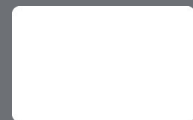


American Express® Platinum Card Insurance Australia Terms and Conditions

Effective 1 July 2019



The American Express®
Platinum Card

Terms and Conditions

American Express® Platinum Card Insurance
 Policy Number: 09NACPLT06

Cover is effective from 1 July 2019

Before You Travel...

- This booklet contains important information about Your American Express Platinum 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/platinuminsurance**.
- If You need to purchase any essential items because of a delay or lost luggage, make sure You use Your American Express Platinum 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 charge card statements showing any purchases made.
- If You have any questions about what is covered and what is not, please call 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 Platinum Card in accordance with the Activation of Insurance table on page 3.

Table of Contents

1. Eligibility and Activation of Insurance Benefits	3
2. Summary of Benefits and Scope of Cover	4
3. Important Information about this Cover	10
4. Definitions	10
5. Benefits	13
Section (A) Transport Accident Cover	13
Section (B) Card Account Balance Waiver Cover	13
Section (C) Travel Inconvenience Cover	14
Section (D) Medical Emergency Expenses Cover	14
Section (E) Resumption of Journey Cover	16
Section (F) Baggage, Money and Documents Cover	16
Section (G) Travel Cancellation Cover	18
Section (H) Personal Liability Cover	19
Section (I) Loss of Income Cover	19
Section (J) Hijack Cover	20
Section (K) Kidnap Cover	20
Section (L) Purchase Protection Cover	21
Section (M) Refund Protection Cover	21
Section (N) Buyer’s Advantage Cover	22
Section (O) Smartphone Screen Cover	23
Section (P) Loss Damage Waiver Cover	24
6. General Terms and Conditions Applicable to All Sections A–P above	25
7. Platinum Assistance Services	25
Section (Q) Legal Assistance	25
Section (R) Roadside Assistance	26
Section (S) Home Assistance	27
8. How to Make a Claim	27
9. Complaints and Dispute Resolution	28
10. Privacy	29
11. General Insurance Code of Practice	29
12. Financial Claims Scheme	30

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 (Section A), Card Account Balance Waiver Cover (Section B) and Travel Insurance Cover (Sections C–K):

Cover is effective for each Trip only when:

- (a) You pay the full fare for a return Trip on Your American Express Platinum Card; or
- (b) You pay using American Express Membership Rewards points, frequent flyer points; or
- (c) You use Your Travel Benefit.

The Trip must be a return Trip and commence and end in Your Country of Residence. Cover is not activated until a return ticket has been purchased.

Important: One-way Trips are not covered.

Activation of Purchase Protection Cover (Section L), Refund Protection Cover (Section M) and Buyer's Advantage Cover (Section N):

Cover is effective when You purchase an Eligible Item or Product only when You pay using:

- (a) Your American Express Platinum Card; or
- (b) American Express Membership Rewards points.

Activation of Smartphone Screen Cover (Section O):

Cover is effective for each Smartphone when You pay the total cost of a:

- Smartphone outright in a single transaction, or
- a Smartphone on a monthly contract, or
- a minimum 12-month 'SIM Only' contract using:

- (a) Your American Express Platinum Card; or
- (b) American Express Membership Rewards points.

Important: Where the Smartphone monthly contract or SIM Only plan commences with an alternative payment method before You switch to making your monthly payment with Your American Express Platinum Card, cover will commence thirty (30) days after the date of the first monthly payment on Your American Express Platinum Card.

Activation of Loss Damage Waiver Cover (Section P):

Cover is effective when You take legal control of the Rental Vehicle and the entire cost is paid for using:

- (a) Your American Express Platinum Card;
- (b) American Express Membership Rewards points; or
- (c) Your Travel Benefit.

Activation of Platinum Assistance Services (Sections Q–S):

Cover is effective so long as You remain an American Express Platinum Card Member.

For medical and travel emergencies, or for Platinum Assistance Services (legal assistance, roadside assistance or home assistance), 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 4907, 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

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. It is your responsibility to read this document and understand the eligibility criteria, the cover provided, policy terms, conditions and exclusions.

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"> • While riding as a passenger on, or transport to/from a Licensed Airplane, Ship or Bus • While in a departure or destination terminal • From exposure and disappearance 	Loss type Loss of life Dismemberment: Loss of both hands or both feet Loss of one (1) hand and one (1) foot Loss of entire sight of both eyes Loss of entire sight of one (1) eye and one (1) hand or one (1) foot Loss of one (1) hand or one (1) foot Loss of the entire sight of one (1) eye	You or Spouse \$400,000 \$400,000 \$400,000 \$400,000 \$400,000 \$200,000 \$200,000	<ul style="list-style-type: none"> • Private Charter • We will only pay one (1) benefit amount for any one (1) accident or Injury 	13
B	Card Account Balance Waiver Cover Provides cover for the outstanding balance of Your American Express Platinum Card at the time of the accident should You suffer a Loss under Section (A)	Outstanding balance of Your American Express Platinum Card	Any amounts identified on Your American Express Platinum Card monthly statement issued prior to the accident which are more than ninety (90) days overdue	13	

Cover	Cover Description	Sum Insured	Key Exclusions	Page
Travel Insurance Cover				
C	<p>Travel Inconvenience Cover</p> <p>Provides cover for:</p> <ul style="list-style-type: none"> • Delayed flight departure (of four (4) hours or more), flight cancellation, denied flight boarding, missed flight connection • Six (6) hour luggage delay checked on Scheduled Flight. <p>The amount of cover varies for each benefit</p>	<ul style="list-style-type: none"> • Additional hotel accommodation and restaurant meals or refreshments up to \$700 • Emergency purchase of essential clothing and items up to \$700 	<ul style="list-style-type: none"> • Luggage delay on Your arrival back in Your Country of Residence • The purchase of essential items under luggage delay, which are not immediately necessary for Your Trip • Your failure to take reasonable measures to save or recover lost luggage • Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report 	14
D	<p>Medical Emergency Expenses Cover</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>In an emergency:</p> <p>You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express Platinum Card number, as much information as possible and a telephone or fax number where You can be contacted. REVERSE CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS</p> <p>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</p> <p>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</p>	<p>Medical Emergency</p> <ul style="list-style-type: none"> • Repatriation/ Evacuation • Unlimited cost of Treatment (other than for any medical emergency as a result of an act of Terrorism, which is sub limited to \$1,000,000) • Emergency dental Treatment up to \$1,500 • Incidental expenses up to \$5,000 • Reasonable extra accommodation costs up to \$2,500 <p>In the event of Your death</p> <ul style="list-style-type: none"> • Transportation of Your remains to Your Country of Residence; or • Cremation and subsequent transportation of Your remains to Your Country of Residence; or • Local burial up to \$15,000 <p>Excess: \$250 for each and every claim</p>	<ul style="list-style-type: none"> • Pre-existing Medical Conditions • Medical Costs if You have not contacted Chubb Assistance and the treatment costs could have been reduced through agreements arranged by Chubb Assistance • 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 • Your participation in extreme sports • Medical assistance and expenses if You are eighty (80) years old or over, at any time during the Trip • Emergency dental Treatment over \$1,500 • Dental costs related to dentures, crowns and orthodontics • 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 https://smartraveller.gov.au 	14

