

American Express® Platinum Charge™ Card Insurances Terms and Conditions

Cover is effective from 01 November 2009



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This booklet contains important information about Your Platinum Charge Card complimentary insurance and should be read carefully and stored in a safe place. We recommend that You take this with You when You travel.

Please note that amounts quoted are in Australian dollars.

AMERICAN EXPRESS® PLATINUM CHARGE CARD™ INSURANCES TERMS AND CONDITIONS

This booklet contains important information about Your Platinum Charge Card complimentary insurance and should be read carefully and stored in a safe place. We recommend that You take this with You when You travel.

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

Please note that amounts are quoted in Australian dollars.

TRAVEL INSURANCE

- Transport Accident Cover
 - Card Account Balance Waiver Cover
 - Travel Inconvenience Cover
 - Medical Emergency Expenses Cover
- (For 24-hour medical assistance call **+61 2 9271 3767**)
- Resumption of Journey Cover
 - Baggage, Money and Documents Cover
 - Travel Cancellation Cover
 - Personal Liability Cover
 - Loss of Income Cover
 - Hijack and Detention Cover
 - Kidnap Cover

PURCHASE PROTECTION COVER

REFUND PROTECTION COVER

BUYER'S ADVANTAGE™ COVER

LOSS DAMAGE WAIVER COVER

ACTIVATION OF TRAVEL INSURANCE COVER:

By being an American Express Platinum Charge Card member.

ACTIVATION OF PURCHASE PROTECTION COVER:

Purchase of Eligible Items on American Express Platinum Charge Card.

ACTIVATION OF REFUND PROTECTION COVER:

Purchase of Eligible Items on American Express Platinum Charge Card in Australia.

ACTIVATION OF BUYER'S ADVANTAGE COVER:

Purchase of Eligible Items on American Express Platinum Charge Card.

ACTIVATION OF LOSS DAMAGE WAIVER COVER:

Cover is effective when You take legal control of the Rental Vehicle and the entire fare charged to Your American Express Platinum Charge Card.

HOW TO MAKE A CLAIM

See page 37.

For medical and travel emergencies, please contact **+61 2 9271 3767**

For roadside assistance, please contact **1800 67 3760**

For Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover and Travel Cancellation Cover, please contact AXA for assistance. For all other cover, please contact ACE for assistance.

AXA Assistance Australia Pty Limited (ABN 22 086 648 464, Authorised Representative No. 304873) (AXA) is the Appointed Claims Handler.

AXA can be contacted as follows:

Address: Level 2, 33–38 Atchison Street St Leonards NSW 2065

Postal Address: PO Box 227 St Leonards NSW 2065

Telephone: **+61 2 9461 2265**

Facsimile: **+61 2 9906 8933**

ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) (ACE) is the insurer.

ACE can be contacted as follows:

Address: 28–34 O'Connell Street Sydney NSW 2000

Postal Address: GPO Box 4065 Sydney NSW 2001

Facsimile: **+61 2 9335 3467**

TERMS AND CONDITIONS

Important Information about this cover

These Terms and Conditions set out important information about Transport Accident Cover, Card Account Balance Waiver Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Personal Liability Cover, Loss of Income Cover, Hijack and Detention Cover, Kidnap Cover, Purchase Protection Cover, Refund Protection Cover and Buyer's Advantage Cover and Loss Damage Waiver Cover for American Express Platinum Charge Card members.

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

American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) of 12 Shelley Street, SYDNEY NSW 2000 (AEII) holds a Master Policy (Policy Number 09NACPLT06, the "Master Policy") with the insurer ACE Insurance Limited, (ABN 23 001 642 020, AFS Licence No. 239687) of 28–34 O'Connell Street, SYDNEY NSW 2000 (ACE).

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

This is pursuant to a statutory right under section 48 of the *Insurance Contracts Act 1984 (Cth)*. AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act as ACE's agent (that is, on behalf of ACE). Neither AEII nor any of its related corporations are Authorised Representatives (under the *Corporations Act 2001 (Cth)*) of ACE or any of its related companies.

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

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

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

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

These Terms and Conditions were prepared on 28 August 2009.

