

American Express®  
Elevate Credit Card  
Insurance  
Terms and Conditions

**Cover is effective from 24 February 2021**



## TERMS AND CONDITIONS

### AMERICAN EXPRESS® ELEVATE CREDIT CARD INSURANCE TERMS AND CONDITIONS

POLICY NUMBER: 09NACPRCPP

COVER IS EFFECTIVE FROM 24 FEBRUARY 2021

#### Before You travel...

- This booklet contains **important information** about Your American Express® Elevate Credit Card insurance. You should read it carefully and keep it in a safe place.
- We recommend that You **take a copy** with You when You travel. You can also access a copy online any time by going to [americanexpress.com.au/elevatecard\\_insurance\\_policy](https://americanexpress.com.au/elevatecard_insurance_policy)
- If you need to purchase any essential items because of a delay or lost luggage, make sure You use Your American Express® Elevate Credit Card for all purchases.
- If You need to make a claim, keep detailed particulars and proof of any loss including all police reports, sales receipts and credit card statements showing any purchases made.

If You have any questions about what is covered and what is not, please call Chubb on 1800 236 023.

#### Activating Your Cover

In order to be eligible for these insurance benefits and to activate Your cover, You must use Your American Express® Elevate Credit Card in accordance with the Activation of Insurance table on page 4.

## CONTENTS

1. ELIGIBILITY and ACTIVATION OF INSURANCE BENEFITS	4
2. SUMMARY OF BENEFITS AND SCOPE OF COVER	5
3. IMPORTANT INFORMATION ABOUT THIS COVER	8
4. DEFINITIONS	9
5. BENEFITS	12
SECTION (A) TRANSPORT ACCIDENT COVER	12
SECTION (B) TRAVEL INCONVENIENCE COVER	13
SECTION (C) MEDICAL EMERGENCY EXPENSES COVER	14
SECTION (D) BAGGAGE, MONEY AND DOCUMENTS COVER	16
SECTION (E) TRAVEL CANCELLATION COVER	17
SECTION (F) PERSONAL LIABILITY COVER	19
SECTION (G) PURCHASE PROTECTION COVER	19
SECTION (H) REFUND PROTECTION COVER	20
6. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS ABOVE	21
7. HOW TO MAKE A CLAIM	22
8. COMPLAINTS AND DISPUTE RESOLUTION	23
9. PRIVACY	24
10. GENERAL INSURANCE CODE OF PRACTICE	25
11. FINANCIAL CLAIMS SCHEME	25

## 1. ELIGIBILITY AND ACTIVATION OF INSURANCE BENEFITS

In order to be eligible for the insurance benefits, You must first activate the cover. See the table below for details:

ACTIVATION OF INSURANCE
ACTIVATION OF TRANSPORT ACCIDENT COVER AND TRAVEL INSURANCE COVER:
Cover is effective for each Trip only when: <ul style="list-style-type: none"> <li>You pay the full fare for a Trip on Your American Express® Elevate Credit Card; or</li> <li>You pay using American Express® Membership Rewards points; or</li> <li>You pay using Qantas Points; or</li> <li>You pay using Velocity Points</li> </ul> The Trip must be a return Trip and commence and end in Australia. Cover is not effective until a return ticket has been purchased. <p><b>Important:</b> One-way Trips are not covered.</p>
ACTIVATION OF PURCHASE PROTECTION COVER, REFUND PROTECTION COVER AND BUYER'S ADVANTAGE COVER :
Cover is effective when You purchase an Eligible Item or Product only when You pay using: <ul style="list-style-type: none"> <li>Your American Express® Elevate Credit Card or</li> <li>American Express® Membership Rewards points.</li> </ul>

**Important:** Additional Card Members are **not covered** for Travel Insurance benefits (see table below). If You are an Additional Card Member or an Additional Card Member is travelling with You on a Trip, You should consider whether these benefits provide adequate cover. The Additional Card Members may need to take out a separate travel insurance policy.

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

Section	Benefit	Primary Card Members	Additional Card Members
TRANSPORT ACCIDENT COVER			
A	Transport Accident Cover	✓	✓
TRAVEL INSURANCE COVER			
B	Travel Inconvenience Cover	✓	No Cover
C	Medical Emergency Expenses Cover (For 24-hour medical and travel emergency assistance call Chubb Assistance on +61 2 9335 3492)	✓	No Cover
D	Baggage, Money and Documents Cover	✓	No Cover
E	Travel Cancellation Cover	✓	No Cover
F	Personal Liability Cover	✓	No Cover
PURCHASE PROTECTION COVER			
G	Purchase Protection Cover	✓	✓
REFUND PROTECTION COVER			
H	Refund Protection Cover	✓	✓

**For medical and travel emergencies, please contact Chubb Assistance on +61 2 9335 3492. IF YOU REQUIRE EMERGENCY ASSISTANCE ANYWHERE IN THE WORLD CONTACT THE LOCAL TELEPHONE OPERATOR AND REQUEST A REVERSE CHARGE CALL.**

For claims and general enquiries about these Terms and Conditions, please contact Chubb:

Address: 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: CardmemberServices.ANZ@Chubb.com

## 2. SUMMARY OF BENEFITS AND SCOPE OF COVER

The table below provides a helpful summary of the benefits provided pursuant to the Master Policy and the terms and conditions which apply. Excesses may apply for some benefits.