Cover	Cover Description	Sum Insured	Key Exclusions	Page
E	<p>Resumption of Journey Cover</p> <p>Provides cover for cost to resume Your Trip (of two weeks or more) after it has been interrupted following the death, imminent death, serious accident or acute illness of a Close Relative</p>	<p>Up to \$5,000</p> <p>Excess: \$250 for each and every claim</p>	<ul style="list-style-type: none"> • Close Relative who is more than ninety (90) years of age • An act of Terrorism 	16
F	<p>Baggage, Money and Documents Cover</p> <p>Provides cover for damaged, destroyed, lost or stolen Personal Baggage or Money and Documents during Your Trip</p>	<p>Up to \$30,000 in total in any one (1) three hundred and sixty-five (365) day period for:</p> <p>(a) any single item or pair/set of items up to \$5,000; and</p> <p>(b) Money and Documents up to \$1,000</p> <p>(c) Smartphone up to \$1,000</p> <p>(d) One (1) laptop up to \$3,000</p> <p>Excess: \$250 for each and every claim</p>	<ul style="list-style-type: none"> • Valuables in an Unattended motor vehicle • Items left Unattended in a Public Place • 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 • Deductions applied for wear and tear 	16
G	<p>Travel Cancellation Cover</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"> • Death or illness of a travel companion • Death or illness of a person You are intending to visit • Your redundancy • Burglary or major damage to Your home or place of business • Special Event You were attending has been cancelled, or postponed, due to unforeseen circumstances outside Your control • 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 • a Natural Disaster • DFAT issued or upgraded a travel warning to "advise against all travel" 	<ul style="list-style-type: none"> • Non-refundable deposits; • Pre-paid excursion costs; • Travel agents' commission which is limited to \$750 or 15% whichever is the lesser; • Unused travel and accommodation costs that You had paid or are contractually obliged to pay; • Any other reasonable additional expenses incurred up to \$5,000; • The retail price for any ticket; and • Up to \$30,000 in total, per Trip <p>Special Event – pay reasonable additional expenses up to a maximum of \$3,000 for the cost of alternative public transport to arrive at the Special Event in time</p> <p>Excess: \$250 for each and every claim</p>	<ul style="list-style-type: none"> • Pre-existing Medical Conditions • 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 • Circumstances known to You prior to the booking of a Trip • You or any other person deciding not to continue on Your Trip or changing Your plans • Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed • 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 • An Act of Terrorism 	18

Cover	Cover Description	Sum Insured	Key Exclusions	Page
H	<p>Personal Liability Cover</p> <p>Provides cover for Your liability for damage or Injury to any person or damage or accidental loss to property</p>	Up to \$3,000,000	<ul style="list-style-type: none"> • 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 • 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) 	19
I	<p>Loss of Income Cover</p> <p>Provides cover for loss of income if You are employed or self-employed and during a Trip suffer an illness or Injury which results in Temporary Total Disablement and a loss of income for thirty (30) days or more</p>	<p>Monthly Salary up to:</p> <ul style="list-style-type: none"> • \$3,000 per month; • \$12,000 in total in respect to one illness or Injury <p>Note: You must see a Doctor. The first day of Your Temporary Total Disablement is the day Your Doctor confirms You cannot work</p>		19
J	<p>Hijack Cover</p> <p>Provides cover for the cost of Your Close Relatives to travel and stay at the place of the Hijack for a maximum of thirteen (13) days in the event of Your Licensed Airplane, Ship or Bus being subjected to Hijack during Your Trip and if You are detained in excess of twenty-four (24) hours</p>	<p>Up to:</p> <ul style="list-style-type: none"> • \$2,000 in total for every twenty-four (24) hours You are held captive; and • \$26,000 in total for Your Close Relatives per occurrence <p>Your accidental Death as a result of Hijacking: \$400,000 under Section (A) Transport Accident Cover</p>	Please refer to section J below for full details	20
K	<p>Kidnap Cover</p> <p>Provides cover for the cost of Your Close Relatives to travel to and stay at the place of the Kidnap for a maximum of thirteen (13) days whilst You are held captive if You are Kidnapped whilst on a Trip</p>	<p>Up to:</p> <ul style="list-style-type: none"> • \$2,000 in total per every 24 hours You are held captive; and • an aggregate maximum of \$26,000 per occurrence 	We will not act as Your negotiator or intermediary or advise You in dealing with the kidnappers	20

Cover	Cover Description	Sum Insured	Key Exclusions	Page
Purchase Protection Cover				
L	<p>Purchase Protection Cover</p> <p>Provides cover for loss, theft or damage to Eligible Items within ninety (90) days of purchase</p>	<p>Up to:</p> <ul style="list-style-type: none"> • \$30,000 in any one (1) three hundred and sixty-five (365) day period; • \$3,500 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 in an Unattended motor vehicle 	21
Refund Protection Cover				
M	<p>Refund Protection Cover</p> <p>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</p>	<ul style="list-style-type: none"> • Up to \$1,000 per Eligible Item; and • Up to \$5,000 in any three hundred and sixty-five (365) day period 	<ul style="list-style-type: none"> • Eligible Items that are faulty • A store credit has been received • Eligible Items purchased from a Retailer outside Australia • Eligible Items with a Purchase Price of \$50 or less 	21
Buyer's Advantage Cover				
N	<p>Buyer's Advantage Cover</p> <p>Provides cover for the breakdown or defect of Eligible Products during the Buyer's Advantage Period</p>	<p>Up to \$20,000 in any twelve (12) month period (including GST)</p>	<ul style="list-style-type: none"> • Excluded Products • Items purchased from a Retailer outside Australia • Any costs other than for parts and/or labour costs resulting from a covered breakdown or defect 	22
Smartphone Screen Cover				
O	<p>Smartphone Screen Cover</p> <p>Provides cover for breakage of Smartphone screens following accidental drop or impact whilst the American Express Platinum Card is active</p>	<p>Up to \$500</p> <p>Reimbursement is restricted to two (2) eligible claims in any one (1) twelve (12) month period</p> <p>Excess: 10% of the repair cost (excess) applies to each and every claim, payable by the Platinum Card Member</p> <p>Waiting Period: Where the Smartphone monthly contract or SIM Only plan commences with an alternative payment method before You switch to making your monthly payment with Your American Express Platinum Card, cover will commence thirty (30) days after the date of the first monthly payment on Your American Express Platinum Card</p>	<ul style="list-style-type: none"> • 10% of the repair cost (excess) applies to each and every claim • Any Smartphone not Purchased or paid for with Your American Express Platinum Card • Any costs other than for the glass or plastic screen 	23

