclusions within each cover section as well as the General Exclusions within this Policy.</p>

Smartphone Screen Cover (Section C):	1. The American Express Card must be in force	Cover is activated and effective for each Smartphone when You pay the cost of a: 1. Smartphone outright in one (1) single transaction, or 2. Smartphone Data Plan for three (3) consecutive months immediately prior to the front screen breakage; using Your American Express Card.	There is no cover under this Policy if: 1. You do not activate the cover; or 2. Your American Express Card has been cancelled or terminated Please also refer to the Terms, Conditions and Exclusions within the cover section as well as the General Exclusions within this Policy.
IMPORANT INFORMATION: American Express has the right to change or terminate the Group Policy and your insurance benefits under it. American Express will always notify you before making any change to the Group Policy that materially impacts your insurance benefits.			

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

Facsimile: +61 2 9335 3467

Email: CardmemberServices.ANZ@Chubb.com

SUMMARY OF BENEFITS AND SCOPE OF COVER

IMPORTANT

- The following tables summarises the cover, sum insured and exclusions and can be used as a quick reference tool.
- It is Your responsibility to read this Policy and understand the eligibility criteria, the cover provided, terms, conditions and exclusions.
- A detailed description of the cover, maximum benefit limits and sub-limits is set out in relevant sections within this Policy.
- The cover provided is subject to the terms, conditions and exclusions contained within this Policy.
- Exclusions to cover are set out under each section as well as under the General Exclusions section.

AUD: All amounts quoted are in Australian dollars (unless specified otherwise).

SECTION	COVER DESCRIPTION	BENEFIT LIMITS – PER COVERED PERSON	KEY EXCLUSIONS
Purchase Protection Cover			
A	<p>Purchase Protection Cover</p> <p>Provides cover for theft or damage to Eligible Items within ninety (90) days of purchase</p>	<p>Up to:</p> <ul style="list-style-type: none"> • \$20,000 in any one (1) three hundred and sixty-five (365) day period for all Events; • \$2,500 per Event <p>\$50 Excess for each and every claim</p>	<ul style="list-style-type: none"> • Eligible Items left Unattended in a Public Place • Eligible Items left Unattended in a motor vehicle except where they are locked in a Secure Area which has been accessed by Forcible Entry
Refund Protection Cover			
B	<p>Refund Protection Cover</p> <p>Provides cover for the purchase price of an unused Eligible Item if You try to return it to an Australian retailer within ninety (90) days of the purchase and the retailer will not take it back</p>	<p>Up to:</p> <ul style="list-style-type: none"> • \$500 per Eligible Item; and • no more than \$2,000 in total in any one (1) three hundred and sixty-five (365) day period 	<ul style="list-style-type: none"> • Eligible Items returned because they are faulty • A store credit has been received • Items purchased from a retailer outside Australia • Eligible Items with a purchase price of \$50 or less

Smartphone Screen Cover			
C	<p>Smartphone Screen Cover</p> <p>Provides cover for breakage to the front screen of Your Smartphone following accidental drop or impact</p>	<p>Up to \$500 reimbursement is restricted to two (2) eligible claims in any one (1) three hundred and sixty-five (365) day period</p> <p>Excess: 10% of the repair cost (Excess) applies to each and every claim, payable by the American Express Card Member</p>	<ul style="list-style-type: none"> • Any Smartphone not purchased or paid for with Your American Express Card • Any replacement of any other parts of the Smartphone, other than for the glass or plastic front screen • If You have stopped paying Your Smartphone Plan on Your American Express Card • Smartphone which is older than three (3) years of age at the time of the claim Event

DEFINITIONS

The following words when used with capital letters in this document have the meaning given 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 means an account issued by American Express Australia Limited, billed from Australia and in Australian dollars for the following cards:

- a. American Express Cashback™ Credit Card;
- b. American Express® Platinum MoneyBack Credit Card.

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

American Express Additional Card Member means a person who has been issued an additional American Express Card that is connected to the American Express Card Members primary account. Previously referred to as a supplementary card member.

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 (Chubb), the insurer of the Group Policy held by American Express.

Covered Person means:

1. the American Express Card Member; and
2. an American Express Additional Card Member.

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 at the time of purchase; and
3. the cost of which has been charged to Your American Express Card.

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 first amount payable for each claim where indicated.

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

Group Policy means the group policy of insurance held by American Express as detailed in the Important Information section of this Policy.

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 one (1) unit.

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

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

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 Data Plan means an ongoing month-to-month contract in Your name, for the provision of the Smartphone and/or data, calls or texts, which is used on a Smartphone owned by You. Smartphone Data Plan does not include: pre-paid, top up or add-on plans or purchases.

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.

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 one (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.

Unattended means when Your Eligible Items are:

- a. not worn or carried by You; or
- b. under Your observation within three (3) metres of You.

We/Our/Us means Chubb.

You/Your means a Covered Person.

BENEFITS

SECTION (A) PURCHASE PROTECTION COVER

This benefit is only available when You meet the eligibility criteria and have activated the cover (refer to Activation of Insurance table).