### IMPORTANT

- The following tables summarise the cover, sum insured and exclusions and can be used as a quick reference tool.
- It is Your responsibility to read this document and understand the eligibility criteria, the cover provided, terms, conditions and exclusions.
- A detailed description of the cover, maximum benefit limits and sub limits is set out in relevant sections within the Terms and Conditions.
- The cover provided is subject to the terms, conditions and exclusions contained in this Terms and Conditions document.
- Exclusions to cover are set out under each section as well as under the General Exclusions section.
- AUD: All amounts quoted are in Australian dollars (unless specified otherwise).

Cover	Cover Description	Sum Insured			Key Exclusions	Page
TRAVEL INSURANCE COVER						
A	Transport Accident Cover Provides cover for loss of life, sight or dismemberment arising: <ul style="list-style-type: none"> <li>While riding as a passenger on, or transport to/ from a Licensed Airplane, Ship or Bus</li> <li>While in a departure or destination terminal</li> <li>From exposure and disappearance</li> </ul>	Loss type	You or Spouse	Dependent Children	<ul style="list-style-type: none"> <li>Private Charter</li> <li>We will only pay one (1) benefit amount for any one (1) accident or injury</li> </ul>	12
		Loss of life	\$300,000	\$20,000		
		Dismemberment				
		Loss of both hands or both feet	\$300,000	\$20,000		
		Loss of one (1) hand and one (1) foot	\$300,000	\$20,000		
		Loss of entire sight of both eyes	\$300,000	\$20,000		
		Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	\$300,000	\$20,000		
		Loss of one (1) hand or one (1) foot	\$150,000	\$20,000		
		Loss of the entire sight of one (1) eye	\$150,000	\$20,000		

Cover	Cover Description	Sum Insured	Key Exclusions	Page
B	<p><b>Travel Inconvenience Cover</b></p> <p>Provides cover for:</p> <ul style="list-style-type: none"> <li>Delayed flight departure (of four (4) hours or more), flight cancellation, denied flight boarding, missed flight connection</li> <li>Six (6) hour luggage delay checked on Scheduled Flight.</li> </ul>	<ul style="list-style-type: none"> <li>Additional hotel accommodation, airport lounge fees and restaurant meals or refreshments up to <b>\$500</b>.</li> <li>Emergency purchase of essential clothing and toiletries up to <b>\$500</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Luggage delay on Your arrival back in Your Country of Residence.</li> <li>The purchase of essential items under luggage delay, which are not immediately necessary for Your Trip.</li> <li>Your failure to take reasonable measures to save or recover lost luggage.</li> <li>Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.</li> </ul>	13
C	<p><b>Medical Emergency Expenses Cover</b></p> <p>Provides cover for Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency.</p> <p><b>In an emergency: You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express® Elevate Card number, as much information as possible and a telephone or email address where You can be contacted. REVERSE CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS.</b></p> <p><b>If Your medical condition prevents You from calling, someone else should call on Your behalf, such as a relative, Your travelling companion, nurse or Doctor.</b></p> <p><b>If You do not call Chubb Assistance before seeking emergency medical treatment, or You chose to seek treatment from a medical service not approved by Chubb Assistance, You may be responsible for Your medical expense costs (up to a maximum of \$25,000) to the extent that those medical expenses could otherwise have been reduced through preferred medical providers arranged by Chubb Assistance.</b></p>	<p><b>Medical Emergency</b></p> <ul style="list-style-type: none"> <li>Repatriation/ Evacuation</li> <li>Cost of Treatment up to \$2,500,000 (other than for any medical emergency as a result of an act of Terrorism, which is sub limited to \$1,000,000)</li> <li>Emergency dental Treatment up to <b>\$1,000</b></li> <li>Reasonable extra accommodation costs up to <b>\$150 per night for a maximum of ten (10) nights</b></li> </ul> <p><b>In the event of Your death</b></p> <ul style="list-style-type: none"> <li>Transportation of Your remains to Australia; or</li> <li>Cremation and subsequent transportation of Your remains to Australia; or</li> <li>Local burial up to <b>\$15,000</b>.</li> </ul> <p><b>Excess: \$250 for each and every claim.</b></p>	<ul style="list-style-type: none"> <li>Pre-existing Medical Conditions.</li> <li>Medical Costs if You have not contacted Chubb Assistance and the treatment costs could have been reduced through agreements arranged by Chubb Assistance.</li> <li>Your participation in Excluded Sports and Activities as defined, this includes, but is not limited to; canoeing, horse riding, trekking, mountain biking, hot air ballooning, scuba diving (deeper than 30 metres), white water rafting, bungee jumping, go-karting, rock climbing.</li> <li>Your participation in extreme sports.</li> <li>Medical assistance and expenses if You are eighty (80) years old or over, at any time during the Trip.</li> <li>Emergency dental Treatment over \$1,000.</li> <li>Dental costs related to dentures, crowns and orthodontics.</li> <li>Any costs relating to an act of Terrorism where the Trip has been booked or commenced following a travel advisory warning being issued for the destination You planned to travel to. For the avoidance of doubt, this means any travel advisory warning issued by the Department of Foreign Affairs and Trade (DFAT) where the level of advice is Reconsider Your need to Travel or Do Not Travel for the destination <a href="http://smartraveller.gov.au">http://smartraveller.gov.au</a>.</li> </ul>	14