Cover	Cover Description	Sum Insured	Key Exclusions	Page
Loss Damage Waiver Cover				
P	<p>Loss Damage Waiver Cover</p> <p>Provides cover for loss or damage to a Rental Vehicle.</p>	<p>Up to:</p> <ul style="list-style-type: none"> • \$125,000; or • the value of the Rental Vehicle; or • the value of the claim; <p>whichever is the lesser</p> <p>Any one (1) accident or occurrence and a maximum two (2) claims per three hundred and sixty-five (365) days</p>	<ul style="list-style-type: none"> • Driving by persons who do not have a valid driving licence or anyone under the age of twenty-one (21) or over the age of seventy-five (75) years • The rental of trailers or caravans, vehicles for business or commercial use, motorcycles, mopeds and motor homes • Damage sustained whilst driving on an unsealed or dirt public road 	24
Platinum Assistance Services				
Q	<p>Legal Assistance</p> <p>Provides cover for referral and advance of emergency legal fees and Bail Bond</p>	<ul style="list-style-type: none"> • Referrals and Advance of Lawyers' Fees: up to US\$10,000 • Advance of Bail Bond: up to US\$10,000 	<ul style="list-style-type: none"> • Legal Assistance requested within Australia • Total advanced legal fees or bail bond greater than US\$10,000 • You do not attend the arranged court hearing 	25
R	<p>Roadside Assistance</p> <p>Provides cover for Roadside Assistance or towing, replacement vehicles, return of vehicles. Available within Tasmania and mainland Australia only</p>	<ul style="list-style-type: none"> • Roadside Assistance: up to \$200 • Replacement Vehicle: rental of a Category 3 vehicle from an independent car rental company • Return of You and Passenger/s to Your Usual Place of Residence: up to \$400 or 400 km, whichever is less, for the transportation of You and up to four (4) passengers back to Your usual place of residence • Return or Collection of Vehicle after Repair 	<ul style="list-style-type: none"> • Claims arising from participation in motor racing, rallies, speed or duration tests • Previously inadequate repair • Vehicle has not been maintained in accordance with manufacturer's recommendation • Vehicle has been used for hire or reward, or carriage of commercial goods • Loss or damage deliberately carried out or caused by You 	26
S	<p>Home Assistance</p> <p>Provides cover for 24-hour referral to service providers and organise and pay up to two (2) per year, emergency call-outs. Available within Australia only</p>	<p>Chubb Assistance will provide the following Home Assistance services to You:</p> <ul style="list-style-type: none"> • 24-hour referrals to service providers, including plumbers, locksmiths, electricians and air-conditioning service specialists; and • organise and pay, up to a maximum of two times per year, the charges for emergency call-out for the above providers to go to Your usual place of residence 		27

Termination

Cover will be terminated if either of the following happen:

- Your American Express Platinum 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 Platinum 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 09NACPLT06 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 and 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/platinum.

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/platinum. 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, an alternative mobile phone 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 policy.

4. 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 Master Policy holder.

American Express Platinum Card means an American Express Platinum Card account issued by American Express Australia Limited, billed from Australia and in Australian dollars.

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

Chubb Assistance means the service provider acting on behalf of Chubb to provide emergency medical and travel assistance, legal assistance, roadside assistance and home assistance.

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 Master Policy held by American Express.

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.

Country of Residence means the country You are currently residing in.

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 Your Country of Residence; and
2. for which the full fare has been charged to an American Express Platinum Card (or paid for with the equivalent American Express Membership Rewards points, frequent flyer points or Travel Benefit).

If You are unable to use Your American Express Platinum Card to purchase your Domestic Trip because it is not accepted by your chosen provider, You will still be eligible for cover if You can supply proof of purchase and the name and address of the travel provider.

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. the cost of which has been charged to an American Express Platinum 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; parasailing; 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 a return trip:

1. anywhere outside Your Country of Residence; and
2. that starts and finishes in Your Country of Residence;
3. for which the full fare has been charged to Your American Express Platinum Card (or paid for with equivalent American Express Membership Rewards points, frequent flyer points or Travel Benefit).

If You are unable to use Your American Express Platinum Card to purchase Your International Trip because it is not accepted by Your chosen provider, You will still be eligible for cover if You can supply proof of purchase and the name and address of the travel provider.

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;
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 the 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.

Platinum Card Member means:

1. the person who is issued an American Express Platinum Card as the primary account holder or a supplementary or additional Card Member; and
2. their husband, wife, fiancée, 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-four (24) years of age or less and wholly dependent on them for financial support.

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 in the five (5) years 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.

Subject to the terms and conditions specified, the following listed medical conditions are automatically covered under this Policy.

The time frames applicable to each medical condition apply from the date of booking Your Trip.

Asthma	If You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months.
Epilepsy	If there are no underlying medical conditions and You have not required treatment, or had Your medication altered, by a Doctor for a seizure in the last twelve (12) months.
Gout	If the gout has remained stable for the past six (6) months.
Hiatus Hernia	If no surgery is planned in the next two (2) years.
Hip Replacement	If performed more than six (6) months ago and no further treatment is required.
High Cholesterol	If You have no known heart conditions.
Peptic Ulcer	If Your condition has remained stable for more than six (6) months.
Underactive Thyroid	If not as a result of a tumour.

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 Platinum Card 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.

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

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

Specially Designated List means names of 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.

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.

Travel Benefit means any travel benefit or credit offered under the American Express Platinum Card terms and conditions.

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.

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence; 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 Platinum Card membership.

Each Domestic Trip or International Trip must commence and end in Your Country of Residence.

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 a Platinum Card Member:

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

- (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 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) of a Licensed Airplane, Ship or Bus, We will pay the applicable benefit amount noted in the table below of this section entitled "Benefit Amounts and Covered Limits".

4. Loss arising from exposure

If You sustain an Injury that results in a Loss, other than Loss of life, due to 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 of this section entitled "Benefit Amounts and Covered Limits".

5. Loss arising from disappearance

If You disappear due to 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 We will pay the applicable benefit amount noted in the table below of this section entitled "Benefit Amounts and Covered Limits".

Benefit Amounts and Covered Limits

Loss Type	Benefit Amount (AUD)
Loss of life	400,000
Dismemberment	400,000
Loss of both hands or both feet	400,000
Loss of one (1) hand and one (1) foot	400,000
Loss of entire sight of both eyes	400,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	400,000
Loss of one (1) hand or one (1) foot	200,000
Loss of the entire sight of one (1) eye	200,000

Terms and Conditions applicable to Transport Accident Cover

(Please also refer to the General Terms and Conditions applicable to All Sections A–P on page 25)

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) Card Account Balance Waiver Cover

Cover

1. Payment of outstanding balance of American Express Platinum Card

If You suffer a Loss under Section (A) Transport Accident Cover, then We will pay the outstanding balance of Your American Express Platinum Card as at the time of the Loss (including American Express Platinum Card charges incurred prior to the accident and not yet billed).