Cover

1. Theft or damage of Eligible Items

If You purchase an Eligible Item using Your American Express Card and Your Eligible Item is stolen or damaged within ninety (90) days of purchase, We will repair the Eligible Item or reimburse You with the replacement amount equal to the amount shown on Your American Express Card statement.

We will only pay You up to:

- a. \$20,000 in any one (1) three hundred and sixty-five (365) day period from the occurrence of the first claim Event;
- b. \$2,500 per Event.

Terms and Conditions applicable to Purchase Protection Cover

Please also refer to the General Terms and Conditions applicable to All Sections within this Policy.

1. If an Eligible Item has been partially paid for with Your American Express Card, then We will only pay such percentage of the purchase price that was paid with Your American Express Card.
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. Eligible Items which are left Unattended in a Public Place and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. 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 Card and, upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.
6. Claims for theft must be reported to the local police and a written report obtained. If it is not reasonably possible to obtain a written report, You must provide evidence of Your attempts to obtain a report such as emails or call logs to the local police. If you are unable to provide sufficient evidence, this may impact your claim.

Exclusions under Purchase Protection Cover

Please also refer to the General Terms and Conditions applicable to All Sections within this Policy

Cover does not extend to any costs of, or arising from:

1. Damage to Eligible Items wilfully damaged by You.
2. Claims for theft or criminal damage where a written report from local police is not provided and where the Covered Person is unable to provide evidence that they have taken reasonable steps to obtain a written report from the local police, such evidence includes emails and call logs to local police.
3. Eligible Items which are left Unattended in a Public Place.
4. Normal wear and tear to Eligible Items.
5. Damage to Eligible Items caused by product defects.
6. Theft of or damage to Eligible Items left Unattended in a motor vehicle, unless:
 - a. items are 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.
7. Theft of or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision.
8. Theft of or damage to:
 - a. animal or plant life, perishable goods (including but not limited to food, drugs, fuel or oil);
 - b. computer software;
 - c. to 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, including antiques;
 - f. real estate or movable fixtures or fittings (including but not limited to dish washers and fixed air conditioners) which are, or are intended to form part of any home or real estate.
9. In respect to a Pair or Set of items, if You choose not to surrender the undamaged item(s) that form part of the Pair or Set, We will only pay for the value of the item(s) which have been stolen or damaged.

Excess applicable to Purchase Protection Cover

\$50 per claim.

SECTION (B) REFUND PROTECTION COVER

This benefit is only available when You meet the eligibility criteria and have activated the cover (refer to Activation of Insurance table).

Cover

1. Refund protection of unused Eligible Items

If You purchase an Eligible Item charged on Your American Express Card from a retailer operating in Australia and with an Australian address, and within ninety (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 and in good working order, You can return it to Us and We will reimburse You with an amount equal to the amount shown on Your American Express Card statement.

However, We will only pay:

- a. up to \$500 per Eligible Item; and
- b. no more than \$2,000 in total in any one (1) three hundred and sixty-five (365) day period from the occurrence of the first claim Event.

Terms and Conditions applicable to Refund Protection Cover

You must provide to Us copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express Card. Upon request, You must also provide Us with the unused Eligible Item or if the eligible item has been returned, proof that the Eligible Item has been returned to the retailer. Such proof includes emails from the retailer confirming their receipt of the Eligible Item.

Exclusions under Refund Protection Cover

Please also refer to the General Terms and Conditions applicable to All Sections within this Policy

Cover does not extend to any costs of or arising from:

- 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 provides the same or a better benefit than this benefit.
- 4. Items purchased from a retailer outside of Australia.
- 5. Eligible Items 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, travellers' cheques, tickets, services, 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 applicable to Refund Protection Cover

Nil.

SECTION (C) SMARTPHONE SCREEN COVER

Cover

1. Smartphone Screen Cover

Where You use Your American Express Card to:

- a. purchase Your Smartphone outright; or
- b. pay for Your Smartphone Data Plan for three (3) consecutive months immediately prior to the front screen breakage,

You are eligible to receive reimbursement of the repair cost each time Your Smartphone suffers front screen breakage resulting from an accidental drop or impact, up to the value of \$500.

Terms and Conditions applicable to Smartphone Screen Cover

Reimbursement is restricted to two (2) eligible claims in any one (1) three hundred and sixty-five (365) day period from the occurrence of the first claim Event.

Exclusions under Smartphone Screen Cover

Please also refer to the General Terms and Conditions applicable to All Sections within this Policy

Cover does not extend to any costs of or arising from:

1. Replacement of any other parts of the Smartphone other than the glass or plastic front screen unless the manufacturer's authorised process determines a replacement by way of a like for like refurbished Smartphone of the exact model.
2. Smartphone screen breakage resulting from:
 - a. any process of cleaning, servicing, inspection, maintenance, adjustment or repair;
 - b. breach of the manufacturer's operating or guidance instructions;
 - c. wear and tear or gradual deterioration of the equipment, or any damage that cannot be attributed to a single incident;
 - d. corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen Damage;
 - e. any wilful act, misuse or negligent use of the equipment by You or anyone authorised by You to use the equipment;
 - f. any unlawful act committed or attempted by You or by anyone authorised by You to use the equipment; and
 - g. any competitive sports activity.