Cover	Cover Description	Sum Insured	Key Exclusions	Page
D	<p><b>Baggage, Money and Documents Cover</b></p> <p>Provides cover for damaged, destroyed, lost or stolen Personal Baggage or Money and Documents during Your Trip.</p>	<p>Up to <b>\$10,000</b> in total in any one (1) three hundred and sixty five (365) day period for:</p> <ol style="list-style-type: none"> <li>any single item or pair/set of items up to <b>\$1,000</b>; and</li> <li>Money and Documents up to <b>\$500</b>.</li> <li>Mobile Phone up to <b>\$500</b>.</li> <li>One (1) laptop up to <b>\$2,500</b>.</li> </ol> <p><b>Excess: \$250 for each and every claim.</b></p>	<ul style="list-style-type: none"> <li>Valuables in an Unattended motor vehicle.</li> <li>Items left Unattended in a Public Place.</li> <li>Where no written report has been obtained from the local police, carrier, tour operator or accommodation manager within forty-eight (48) hours of the incident occurring.</li> <li>Deductions applied for wear and tear.</li> </ul>	16
E	<p><b>Travel Cancellation Cover</b></p> <p>Provides cover for non-refundable deposits, pre-paid excursion costs and unused travel and accommodation costs You have paid in the event You cancel Your Trip for the following reasons:</p> <ul style="list-style-type: none"> <li>Death or illness of a travel companion.</li> <li>Death or illness of a person You are intending to visit.</li> <li>Your redundancy.</li> <li>Burglary or major damage to Your home or place of business.</li> <li>A delay of more than twenty-four (24) hours, or the reduction in length of Your Trip by at least 25%, whichever is greater of the two, on the first leg of Your Trip due to industrial action, adverse weather, mechanical breakdown of public transport or a transportation accident.</li> <li>DFAT issued or upgraded a travel warning to "advise against all travel".</li> </ul>	<ul style="list-style-type: none"> <li>Non-refundable deposits;</li> <li>pre-paid excursion costs;</li> <li>travel agents' commission which is limited to <b>\$750 or 15%</b> whichever is the lesser;</li> <li>unused travel and accommodation costs that You had paid or are contractually obliged to pay;</li> <li>any other reasonable additional expenses incurred up to <b>\$3,000</b>;</li> <li>the retail price for any ticket; and</li> <li>up to <b>\$10,000</b> in total, per Trip.</li> </ul> <p><b>Excess: \$250 for each and every claim.</b></p>	<ul style="list-style-type: none"> <li>Pre-existing Medical Conditions.</li> <li>Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is over the age of ninety (90) years old.</li> <li>Loss arising from the death, illness or accident of a Close Relative who is living outside Australia.</li> <li>where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable.</li> <li>Circumstances known to You prior to the booking of a Trip.</li> <li>You or any other person deciding not to continue on Your Trip or changing Your plans.</li> <li>Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed.</li> <li>Additional costs where a claim has already been made for forfeited costs for the same event, or if a claim has been paid elsewhere e.g. Travel Inconvenience Cover.</li> <li>An act of Terrorism.</li> </ul>	17

Cover	Cover Description	Sum Insured	Key Exclusions	Page
F	<b>Personal Liability Cover</b> Provides cover for Your liability for damage or Injury to any person or damage or accidental loss to property.	Up to <b>\$1,000,000</b> .	<ul style="list-style-type: none"> <li>Injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf.</li> <li>Mechanically propelled vehicles (including, but not limited to, cars and motorcycles), aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length).</li> </ul>	19
<b>PURCHASE PROTECTION COVER</b>				
G	<b>Purchase Protection Cover</b> Provides cover for theft or damage to Eligible Items within ninety (90) days of purchase.	Up to: <ul style="list-style-type: none"> <li><b>\$20,000</b> in any one (1) three hundred and sixty five (365) day period;</li> <li><b>\$2,500</b> per event.</li> </ul> <b>\$50 Excess for each and every claim.</b>	<ul style="list-style-type: none"> <li>Eligible Items left Unattended in a Public Place.</li> <li>Eligible Items left in an Unattended motor vehicle.</li> </ul>	19
<b>REFUND PROTECTION COVER</b>				
H	<b>Refund Protection Cover</b> Provides cover for the Purchase Price of an unused Eligible Item if You try to return it to the Retailer within ninety (90) days of the purchase and the Retailer will not take it back.	<ul style="list-style-type: none"> <li>Up to <b>\$500</b> per Eligible Item; and</li> <li>Up to <b>\$2,000</b> in any three hundred and sixty five (365) day period.</li> </ul>	<ul style="list-style-type: none"> <li>Eligible Items that are faulty.</li> <li>A store credit has been received.</li> <li>Eligible Items purchased from a Retailer outside Australia.</li> <li>Eligible Items with a Purchase Price of \$50 or less.</li> </ul>	20

#### Termination

Cover will be terminated if either of the following happen:

- Your American Express® Elevate Credit Card is cancelled; or
- the Master Policy of Insurance is cancelled.

### 3. IMPORTANT INFORMATION ABOUT THIS COVER

These Terms and Conditions explain the nature of the 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® Elevate Credit Card Insurance benefits. Cover is provided subject to these terms, conditions and exclusions.