Exclusions under Card Account Balance Waiver Cover

(Please also refer to the General Terms and Conditions applicable to All Sections A–P on page 24)

1. We will not pay any charges on Your American Express Platinum Card which are more than ninety (90) days overdue for payment.

Section (C) Travel Inconvenience Cover

Cover

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 and restaurant meals or refreshments up to \$700.

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 and restaurant meals or refreshments up to \$700.

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 \$700 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 \$700 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 Platinum 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 loss 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–P on page 25)

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 Your Country of Residence.

Section (D) 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 Your Country of Residence 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 Your Country of Residence when recommended by Chubb Assistance's senior medical officer; or
4. return to Your Country of Residence 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

No claims arising from any Pre-existing Medical Conditions will be covered.

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 (except in the event You are accidentally caught up in an act of Terrorism, where all costs for Treatment and Repatriation/Evacuation will be limited to \$1,000,000 in total); and/or
- (c) emergency dental Treatment up to a maximum of \$1,500.
- (d) \$75 per complete twenty-four (24) hours that You are hospitalised as an in-patient whilst on a Trip up to a maximum of \$5,000 to cover incidental expenses.
- (e) reasonable extra accommodation costs (room-only) up to \$250 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.
- (f) if You are travelling alone, We will pay the reasonable return economy airfare and extra accommodation costs (room-only) for Your friend or Close Relative to stay with You up to \$250 per night for a maximum of ten (10) nights as agreed by Chubb Assistance.

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 Your Country of Residence; or
- (b) cremation and subsequent transportation of Your remains to Your Country of Residence; 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 Platinum Card number, as much information as possible and a telephone or fax number 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 medical providers arranged by Chubb Assistance.

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–P on page 25)

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 Your Country of Residence after the date Chubb Assistance confirms that You should return to Your Country of Residence.
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 Your Country of Residence.
13. Claims arising from 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. 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 (E) Resumption of Journey Cover

Cover

1. Resumption of Journey Cover

In the event that You have to interrupt a Trip and return to Your Country of Residence immediately following the death, imminent death, serious accident or acute illness of a Close Relative (who is not more than ninety (90) years of age) and then resume the Trip, We will pay for reasonable extra expenses actually and necessarily incurred (less any refund received for the unused prepaid travel accommodation arrangements) to complete Your original travel arrangements (as stated in Your original itinerary) up to \$5,000.

Terms and Conditions applicable to Resumption of Journey Cover

(Please also refer to the General Terms and Conditions applicable to All Sections A–P on page 25)

We will only pay if:

1. You resume Your Trip within thirty (30) days of returning to Your Country of Residence;
2. the Trip had not ended before Your return and there is at least a fortnight, or twenty-five percent (25%) of the time, of the scheduled Trip remaining (whichever is greater);
3. the death, imminent death, serious accident or acute illness of a Close Relative occurred after You booked the Trip; and
4. the claim is not excluded elsewhere.

Exclusions under Resumption of Journey Cover

Cover does not extend to any loss arising from the death, imminent death, serious accident or acute illness of any Close Relative who is more than ninety (90) years of age.

Excess applicable to Resumption of Journey Cover

\$250 per claim

Section (F) Baggage, Money and Documents Cover

Specific Definitions under Baggage, Money and Documents Cover

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

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.

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.

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

1. Baggage, Money and Documents Cover

If during a Trip Your Personal Baggage or Money and Documents are damaged, destroyed, lost or stolen and not recovered, We will reimburse You up to \$30,000 in total overall in any one (1) three hundred and sixty-five (365) day period subject to the limits below:

- \$5,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
- \$1,000 for Money and Documents;
- \$1,000 for any Smartphone;
- \$3,000 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. For example, if one earring is stolen We will only pay 50% of the cost of replacement earrings.
4. If We ask, You must send to Us any damaged items and pay for postage.
5. You must take sufficient 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.
7. confiscation or destruction by order of any government or public authority.
8. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel or motor vehicle.
9. damage to sports gear and activity equipment while in use.
10. 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.
11. shortages, errors, omissions, depreciation in value in respect of Money and Documents.
12. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room.
13. 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

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.
4. Valuables from checked baggage.
5. electrical or mechanical breakdown of items.
6. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.

Section (G) Travel Cancellation Cover

Specific Definitions under Travel Cancellation Cover

Cancellation means You do not commence Your Trip at all.

Curtailement means You have commenced Your Trip and You have had to return to Your Country of Residence early.

Natural Disaster means volcanic eruption, flood (more than 20,000 square metres of normally dry land), tsunami, earthquake, landslide, hurricane, tornado or wildfire.

Special Event means a wedding, funeral, pre-paid conference, pre-paid sporting event or pre-paid concert or other event which does not ordinarily occur on a regular basis.

Trip Change means where You have to make changes to Your planned Trip, but do not have to return any earlier than intended.

Travel Disruption means the necessary, unavoidable and unforeseen Trip Change, Cancellation or Curtailement of a Trip due to the following causes:

1. 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.
2. 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.
3. Your redundancy which qualifies for redundancy payments under current legislation.
4. You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.
5. You being required by the police or an authority to be present at Your home or place of business in Your Country of Residence following burglary, or local major damage such as flood at Your home or place of business in Your Country of Residence.
6. a Special Event You were attending has been cancelled, or postponed, due to unforeseen circumstances outside Your control.
7. a delay of more than 24 hours, or the reduction in the length of Your Trip by at least 25%, on the first leg of Your Trip, 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.
8. a Natural Disaster has caused devastation to the area You were intending to travel, or at Your usual residence in Your Country of Residence.
9. the Australian Government (DFAT – Department of Trade and Foreign Affairs) have issued, or upgraded a travel warning to “advise against all travel” to the area You were intending to travel, and this was unforeseen at the time of booking.

Cover

1. In the event of Travel Disruption

In the event of Travel Disruption, 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;
- (e) any other reasonable additional expenses incurred limited to \$5,000;
- (f) the retail price for any ticket (or part thereof) of a Licensed Airplane, Ship or Bus ticket purchased using American Express Membership Rewards or similar reward points or Travel Benefit if that ticket is subsequently cancelled as a result of Travel Disruption and the loss of such points cannot be recovered from any other source;
- (g) up to \$30,000.

2. Special Event

In the event Your Trip is delayed due to an unforeseeable circumstance outside Your control and as a result You would be unable to arrive in time for a Special Event, which cannot be delayed due to Your late arrival, We will pay reasonable additional expenses up to a maximum of \$5,000 for the cost of alternative public transport to arrive at the Special Event in time.