3. Smartphone screen breakage if You have not activated cover by paying Your Smartphone Plan for three (3) consecutive months immediately prior to the front screen breakage on Your American Express Card.
4. Smartphone which is older than three (3) years of age at the time of the claim Event.

Excess applicable to Smartphone Screen Cover

10% of the repair cost.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS A–C

GENERAL EXCLUSIONS

We will not cover losses, pay or reimburse any costs, under any sections of this Policy which are recoverable from any other source, or arising from:

1. You having made a claim under any policy or benefit for the same Event;
2. being under the influence of alcohol, where You have a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or at all other times having recorded a blood alcohol concentration (BAC) greater than 0.10%;
3. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
4. any costs with respect to Cuba or a person, entities, groups, corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
5. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war;
6. service in the military, naval or air service of any country;
7. participation in any military, police or fire-fighting activity;
8. flying in military aircraft or any aircraft which requires special permits or waivers;
9. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries;
10. 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;
11. an act of Terrorism.

General Conditions

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

HOW TO MAKE A CLAIM

Making a Claim under these Terms and Conditions

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

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

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 this Policy

1. Please follow the link americanexpress.com/australia/claims to notify Your claim to Us within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
2. If you cannot lodge a claim online, please contact Us on 1800 236 023 or +61 2 9335 3492 for a claim form.
3. Benefits will be payable upon receipt of written proof, as reasonably 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. If You are entitled to receive reimbursement, We will make payments within thirty (30) days from the date of receipt of all the required information.
7. When making a claim You must:
 - a. supply Your American Express Card number,
 - b. disclose to Us details of any other insurance cover which You may be entitled to claim,
 - c. provide proof of purchase for items being claimed.

Additional Information We Require:	
<p>Section A – Purchase Protection Cover and Section B – Refund Protection Cover</p> <p>Submit a claim with the following documents:</p> <ol style="list-style-type: none"> 1. A copy of Your American Express Card statement(s) showing the purchase of the Eligible Item; and 2. Receipt for the Eligible Item <p>Section A – Purchase Protection Cover</p> <p>If Your Eligible Item is stolen:</p> <ul style="list-style-type: none"> • Report to the relevant authority or evidence of why a report could not be obtained <p>If your Eligible Item is damaged:</p> <ul style="list-style-type: none"> • Repair quote/receipt or document to confirm if the Eligible Item is unrepairable; and • Photo of the damaged item <p>Section B – Refund Protection Cover</p> <p>Upon Our request, send the Eligible Item to Chubb.</p>	<p>Section C – Smartphone Screen Cover</p> <p>Submit a claim with the following documents:</p> <ol style="list-style-type: none"> 1. Receipt for the front screen repair showing the cost and damage location <p>For outright purchases of the phone:</p> <ul style="list-style-type: none"> • American Express Card statement(s) showing the outright purchase of Your Smartphone; and • Receipt for the purchase of Your Smartphone <p>For Smartphones Data Plans on a month to month contract:</p> <ul style="list-style-type: none"> • American Express card statement(s) showing payment of your monthly contract for three (3) consecutive months immediately prior to the Smartphone screen breakage; and • Phone bill; and • Phone contract

PRIVACY STATEMENT

In this Statement 'We', 'Our' and 'Us' means Chubb Insurance Australia Limited (**Chubb**). '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. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

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

Why We collect Your Personal Information

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

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

How We obtain Your Personal Information

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

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

When do We disclose Your Personal Information?

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

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

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

Your decision to provide Your Personal Information

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

Access to and correction of Your Personal Information

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

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

To request access to, update or correct your Personal Information held by Chubb, please complete this Personal Information request form and return to:

Email: CustomerService.AUNZ@chubb.com

Fax: + 61 2 9335 3467

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 Privacy Policy 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

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

Complaints and Customer Resolution Service

Contact Details

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

P +61 2 9335 3200

F +61 2 9335 3411

E complaints.AU@chubb.com

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

Process

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

Our response

We will acknowledge receipt of your complaint within one (1) business day of receiving it from you.

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

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

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

External Dispute Resolution

If you are dissatisfied with our complaint determination, or we are unable to resolve your complaint to your satisfaction within thirty (30) days, you may refer your complaint to AFCA, subject to its Rules.

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

You may contact AFCA at any time at:

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

P 1800 931 678 (free call)

F +61 3 9613 6399

E info@afca.org.au

W www.afca.org.au

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

FINANCIAL CLAIMS SCHEME

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

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

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

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

GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at codeofpractice.com.au 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 Customers Experiencing Vulnerability & Family Violence Policy (Part 9) and a Financial Hardship Policy (Part 10).

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 the 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.

American Express Australia Limited
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americanexpress.com.au



All information correct at 21 April 2021