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

#### Master Policy with Chubb

American Express holds a Master Policy (Chubb reference number 09NACPRCPP the "Master Policy") with Chubb. Under the Master Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the terms and conditions specified) provided by Chubb as the insurer where You have met the activation and eligibility requirements set out in the Eligibility & Activation of Insurance Benefits above. You are not charged by Chubb for these benefits.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time. A copy of any updated information is available to You at no cost by visiting the website at [americanexpress.com.au/elevatecard\\_insurance\\_policy](http://americanexpress.com.au/elevatecard_insurance_policy)

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 effective date of these Terms and Conditions.

#### 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.

#### Updating these Terms and Conditions

Information in this document 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/elevatecard\\_insurance\\_policy](http://americanexpress.com.au/elevatecard_insurance_policy). 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

The insurance cover described in this document is provided for Your benefit under the Master 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 or the American Express Travel Insurance Policy Wording and Product Disclosure Statement) in respect of the same loss as Your claim under this Master Policy, then Chubb is not liable to provide indemnity under this Master Policy until the amount of any indemnity under the other policy is exhausted. Therefore, any insurance cover under this Master Policy in respect of the same loss shall only be excess insurance cover over and above the applicable other policy.

### 4. DEFINITIONS

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

**Additional Card Members** means:

- a person who has been issued an Additional Card on an American Express® Elevate Credit Card and may previously have been referred to as a Supplementary Card Member;
- their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
- their legally dependent children (including stepchildren or legally adopted children) who are twenty-two (22) years of age or less and wholly dependent on them for financial support.

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

**American Express® Elevate Credit Card** means an American Express® Elevate Credit Card account issued by American Express, billed from Australia and in Australian dollars.

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

**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 Australia, the insurer of the Master Policy held by American Express.

**Chubb Assistance** means the service provider acting on behalf of Chubb to provide emergency medical and travel 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.

**Doctor** means a legally registered medical practitioner or dentist who is not You or Your relative.

**Domestic Trip** means:

1. a trip that is more than 150 km from Your place of residence and is within Australia; and
2. for which the full return fare has been charged to Your American Express® Elevate Credit Card, or paid for with the equivalent American Express Membership Rewards Points or Qantas Points or Velocity Points.
3. which commences and ends in Australia.

**Eligible Item** means an item:

1. that is purchased solely for personal use; and
2. that is new and has not been used; and
3. where the cost of which has been charged to an American Express® Elevate Credit Card (including through the redemption of American Express® Membership Rewards points).

**Excluded Sports and Activities** means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests; abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking requiring climbing equipment and/or ascending above 4,000 metres; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Injury** means bodily injury which:

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

**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 laws of any jurisdiction.

**International Trip** means:

1. a trip anywhere outside Australia; and
2. for which the full return fare has been charged to an American Express® Elevate Credit Card (or paid for with the equivalent American Express Membership Rewards Points or Qantas Points or Velocity Points); and
3. which commences and ends in Australia.

**Licensed Airplane, Ship or Bus** means an air, land or water vehicle (other than a rental vehicle or Private Charter aircraft or watercraft) operated by a common carrier licensed to carry passengers for hire (including taxis and airport limousines).

**Loss** means loss of life, or:

1. complete and permanent severance of a foot at or above the ankle joint;
2. complete and permanent severance of a hand at or above the wrist; or
3. the irrecoverable loss of the entire sight of an eye.

**Medical Condition** means any medical or psychological disease, sickness, condition, illness or injury that has affected:

1. You or any travelling companion or person with whom You intend to stay whilst on Your Trip; or
2. Your Close Relative or any Close Relative of any travelling companion; or
3. a Close Relative of a person with whom You intend to stay whilst on Your Trip.

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

**Pre-existing Medical Condition** means:

1. any past or current Medical Condition that, during the 2 years prior to You booking any Trip has given rise to symptoms, or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; or
2. any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to You booking any Trip; or

3. any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

**Primary Card Member** means:

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

**Primary Card Members** does not include an Additional Card Member(s).

**Private Charter** means a flight or flights during Your Trip on an aircraft where You and Your travelling companions are the only passengers.

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

**Purchase Price** means the amount shown on the American Express® Elevate Credit Card Account billing statement.

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

**Scheduled Airline** means an airline listed in the official airline guide or equivalent and the air carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and, in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Scheduled Airline does not include Private Charter.

**Specially Designated List** means names of a person, entities, groups or 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.

**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.

**Treatment** means surgical or medical procedures performed by a Doctor or qualified dentist where the sole purpose of which is to cure or relieve acute illness or injury.

**Trip** means:

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

**Each Domestic Trip or International Trip** must commence and end in Australia. Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence in Australia; and
2. when Your Trip exceeds one-hundred and eighty (180) consecutive days; and
3. when You have travelled a total of one hundred and eighty three (183) days during each year of American Express® Elevate Credit Card Membership.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken. Unattended does not include possessions in Your Personal Baggage which are checked or stowed in the luggage hold of a Licensed Airplane, Ship or Bus, however Valuables stored this way are not covered.