Exclusions applicable to Travel Cancellation Cover

(Please also refer to the General Terms and Conditions applicable to All Sections A–P on page 25)

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 Platinum Card.

Excess applicable to Travel Cancellation Cover

\$250 per claim

Section (H) Personal Liability Cover

Cover

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 up to \$3,000,000:

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

We will only pay \$3,000,000 for damages or costs arising directly or indirectly from one (1) cause.

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 (I) Loss Of Income Cover

Specific Definitions under Loss of Income Cover

Monthly Salary means:

1. for an employed person: all items of remuneration including salary, bonuses, commission and the like paid every calendar month; or
2. for a self-employed person: monthly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the loss of income or over such shorter period as they have been self-employed.

Temporary Total Disablement means the temporary inability of You to engage in Your usual occupation or business duties, while You are under the regular care of and acting in accordance with the instructions or advice of a Doctor. If self-employed, Temporary Total Disablement must prevent You from helping, managing or carrying out any part of the day-to-day running of a business.

Cover

1. Temporary Total Disablement – Loss of Income Cover

If You are employed or self-employed and, during the course of a Trip, You suffer an illness, or have an accident resulting in an Injury, which leads to Temporary Total Disablement and results in a loss of income lasting for thirty (30) days or longer. We will pay Your Monthly Salary up to:

- (a) a maximum of \$3,000 per month; and
- (b) a maximum of \$12,000 in total in respect of one illness or Injury.

Terms and Conditions applicable to Loss of Income Cover

1. You must see a Doctor. The first day of Your Temporary Total Disablement is the date from which Your Doctor confirms You were unable to work.
2. You must provide Us with a Doctor's certificate confirming Your continuing Temporary Total Disablement at the end of the first thirty (30) days and after every subsequent thirty (30) day period or whenever We request it. Medical certificates must be provided at Your cost.
3. We will pay one (1) monthly benefit on or after the thirty-first (31st) day and continue to pay for each complete calendar month, or until You are no longer suffering Temporary Total Disablement. We will pay up to \$12,000 in the aggregate for any one (1) illness or Injury.
4. After the first thirty (30) days of Temporary Total Disablement, if Temporary Total Disablement is less than a complete calendar month, We will pay a benefit of one-thirtieth (1/30th) of the monthly benefit for each subsequent day of Temporary Total Disablement.
5. In the event of claims for separate periods of Temporary Total Disablement resulting from the same or different conditions or causes, We will only pay a Temporary Total Disablement monthly benefit if You have been in employment or self-employed and engaged in Your usual employment duties for ninety (90) consecutive days between each period of Temporary Total Disablement. We will pay up to \$12,000 in the aggregate for any one (1) illness or Injury.
6. If two (2) periods of Temporary Total Disablement resulting from the same condition or cause are separated by less than ninety (90) days, We will treat this as one (1) claim. Therefore the first thirty (30) days will not apply to the second period of Temporary Total Disablement. However, We will not pay for any days when You did not suffer Temporary Total Disablement.

Section (J) Hijack Cover

Specific Definitions under Hijack Cover

Hijack means, whilst You are on a Licensed Airplane, Ship or Bus Trip, the unlawful seizure of or wrongful exercise of control of the aircraft or other Licensed Airplane, Ship or Bus in which You are travelling, or the crew thereof.

Cover

1. In the event of Hijacking

In the event of Your Licensed Airplane, Ship or Bus being subjected to Hijack during Your Trip and You being detained as a result of such Hijack for a period in excess of twenty-four (24) hours, We will, for a maximum of thirteen (13) days, pay the costs for Your Close Relatives to travel to and stay at the place of the Hijack, up to a maximum of:

- (a) \$2,000 in total for every twenty-four (24) hours You are held captive; and
- (b) an aggregate maximum of \$28,000 in total for Your Close Relatives per occurrence.

2. In the event of Your Accidental Death as a result of Hijacking

In the event of Your accidental death as a result of an Injury sustained during a Hijack, We will pay \$400,000 under Section (A) Transport Accident Cover.

Terms and Conditions applicable to Hijack Cover

1. Claims under this section shall be calculated from the actual time of Hijack.
2. If You die as a result of an Injury sustained during a Hijack, We will only make one (1) payment in respect of Your death, such payment being equal to the highest benefit amount payable under any American Express Australia card insurance cover provided by Us in relation to Your death.

Section (K) Kidnap Cover

Specific Definitions under Kidnap Cover

Kidnap means the illegal taking, seizing or detaining by force and holding of You in captivity for the purpose of demanding payment of monies to secure Your release.

Cover

1. In the event of Kidnap

If whilst on a Trip You are Kidnapped, We will, for a maximum of thirteen (13) days, pay the costs for Your Close Relatives to travel to and stay at the place of the Kidnap up to a maximum of:

- (a) \$2,000 in total per every twenty-four (24) hours You are held captive; and
- (b) an aggregate maximum of \$28,000 per occurrence.

Terms and Conditions applicable to Kidnap Cover

1. You must take all reasonable precautions to protect the confidentiality of this cover.
2. We will not act as Your negotiator or intermediary or advise You or any person in dealing with the kidnapers.

Section (L) Purchase Protection Cover

Cover

1. Loss, theft or damage of Eligible Items

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

We will pay You up to:

- (a) \$30,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) \$3,500 per event.

Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your American Express Platinum Card, then We will only pay such percentage of the purchase price that was paid with Your American Express Platinum 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 Platinum Card 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. Lost or stolen Eligible Items not reported to the police within forty-eight (48) hours of discovery of the loss and where a written police report has not been obtained.
3. Eligible Items which are left Unattended in a 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 in a vehicle.
7. theft of or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You.
8. theft of or damage to cash, its equivalents, travellers cheques, tickets or negotiable instruments.

9. theft of or damage to animals, living plants, perishable goods.
10. theft of or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), PDAs and Smartphones and their accessories, whilst at Your place of employment.

Excess applicable to Purchase Protection Cover

\$50 per claim

Section (M) Refund Protection Cover

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 \$1,000 per Eligible Item; and
- (b) no more than \$5,000 in total in any three hundred and sixty-five (365) day period.

Terms and Conditions applicable to Refund Protection Cover

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 Platinum 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

(Please also refer to the General Terms and Conditions applicable to All Sections A–P on page 25)

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, Smartphones 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.

Section (N) Buyer's Advantage Cover

Specific Definitions under Buyer's Advantage Cover

Buyer's Advantage Period means:

1. in the case of an Original Warranty of one (1) year or less, a period of the same length as that Original Warranty; or
2. in the case of an Original Warranty of between one (1) and five (5) years, a period of one (1) year.