**You/Your** means:

1. a Primary Card Member; and

2. in respect of the following benefit section only, a Primary Card Member and an Additional Card Member:

- A – Transport Accident Cover;
- G – Purchase Protection Cover;
- H – Refund Protection Cover;

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

## 5. BENEFITS

### SECTION (A) TRANSPORT ACCIDENT COVER

#### Cover

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

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

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

If whilst on a Licensed Airplane, Ship or Bus You sustain an Injury that results in a Loss as a result of riding as a passenger in a Licensed Airplane, Ship or Bus:

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

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

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

If whilst on a Licensed Airplane, Ship or Bus You sustain an Injury that results in a Loss due to an accident while You are in either the point of departure terminal or destination terminal (both as designated on Your ticket), We will pay the applicable benefit amount noted in the table below entitled "Benefit Amounts and Covered Limits".

4. Loss arising from exposure

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

5. Loss arising from disappearance

If whilst on a Licensed Airplane, Ship or Bus You disappear due to an accident which results in the disappearance, sinking or wrecking of the Licensed Airplane, Ship or Bus on which You were travelling, and Your body has not been found within fifty-two (52) weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that You suffered Loss of life and We will pay the applicable benefit amount noted in the table below entitled "Benefit Amounts and Covered Limits".

BENEFIT AMOUNTS AND COVERED LIMITS		
Loss type	Benefit Amount (AUD)	Dependent Children
Loss of life	300,000	20,000
<b>Dismemberment:</b>		
Loss of both hands or both feet	300,000	20,000
Loss of one (1) hand and one (1) foot	300,000	20,000
Loss of entire sight of both eyes	300,000	20,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	300,000	20,000
Loss of one (1) hand or one (1) foot	150,000	20,000
Loss of the entire sight of one (1) eye	150,000	20,000

## TERMS AND CONDITIONS APPLICABLE TO TRANSPORT ACCIDENT COVER

**(Please also refer to the General Terms and Conditions applicable to All Sections A-I on page 21)**

1. In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident or Injury. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are also entitled to make a claim under the insurance cover provided by Us under another American Express issued card account, We will only make one (1) payment equal to the highest benefit amount payable under all insurance cover provided by Us in relation to the accident and Loss in question.
3. Benefits will be paid in Australian dollars to You or, in the case of Your Loss of life, to Your estate.

### SECTION (B) TRAVEL INCONVENIENCE COVER

#### Cover

Additional Card Members are not entitled to cover under this section.

The maximum amount We will pay under each subsection below is \$1,000 per event in total for all travellers.

1. Delayed flight departure, flight cancellation, or denied aircraft boarding

If during a Trip, departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for hotel accommodation, airport lounge fees, restaurant meals or refreshments up to \$500 in total.

2. Missed flight connections

If during a Trip, Your onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of the incoming flight, We will reimburse You for hotel accommodation, airport lounge fees, restaurant meals or refreshments up to \$500 in total.

3. Luggage delay checked on Scheduled Flight

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered within six (6) hours of Your arrival at the scheduled destination point of Your flight, We will reimburse You for the emergency purchase of essential clothing and toiletries up to \$500 incurred at such scheduled destination.

4. Extended luggage delay checked on Scheduled Flight

If during a Trip, Your accompanying luggage checked on the Scheduled Flight is not delivered to You within forty-eight (48) hours of Your arrival at the scheduled destination point (not being Your place of residence) of Your flight, We will reimburse You for the emergency purchase of essential clothing and toiletries up to an additional \$500 incurred at such scheduled destination.

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

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

## Exclusions under Travel Inconvenience Cover

**(Please also refer to the General Terms and Conditions applicable to All Sections A–I on page 21)**

Cover does not extend to any loss arising from:

1. Cover does not extend to any loss arising from:
  1. confiscation or requisition by customs or other government authorities.
  2. Your failure to take reasonable measures to save or recover lost luggage.
  3. Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.
  4. luggage delay or extended luggage delay on Your arrival back in Australia.

## SECTION (C) MEDICAL EMERGENCY EXPENSES COVER

### Specific Definitions under Medical Emergency Expenses Cover

**Manual Work** means paid work which involves the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant (other than in a purely managerial, supervisory, sales or administrative capacity). It also means manual labour of any kind, including but not restricted to, hands-on work as a plumber, electrician, lighting or sound technician, carpenter, painter, decorator, or builder.

**Medical Emergency** means an Injury, sudden and unforeseen illness, or dental pain, suffered by You while on a Trip, which results in immediate Treatment which cannot be delayed until Your return to Australia and is deemed necessary by a Doctor and Chubb Assistance. Medical Emergency excludes Pre-Existing Medical Conditions.

**Repatriation/Evacuation** means Your:

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

### Cover

Additional Card Members are not entitled to cover under this section.

1. In the event of a Medical Emergency

In the event of a Medical Emergency while You are on a Trip We will pay:

- (a) for Your Repatriation/Evacuation if approved by Chubb Assistance's senior medical officer and following consultation with the attending Doctor.
- (b) the cost of Treatment to meet Your immediate needs up to a maximum of \$2,500,000 (except in the event You are accidentally caught up in an act of Terrorism, where all costs of Treatment and Repatriation/Evacuation will be limited to \$1,000,000 in total).
- (c) emergency dental Treatment up to a maximum of \$1,000.
- (d) reasonable extra accommodation costs (room-only) up to \$150 per night for a maximum of ten (10) nights for You and any person who stays or travels with You based on medical advice to extend Your stay as agreed by Chubb Assistance. The limit is per room and not per person.

In the event of a Medical Emergency Chubb Assistance may:

- (a) arrange and refer You to physicians, hospitals, clinics, private duty nurses, dentists, dental clinics, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;
  - (b) organise Your admission to an appropriate hospital and guarantee and advance medical expenses.
2. In the event of Your death

In the event of Your death while on a Trip, Chubb Assistance will organise and arrange for Us to pay for:

- (a) transportation of Your remains to Australia; or
- (b) cremation and subsequent transportation of Your remains to Australia; or
- (c) local burial up to \$15,000.

### IN AN EMERGENCY:

You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express® Elevate Credit Card Account number, as much information as possible and a telephone number or email address where You can be contacted.

REVERSE CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS.

If Your medical condition prevents You from calling, someone else should call on Your behalf, such as a relative, Your travelling companion, nurse or Doctor.

If You do not call Chubb Assistance before seeking emergency medical treatment, or You chose to seek treatment from a medical service not approved by Chubb Assistance, You may be responsible for Your medical expense costs (up to a maximum of \$25,000) to the extent that those medical expenses could otherwise have been reduced through preferred

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

1. You must be under eighty (80) years of age.
2. We will not pay medical costs if You do not call Chubb Assistance before seeking emergency medical treatment, or You chose to seek treatment from a medical service provider not approved by Chubb Assistance and We incur additional costs as a result. You may be responsible for Your medical expense costs covered under this insurance, to the extent of those additional costs, up to a maximum of \$25,000. You must contact Chubb Assistance as soon as a claim or potential claim arises. You must contact Chubb Assistance before incurring expenses or as soon as physically possible, to obtain prior authorisation or this may jeopardise Your claim. For example, Chubb and/or Chubb Assistance has negotiated special rates with certain medical services providers and Chubb reserves the right to limit its liability to the costs that would have been incurred, had You complied with the claims notification provisions.
3. You must take all reasonable measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit the Appointed Claims Handler any reasonable examination into the cause and extent of loss and/or damage.
5. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
6. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.
7. We will pay expenses associated with a Medical Emergency occurring within the territorial waters of Australia only provided:
  - (a) no payment is incurred as a result of the rendering in Australia of a professional service for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973 (Cth); and
  - (b) no payment is incurred which would result in Us contravening the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to those Acts.

### Exclusions under Medical Emergency Expenses Cover

**(Please also refer to the General Terms and Conditions applicable to All Sections A–I on page 21)**

Cover does not extend to any loss arising from:

1. Your Pre-Existing Medical Conditions.
2. Your participation in Excluded Sports and Activities.
3. Your participation in extreme sports where special equipment, training and preparation are required.
4. if You brought about the loss intentionally or through gross negligence or attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
5. You engaging in Manual Work.
6. costs related to dentures, crowns and orthodontics.
7. costs You incur outside Australia after the date Chubb Assistance confirms that You should return to Australia.
8. costs of Treatment performed by Close Relatives.
9. coffins and/or urns which do not meet international airline standards for transportation of mortal remains.



10. sexually transmitted diseases.
11. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
12. costs incurred in Australia.
13. a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless Chubb Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.
14. children born on the Trip, whether premature or otherwise.
15. Costs relating to an act of Terrorism where the Trip has been booked or commenced following a travel advisory warning being issued for the destination You planned to travel to. For the avoidance of doubt, this means any travel advisory warning issued by the department of Foreign Affairs and Trade (DFAT) where the level of advice is Reconsider Your need to Travel or Do Not Travel for the destination. Visit <http://smartraveller.gov.au>.

Excess applicable to Medical Emergency Expenses Cover – \$250 per claim.

#### SECTION (D) BAGGAGE, MONEY AND DOCUMENTS COVER

##### Specific Definitions under Baggage, Money and Documents Cover

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

**Money** and **Documents** means currency, travellers' cheques, hotel and other redeemable holiday vouchers, petrol coupons, travel tickets, passports, visas and driving licences.

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

**Personal Baggage** means items of necessity, ornament or personal convenience for Your individual use during the Trip, including clothing and personal effects worn or carried by You.

**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.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken. Unattended does not include possessions in Your Personal Baggage which are checked in or stowed in the luggage hold of a Common Carrier Conveyance, however Valuables stored this way are not covered.

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

##### Cover

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

##### 1. Baggage, Money and Documents Cover

If during a Trip Your Personal Baggage or Money and Documents are damaged, or destroyed, lost or stolen and not recovered, We will reimburse You up to \$10,000 in total overall in any one (1) three hundred and sixty-five (365) day period subject to the limits below:

- (a) \$1,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables
- (b) \$500 for Money and Documents;
- (c) \$500 for any Mobile Phone;
- (d) \$2,500 for any one (1) laptop computer.

##### Terms and Conditions applicable to Baggage, Money and Documents Cover

1. We will at Our discretion, pay You for the loss of, or replacement of, or repair of the items concerned.
2. Payment will be based on the item's current purchase price subject to a deduction for wear and tear.
3. We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed.