Eligible Product(s) means a product which:

1. is purchased by You in full using Your American Express Platinum Card;
2. is purchased new (i.e. it must not have been used in any way prior to the time of purchase);
3. is purchased with an original manufacturer's serial number;
4. is covered under an Original Warranty;
5. is only used wholly for personal, domestic or non-commercial purposes;
6. is not within the Excluded Products list; and
7. has a purchase price of less than or equal to \$20,000 (including GST).

Excluded Product(s) are:

1. boats, automobiles, motor boats, airplanes and any other motorised vehicles and their integral parts;
2. any toys and games of any description including but not limited to computerised, mechanical or electronic toys and games;
3. real property or movable fixtures or fittings which are intended to become part of a real property purchase;
4. products with a manufacturer's warranty that exceeds five (5) years.

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

Cover

1. Buyer's Advantage Cover

You will receive cover for the breakdown or defect of Eligible Product(s) purchased by You using Your American Express Platinum Card provided that such breakdown or defect would have been covered by the Original Warranty and occurs between the date that the Original Warranty expired and the end of the Buyer's Advantage Period (see table below).

Where the Original Warranty Period is:	The Buyer's Advantage Period is:
7 days	7 days commencing at the end of the Original Warranty Period
14 days	14 days commencing at the end of the Original Warranty Period
1 month	1 month commencing at the end of the Original Warranty Period
1-5 years	1 year commencing at the end of the Original Warranty Period
5+ years	No Cover

We may at Our option:

1. repair, rebuild or replace the Eligible Product; or
2. pay the reasonable costs to repair, rebuild, or replace the Eligible Product; or
3. pay the actual purchase price (including GST) of the Eligible Product(s) charged to the American Express Platinum Card ; and the maximum amount We will pay for all claims by You in any twelve (12) month period is \$20,000 (including GST).

You must keep a copy of the Original Warranty, the sales receipt and American Express Platinum Card statement showing purchases of any Eligible Product(s) as You will need to provide these when making any claim.

Exclusions under Buyer's Advantage Cover

Buyer's Advantage does not cover:

1. any loss or damage caused by a failure to take reasonable care to protect and maintain an Eligible Product against loss or damage or mitigate any loss or damage to an Eligible Product.
2. any costs other than for parts and or labour costs resulting from a covered breakdown or defect;
3. any obligations, costs or losses beyond those set out in the Original Warranty;
4. any payments, costs, expenses or claims for bodily injury, property damage, consequential loss or damage, loss of profit, punitive damages or legal costs associated in any way with an Eligible Product;
5. any repair or rebuilding undertaken other than by Chubb or its authorised representatives;
6. any Excluded Product(s).

Making a claim under Buyer's Advantage Cover

You must:

1. provide a copy of the Original Warranty to Us.
2. provide a detailed explanation and proof of breakdown and defects to Us, including sales receipt and Your American Express Platinum Card statement showing the purchase and any other documentation necessary to support Your claim.
3. disclose to Us details of any other insurance cover under which You may be entitled to claim.
4. retain the Eligible Product(s) for inspection by Us or Our authorised representative.
5. give Chubb all necessary information and assistance We reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which it shall or would become entitled or subrogated upon it making good any loss or damage under this Policy.

Section (O) Smartphone Screen Cover

Specific Definitions under Smartphone Screen Cover

Purchase or Purchased means:

1. Smartphones paid for outright in a single transaction using Your American Express Platinum Card (including through the redemption of American Express Membership Rewards points); or
2. Smartphones paid for on a monthly contract using Your American Express Platinum Card.

SIM Only Plan means: an ongoing monthly contract which you are contracted to for a minimum 12-month term, for the provision of data, calls and texts, paid for using Your American Express Platinum Card, which is utilised on a Smartphone owned by You.

SIM Only Plan does not mean: month-to-month contracts, 'no lock-in contracts', pre-paid, top up or add-on plans or purchases.

Smartphones utilising Your SIM Only Plan are restricted to a maximum age of three (3) years.

Cover

1. Smartphone Screen Cover

You are eligible to receive reimbursement of the repair cost up to \$500 each time Your Smartphone Purchased with Your American Express Platinum Card suffers front screen breakage resulting from an accidental drop or impact, whilst Your American Express Platinum Card is active.

Reimbursement is restricted to two (2) eligible claims in any one (1) twelve (12) month period.

Exclusions under Smartphone Screen Cover

(Please also refer to the General Terms and Conditions applicable to All Sections A–P on page 25)

Cover does not extend to:

1. replacement of any other parts of the Smartphone other than the glass or plastic 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. events occurring within the thirty (30) day waiting period. The waiting period commences when the first payment has been made on Your American Express Platinum Card after You have switched Your monthly payment method for Your Smartphone monthly contract or SIM Only plan from an alternative provider to Your American Express Platinum Card;
4. Smartphones of three (3) years of age and older at the time of the Smartphone screen breakage – for SIM Only plans;
5. Smartphones You cannot adequately substantiate belong to You.

Excess applicable to Smartphone Screen Cover

10% of the repair cost

Making a claim under Smartphone Screen Cover

You must:

1. notify Us of damage by submitting a claim online at www.americanexpress.com/australia/claims
2. following notification, seek repair of the Smartphone from a repairer of your choice
3. submit a claim form with the following documents:
 - a) receipts of the repair;
 - b) copy of your American Express Platinum Card statement(s) showing the Purchase of your Smartphone or;

- c) copy of Your contract showing the Smartphone belongs to You and
- d) for SIM Only Plans a copy of:
 - i. the 12 month contract
 - ii. Your Smartphone receipt proving it is less than 3 years old.

Section (P) Loss Damage Waiver Cover

Specific Definitions under Loss Damage Waiver Cover

Covered Rental Trip means a journey that commences and ends in Your Country of Residence and includes the hire of a Rental Vehicle, where the period of hire shown in the Rental Agreement is thirty-one (31) days or less, of which the entire cost has been charged to Your American Express Platinum Card.

Deductible means the amount payable by You for each and every claim when You have not purchased the collision insurance proposed by the Rental Company.

Geographical Scope means worldwide, including country of domicile, provided the rental takes place further than one hundred and fifty (150) kilometres from the permanent or temporary place of residence You are currently residing in.

Rental Agreement means the contract of hire between the Rental Company and You.

Rental Company means a company or agency that is fully licensed with the regulatory authority of the Country, state or local authority where the Rental Vehicle is collected.

Rental Vehicle means any automobile rented under a Rental Agreement on a daily or weekly basis from a Rental Company within the Geographical Scope and which is also collected from and returned to the Rental Company within the Geographical Scope of this cover.

Cover

We will pay any amounts You are responsible for under the Rental Agreement, including the Deductible, if loss is incurred during a Covered Rental Trip, as a result of accidental damage, fire, vandalism, theft or loss of use of the Rental Vehicle. This will apply whether You are responsible or not for the accident.

We will pay You up to:

- 2. \$125,000; or
- 3. the value of the Rental Vehicle; or
- 4. the value of the claim;

whichever is the lesser.

We will pay the above in respect of any one (1) accident or occurrence and a maximum two (2) claims per three hundred and sixty-five (365) days.

Terms and Conditions applicable to Loss Damage Waiver Cover

- 1. You must be aged twenty-one (21) or over and up to seventy-five (75) years of age in order to claim under this benefit.

- 2. Cover will take effect from the time You take legal control of the Rental Vehicle and will cease at the time the Rental Company assumes control of the Rental Vehicle whether at its business location or elsewhere.
- 3. Claims will not be paid in respect of expenses to the extent that they are assumed, waived or paid by the Rental Company or its insurers.
- 4. 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.
- 5. Losses will not be paid in respect of any property or expenses insured under another policy or any claim which should be recoverable under any other insurance.
- 6. Except with Our written consent, You are not entitled to admit liability or to give any representations binding upon You. We shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in Your name.
- 7. We may at Our own expense take proceedings in Your name to recover compensation from any third party (subject to any restrictions imposed at law, including under the *Insurance Contracts Act 1984* (Cth)) in respect of any indemnity provided under this cover and any amounts so recovered shall belong to Us and You shall provide all reasonable assistance to Us.

Exclusions under Loss Damage Waiver Cover

(Please also refer to the General Terms and Conditions applicable to all Sections A–P on page 24)

We will not cover loss of or arising from:

- 1. the rental of trailers, caravans, trucks, motorcycles, mopeds, motorbikes or motor homes.
- 2. use of the Rental Vehicle in, or in training for, racing competitions, trials, rallies or speed testing.
- 3. operation of the Rental Vehicle in violation of the terms of the Rental Agreement.
- 4. driving by persons who do not have a valid driving licence or anyone under the age of twenty one (21) or over the age of seventy-five (75) years, or anyone who is not an Insured Person.
- 5. damage sustained whilst driving on an un-sealed or private road.
- 6. Rental Vehicles with a retail purchase price in excess of \$125,000 or vehicles over twenty (20) years old.

Making a claim under Loss Damage Waiver Cover

You must supply:

- 1. Your American Express Platinum Card number, Rental Agreement and accident report; and.
- 2. all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.

6. General Terms and Conditions Applicable to All Sections A–P 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. any Trip that is longer than one hundred and eighty (180) days;
3. any Trip once You have travelled in excess of one hundred and eighty-three (183) days during Your American Express Platinum Membership year;
4. conduct which has been impaired by Your consumption of alcohol or drugs (other than drugs prescribed and taken in accordance with medical advice);
5. Your intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof;
6. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
7. any loss or expense with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List 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;
8. 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;
9. service in the military, naval or air service of any country;
10. participation in any military, police or fire-fighting activity;
11. activities undertaken as an operator or crew member of any conveyance;
12. flying in military aircraft or any aircraft which requires special permits or waivers;
13. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries;
14. 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;
15. 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;

16. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover, Section (D) Medical Emergency Expenses Cover, Section (J) Hijack Cover or Section (K) Kidnap Cover of these Terms and Conditions.
17. any condition that results in a fear of flying or travel-related phobias.

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. Platinum Assistance Services

Section (Q) Legal Assistance

Cover

1. Referrals and Advance of Lawyers' Fees

Chubb Assistance will provide You with the name, address and telephone number of a local lawyer. Wherever Chubb Assistance has sufficient information to do so, it will refer You to two or more lawyers. Although the final selection of a lawyer will be the responsibility of You, Chubb Assistance guarantees that any lawyer to whom it refers You will be admitted to practice in accordance with the laws of the relevant jurisdiction, be of good repute and not have been the subject of any reprimand or malpractice proceedings. Chubb Assistance will advance emergency funds to You to pay for fees and costs associated with such representation, up to US\$10,000. This amount will be billed to Your American Express Platinum Card within thirty (30) days from the date of advance of the legal fees.

2. Advance of Bail Bond

Chubb Assistance will attempt to secure and properly post, where possible, bail bonds for You, up to US\$10,000, for incarceration occasioned as a result of a traffic accident or an administrative complication. The bond cost is to be borne in full by You and will be billed to Your American Express Platinum Card within thirty (30) days from the date of posting of the bond, for repayment.

Terms and Conditions applicable to Legal Assistance services

1. The total advance for legal services and bail bonds is limited to US\$10,000 per incident.
2. If You do not attend the court hearing at the arranged date, Chubb Assistance may launch immediate action to recover the loss of the bail bond and pursue You for immediate repayment.

Section (R) Roadside Assistance

Available within Tasmania and mainland Australia only

Specific Definitions under Roadside Assistance services

Covered Vehicle means a vehicle that is classified as a private car, minibus, light passenger van, estate car or 4 x 4 sport utility vehicle, is less than eight (8) years old, is in good operating condition, is registered, insured and owned in Australia, and is driven in Australia by or a driver employed by You, at the time of the event requiring roadside assistance services.

Vehicles are not covered if they:

- (a) are being used for hire or reward;
- (b) exceed (including any load carried) the following gross vehicle weight and dimensions: 2,000 kg in weight; 7 metres in length; 3 metres in height; 2.25 metres in width; or
- (c) are used for motor racing, rallies, speed or duration tests, or practice sessions for such events.

Cover

1. Roadside Assistance

If a Covered Vehicle is immobilised or rendered unroadworthy during a Trip as a result of accidental damage or breakdown, and You contact Chubb Assistance, Chubb Assistance will arrange and pay up to \$200 for:

- (a) on-the-spot roadside assistance, including the call-out charge, labour for minor roadside repairs, up to a maximum of ten (10) litres of fuel (if needed), but excluding any spare parts; or
- (b) towing (valid only when the vehicle is travelling along trafficable gazetted roads) to the nearest suitable repairer. A garage or specialist undertaking repair work, other than at the roadside, will be acting as Your agent for such repair work.

2. Replacement Vehicle

If a Covered Vehicle is immobilised or rendered unroadworthy as a result of accidental damage or breakdown during a Trip, and repairs cannot be effected within 48 hours (excluding Sundays and Public Holidays), Chubb Assistance will arrange and pay for the rental of a Category 3 vehicle from an independent car rental company nominated by Chubb Assistance, for use for a maximum of three (3) consecutive days by You, providing towing of the Covered Vehicle to the workshop has been arranged by Chubb Assistance. The make and model of the rented vehicle are at the discretion of Chubb Assistance. Only You will be registered as the driver of the rented vehicle. You will be responsible for costs of insurance cover, fuel, excess

waivers, and other requirements installed by the rental company. You are required to return the rented vehicle to the address designated by the rental company, or pay the cost of collection or delivery.