4. You will need to transfer to Us, on Our request and at Your expense, any damaged item.
5. You must take reasonable precautions to secure the safety of all items, and must not leave them unsecured or Unattended or outside Your reach at any time in a Public Place.
6. Cover in respect of theft from an unattended motor vehicle is subject to the following:
  - (a) items must be locked out of sight in a Secure Area; and
  - (b) forcible or violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - (c) evidence of such entry is available.
7. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
8. You must supply all original invoices, receipts and reports to the Appointed Claims Handler ensuring that You keep a copy of the documents sent.
9. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
10. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of You receiving Your Personal Baggage.

##### Exclusions applicable to Baggage, Money and Documents Cover

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

1. items loaned, hired or entrusted to You.
2. items left Unattended in a Public Place.
3. Valuables from an unattended motor vehicle or from Personal Baggage checked in or stowed in the luggage hold of a Licensed Airplane, Ship or Bus.
4. electrical or mechanical breakdown of items.
5. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. confiscation or destruction by order of any government or public authority.
7. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. damage to sports gear and activity equipment while in use.
9. in respect to a Pair or Set of items, we will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
10. shortages, errors, omissions, depreciation in value in respect of Money and Documents.
11. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room.
12. animals or plant life, antiques and historical artefacts, boats or canoes and their ancillary equipment, bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents, business goods or specialised equipment relating to a trade or profession, china, consumable or perishable items, contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, motor vehicles or accessories, pedal cycles, pictures, photos.

Excess applicable to Baggage, Money and Documents Cover – \$250 per claim

#### SECTION (E) TRAVEL CANCELLATION COVER

##### Specific Definitions under Travel Cancellation Cover

Travel Cancellation means the necessary, unavoidable and unforeseen cancellation or curtailment of a Trip due to the following causes:

- (a) You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, where in all cases the Close Relative is not more than ninety (90) years of age, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (c) Your redundancy which qualifies for redundancy payments under current legislation.

- (d) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.
- (e) You being required by the Police or an authority to be present at Your home or place of business in Australia following burglary, or local major damage such as flood at Your home or place of business in Australia.
- (f) a delay of more than twenty four (24) hours on the first leg of Your Trip or the reduction in the length of Your Trip by at least 25%, whichever is the greater, as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means that You no longer want to go on Your Trip.
- (g) The Australian Government (DFAT – Department of Trade and Foreign Affairs) have issued, or upgraded a travel warning to “advises against all travel” to the area You were intending to travel, and this was unforeseen at the time of booking.

#### Cover

Additional Card Members are not entitled to cover under this section.

##### 1. In the event of Travel Cancellation

In the event of Travel Cancellation, We will pay:

- (a) non-refundable deposits;
- (b) pre-paid excursion costs;
- (c) travel agents' commission which is limited to \$750 or 15%, whichever is the lesser;
- (d) unused travel and accommodation costs that You have paid or are contractually obliged to pay; and
- (e) any other reasonable additional expenses incurred limited to \$3,000;
- (f) up to \$10,000 in total per Trip;

the retail price (at the time of booking the Trip) for any ticket (or part thereof) of a Common Carrier Conveyance ticket purchased using American Express Membership Rewards® Points, Qantas Points or Velocity Points if that ticket is subsequently cancelled as a result of Travel Cancellation and the loss of such points cannot be recovered from any other source; and Exclusions applicable to Travel Cancellation Cover.

Cover does not extend to any loss arising from:

1. Pre-Existing Medical Conditions.
2. Cancellation due to the death, Accidental Injury, Sickness or Disease of any Close Relative who is more than ninety (90) years of age.
3. Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed.
4. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip.
5. Your failure to check-in at the required time for any flight, sea crossing or train journey.
6. Cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the Australian Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
7. Travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Card Member.
8. Costs incurred in respect of any Medical Condition where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable. Medical certificates must be provided at Your own cost.
9. You or any other person deciding not to continue Your Trip or changing Your plans.
10. Your financial circumstances or any contractual or business obligation.
11. The failure of Your travel agent to pass on monies to operators or to deliver promised services.
12. A cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
13. Any government regulation, prohibition or restriction.
14. Circumstances known to You prior to the booking of the Trip.
15. Circumstances known to You when You applied for Your American Express® Elevate Credit Card.

16. Your return to any country other than Australia following the death, injury, or disabling injury, sickness or disease of any Close Relative.

Excess applicable to Travel Cancellation Cover – \$250 per claim.

## SECTION (F) PERSONAL LIABILITY COVER

### Cover

Additional Card Members are not entitled to cover under this section.

#### 1. Personal Liability Cover

If during Your Trip, You become liable to pay damages for injury to any person, or accidental loss or damage to property, We will pay costs arising directly or indirectly from one (1) cause of up to \$1,000,000 if:

- (a) recoverable from You;
- (b) incurred with Our consent;
- (c) for legal representation at any coroner's inquest or fatal accident inquiry or in a court of summary jurisdiction.

### Terms and Conditions applicable to Personal Liability Cover

1. You must not admit liability, negotiate, make any promise, payment or settlement without Our written consent. You must as soon as 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.
2. We may at any time make full and final settlement of any claim. 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.