3. Return of You and Passenger/s to Your Usual Place of Residence

(a) Less than 50 km from Your usual place of residence

If the immobilised Covered Vehicle is towed to a repair workshop less than 50 km from Your usual place of residence, Chubb Assistance will arrange and pay for the transportation of You and up to four passengers back to Your usual place of residence.

(b) More than 50 km from Your usual place of residence

If the immobilised Covered Vehicle is towed to a repair workshop more than 50 km from Your usual place of residence, Chubb Assistance will arrange and pay expenses up to \$400 or 400 km, whichever is less, for the transportation of You and up to four passengers back to Your usual place of residence.

4. Return or Collection of Vehicle after Repair

(a) Less than 50 km from Your usual place of residence

If a Covered Vehicle is to be retrieved from a repair workshop located less than 50 km from Your usual place of residence, Chubb Assistance will arrange a convenient time, book and pay for a taxi to take You to the workshop to retrieve Your Covered Vehicle.

(b) More than 50 km from Your usual place of residence

If a Covered Vehicle is to be retrieved from a repair workshop located more than 50 km from Your usual place of residence, Chubb Assistance will arrange and pay for the Covered Vehicle to be delivered by a registered transporter to a depot near Your usual place of residence. Providing the depot is located within 50 km from Your usual place of residence, Chubb Assistance will arrange a convenient time (but limiting consequential expenses such as parking charges at the depot), book and pay for a taxi to take You to the workshop to retrieve Your Covered Vehicle.

Terms and Conditions applicable to Roadside Assistance services

1. Roadside assistance and/or towing services for vehicles located at Your residence are not covered, unless You wish to bear the associated costs.
2. The following costs will be Your responsibility:
 - (a) any labour costs not incurred at the roadside; and
 - (b) the cost of replacement parts or other materials.
3. The cover will cease automatically should any governmental authority impound the Covered Vehicle.
4. In case of accident, Chubb Assistance will arrange towing of the Covered Vehicle and bear the cost of such towing within the limits described herein. However, if Your insurance company covers the cost of such towing, Chubb Assistance has the prerogative of either charging such costs directly to the said insurance company or charging You directly.

5. Once Chubb Assistance has been called, it is vital that Your Covered Vehicle is attended by You. Should Chubb Assistance arrive at the Covered Vehicle, and it is Unattended, then work cannot be carried out and payment may be required for any subsequent calls-outs to assist with the incident.
6. If Chubb Assistance arranges for temporary roadside repairs to be carried out to the Covered Vehicle, You are required to then immediately arrange for any permanent repairs that may be necessary.
7. You must ensure that any driver of the Covered Vehicle has a fully valid driving licence.
8. If You or anyone acting for You uses fraudulent or dishonest means, or makes a false statement to:
 - (a) obtain cover; or
 - (b) make a false claim,
 then all benefits under these Terms and Conditions will be lost. Any fraudulently obtained benefits must be repaid to Chubb.
9. You will be required to provide Chubb Assistance with Your American Express Platinum Card number, or any other payment card, to cover any costs or expenses Chubb Assistance has paid out on Your behalf that are not covered under these Terms and Conditions.

Exclusions under Roadside Assistance

We will not cover any:

1. claim arising from participation in motor racing, rallies, speed or duration tests or practising for such events.
2. previously inadequate repair to the Covered Vehicle.
3. claim where the Covered Vehicle has not been maintained or operated in accordance with the manufacturer's recommendations.
4. claim where the Covered Vehicle has been used for hire or reward, or for the carriage of commercial goods.
5. loss or damage deliberately carried out or deliberately caused by You or a driver employed by You, at the time of an accident.
6. loss, damage or expense which at the time of happening is insured by, or would but for the existence of this cover, be insured by any other existing certificate, policy, or any motor organisation's service. If You have any other policy in force that may cover the event for which You are claiming, You must tell Chubb Assistance.

Section (S) Home Assistance

Available within Australia only

Specific Definitions under Home Assistance services

Emergency means a circumstance that poses an immediate threat to the physical safety of the home or contents, which requires service in less than 24 hours (e.g. a burst water pipe or a branch falling through the roof of the home during a storm).

Cover

1. Home Assistance

Chubb Assistance will provide the following Home Assistance services to You:

- (a) 24-hour referrals to service providers, including plumbers, locksmiths, electricians and air-conditioning service specialists; and
- (b) organise and pay, up to a maximum of two times per year, the charges for emergency call-out for the above providers to go to Your usual place of residence. All charges relating to labour and spare parts are to be borne by You. In the case of non-emergency call-outs, arrangements may be made by Chubb Assistance but call-out costs will be the full responsibility of You.

General Terms and Conditions Applicable to Platinum Assistance Services, Sections Q–S above

1. Any fraud, forgery or false evidence on the part of You will automatically end obligations to provide You with Platinum Assistance Services.
2. Chubb Assistance Services will use all available means to provide all assistance services as detailed in these Terms and Conditions. However, Chubb Assistance cannot be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to natural catastrophes, war, military act of foreign nations, revolution, insurrection, civil war, armed rebellion or other similar disturbance or riot ("riot" meaning the state of affairs in which national or local order is seriously disturbed by the collective action of a group or groups of persons, and in which a serious threat to peace and order is deemed to exist), civil strikes, lockouts or other labour disturbance or the refusal of authorities to permit the provision of such services, all acts of sabotage or terrorism committed from concerted actions, radioactivity effects, and all acts of God making impossible the execution of these Terms and Conditions.
3. As a general rule, Chubb Assistance will not reimburse costs relating to events that it was not contacted about in the first instance in accordance with these Terms and Conditions.

8. How to Make a Claim

When making a claim You must:

1. for non-emergency claims, please follow americanexpress.com/australia/claims
2. supply Your American Express Platinum Card number.
3. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
4. 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.
5. disclose to Us details of any other insurance cover under which You may be entitled to 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 the Terms and Conditions

1. In the event of a medical emergency or for travel assistance whilst overseas, or for other Platinum Assistance Services (legal assistance, roadside assistance or home assistance) call Chubb Assistance on +61 2 9335 3492.
2. To make a non-emergency claim, please follow the link americanexpress.com/australia/claims within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
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.

9. 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 fifth (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

1800 815 675

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.

Stage 2 – Internal Dispute Resolution Procedure

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 (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001

Phone: +61 2 9335 3200

Fax: +61 2 9335 3411

Email: **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 Rules.

If Your complaint or dispute 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.

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 Rules.

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 Rules, 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

Phone: 1800 931 678

Fax: +61 3 9613 6399

Email: info@afca.org.au

Internet: 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.

10. Privacy

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.

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, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

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 service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your 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 (Chubb Group of Companies), or 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

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

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 Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email **CustomerService.AUNZ@chubb.com**.

Where your request concerns Chubb Insurance Australia Limited please return the form 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

11. General Insurance Code of Practice

Chubb is 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 is available at **www.codeofpractice.com.au** and on request.

12. 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.fsc.gov.au** for more information.

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