### Exclusions under Personal Liability Cover

Cover does not extend to:

1. injury to any person who is a member of Your family or under a contract of service or apprenticeship with You.
2. loss of or damage to any material property belonging to You, or in Your care, custody or control, or belonging to a member of Your family, or anyone under a contract of service or apprenticeship with You. This does not apply to loss of or damage to buildings and their contents temporarily occupied by You during a Trip.
3. liability You incur under a contract or agreement which would not have existed in law in the absence of such contract or agreement.
4. injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - (a) mechanically propelled vehicles, aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
  - (b) firearms;
  - (c) animals (other than horses and domestic cats and dogs).
5. injury or loss of or damage to material property arising directly or indirectly from:
  - (a) the ownership possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
  - (b) the carrying on of any trade, business or profession.
6. liability arising directly or indirectly from Special Sports.

## SECTION (G) PURCHASE PROTECTION COVER

### Specific Definitions under Purchase Protection Cover

Pair or Set means a number of Eligible Items used together or 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.

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.

## Cover

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

### 1. Theft or damage of Eligible Items

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

We will pay You up to:

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

### Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your American Express® Elevate Credit Card, then We will only pay such percentage of the purchase price that was paid with Your American Express® Elevate 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 useable individually and cannot be replaced.
3. Eligible Items which are left Unattended in a Public Place and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express® Elevate Credit Card Account and, upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.

### Exclusions under Purchase Protection Cover

Cover does not extend to:

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

Excess applicable to Purchase Protection Cover – \$50 per claim.

## SECTION (H) REFUND PROTECTION COVER

### Specific Definitions under Refund Protection Cover

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

## Cover

### 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 Purchase Price.

We will pay

- (a) up to \$500 per Eligible Item; and
- (b) no more than \$2,000 in total 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 items were charged to Your American Express® Elevate Credit Card. 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 provides the same or a better benefit than this benefit.
4. Eligible Items that can be returned to the Retailer in accordance with 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, Mobile Phones or 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.

## 6. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS ABOVE

### General Exclusions

We will not cover losses under any sections of these Terms and Conditions which are recoverable from any other source, or arising from:

1. Pre-existing Medical Conditions.
2. conduct which has been impaired by Your consumption of alcohol or drugs (other than drugs prescribed and taken in accordance with medical advice).
3. Your intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof.
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.).
5. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war.
6. service in the military, naval or air service of any country.
7. participation in any military, police or fire-fighting activity.
8. activities undertaken as an operator or crew member of any conveyance.
9. flying in military aircraft or any aircraft which requires special permits or waivers.
10. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
11. 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.
12. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.

13. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover or (C) Medical Emergency Cover of these Terms and Conditions.
14. any condition that results in a fear of flying or travel-related phobias.
15. Chubb Australia Limited shall not be deemed to provide cover and Chubb Australia Limited shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb Australia Limited or its parent Chubb Limited to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

#### General Conditions

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

#### 7. HOW TO MAKE A CLAIM

When making a claim You must:

1. supply Your American Express® Elevate Credit Card number.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
3. provide proof of purchase for items being claimed. If no proof of purchase can be provided your claim may not be paid, and this decision will be made at Our complete discretion.
4. disclose to Us details of any other insurance cover under which You may be entitled to claim
5. For non-emergency claims, please follow [www.americanexpress.com/australia/claims](http://www.americanexpress.com/australia/claims)

#### 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 credit 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 the Terms and Conditions

1. In the event of a medical emergency or for travel assistance whilst overseas, call Chubb Assistance on +61 2 9335 3492.
2. To make a non-emergency claim, please follow the link [www.americanexpress.com/australia/claims](http://www.americanexpress.com/australia/claims), within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter. Your failure to furnish Us with notice within the time provided in these Terms and Conditions will not invalidate any claim but We may reduce Our liability under these Terms and Conditions to the extent to which We have suffered any prejudice due to such failure.
3. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.

4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. 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.
6. 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.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

#### 8. COMPLAINTS AND DISPUTE RESOLUTION

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

##### Stage 1 – Complaint Handling Procedure

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 us at:

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O: 1800 815 675  
E: [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

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

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post, or email at:

Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O: +61 2 9335 3200  
F: +61 2 9335 3411  
E: [DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

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

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the AFCA Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

### Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Terms of Reference.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the AFCA Terms of Reference, the General Insurance Division of AFCA offers a free and accessible dispute resolution service to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

O: 1800 931 678  
F: +61 3 9613 6399  
E: [info@afca.org.au](mailto:info@afca.org.au)  
W: [afca.org.au](http://afca.org.au)

If you would like to refer your dispute to AFCA you must do so within 2 years of the date of our internal dispute determination. AFCA may still consider a dispute lodged after this time if AFCA considers that exceptional circumstances apply.

## 9. 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 [chubb.com/au](http://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, which may be located outside of Australia (such as in the Philippines or USA). 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 1988 (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](mailto: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](mailto:Privacy.AU@chubb.com).

## 10. GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice (the 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](http://codeofpractice.com.au) and on request.

## 11. 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.

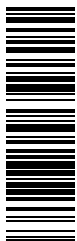
The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

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 [fsc.gov.au](http://fsc.gov.au) for more information.

This page has been left blank intentionally.

This page has been left blank intentionally.



American Express Australia Limited  
(ABN 92 108 952 085 Australian Credit Licence and AFS Licence No. 291313)  
® Registered Trademark of American Express Company.

**[americanexpress.com.au](https://www.americanexpress.com.au)**



All information correct at 24 February 2021

AMEXOS4249\_NAC\_Elev 11/20