Updating these Terms and Conditions

Information in this document may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling AEI on 1800 67 3760 or visiting the website at www.americanexpress.com.au/platinum. ACE will issue a new document or a supplementary document to AEI, to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

Benefits and Scope of Cover

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms which apply. By way of summary only, You are, from the time You become an American Express Platinum Charge Card member until the time access to the benefit terminates (see below), entitled to coverage for:

Section	Benefit	Maximum Sum Insured (AUD)	Summary	Pg
TRAVEL INSURANCE COVER				
A	Transport Accident Cover	\$400,000 for loss of life	Cover for: <ul style="list-style-type: none"> Loss arising while riding as a passenger on, or transport to/ from a Common Carrier Conveyance Loss arising while in a departure or destination terminal Loss arising from Exposure and Disappearance 	11

B	Card Account Balance Waiver Cover	100% of outstanding charges on American Express Platinum Charge Card	Cover for the outstanding balance of Your American Express Platinum Charge Card at the time of the accident should You suffer a Loss under Section (A)	12
C	Travel Inconvenience Cover	\$700	Cover for: <ul style="list-style-type: none"> Delayed flight departure, flight cancellation, denied flight boarding, missed flight connection Luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight 	13

D	Medical Emergency Expenses Cover	\$Unlimited (with the exception of \$1,500 limit for emergency dental treatment) \$75 per complete twenty-four (24) hours that You are hospitalised up to a maximum of \$5,000	Cover for Repatriation/ Evacuation, cost of Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency	14
E	Resumption of Journey Cover	\$5,000	Cover for cost to resume Your Trip after it has been interrupted following the death, imminent death, serious accident or acute illness of a Close Relative	17

F	Baggage, Money and Documents Cover	\$30,000	Cover for damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during Your Trip	17
G	Travel Cancellation Cover	\$30,000	Cover for non-refundable deposits, prepaid excursion costs and unused travel and accommodation costs You have paid in the event of Travel Disruption	19
H	Personal Liability Cover	\$3,000,000	Cover for Your liability for damage for Injury to any person or damage or accidental loss to property	20
I	Loss of Income Cover	\$12,000	Cover for loss of income if You are in employment or self employed and during the Trip suffer an illness or Injury which results in Temporary Total Disablement and a loss of income for thirty (30) days or more	22

J	Hijack and Detention Cover Accidental Death Resulting from Hijacking	\$28,000 \$400,000	Cover for in the event of Your Common Carrier Conveyance being subjected to Hijack and/ or illegal detention during Your trip and You are detained in excess of twenty-four (24) hours, the cost of Your Close Relative to travel and stay at the place of the Hijack	23
K	Kidnap Cover	\$28,000	Cover for the costs of Your Close Relatives to travel to and stay at the place of the Kidnap should You be Kidnapped whilst on a Trip	23
PURCHASE PROTECTION COVER				
L	Purchase Protection Cover	\$30,000 in any one year \$3,500 per event	Cover for theft or damage to Eligible Item within 90 days of purchase	24

REFUND PROTECTION COVER				
M	Refund Protection Cover	\$5,000 in any one year \$1,000 per Eligible Item	Cover for the Purchase Price of an unused Eligible Item if You try to return it to the Retailer within 90 days of the purchase and the Retailer will not take it back	25
BUYER'S ADVANTAGE COVER				
N	Buyer's Advantage Cover	\$20,000	Extended Warranty Double the manufacturer's warranty up to 12 months on most electrical products	26
LOSS DAMAGE WAIVER COVER				
O	Loss Damage Waiver Cover	\$70,000	Benefits arising from loss or damage to a rental vehicle	28

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

Termination

Cover will terminate at the earlier of the following:

- cancellation of Your American Express Platinum Charge Card; or
- termination of the Master Policy.

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

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

Definitions

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

American Express Platinum Charge Card member means the basic holder of an American Express Platinum Charge Card, including the holder of any Supplementary American Express Platinum Charge Cards, issued by American Express Australia Limited (ABN 92 108 952 085 AFSL Number 291313), billed from Australia and in Australian dollars.

Appointed Claims Handler means AXA Assistance Australia Pty Limited (ABN 22 086 648 464, Authorised Representative Number 304873) PO Box 227, St Leonards, NSW 2065.

Close Relative means a Spouse, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandchild or grandparent provided

such person is at the relevant time not more than eighty (80) years of age.

Common Carrier Conveyance means an air, land or water vehicle (other than a rental vehicle or Private Charter aircraft) operated by a common carrier licensed to carry passengers for hire (including taxis and airport limousines).

Common Carrier Conveyance Trip means a trip taken by You between the point of departure and the final destination as shown on Your ticket.

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

Dependent Child means the American Express Platinum Charge Card member's legally dependent child up to and including the age of twenty-four (24), including a stepchild or legally adopted child, who is wholly dependent on the American Express Platinum Charge Card member for financial support.

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

Domestic Trip means a trip that is more than 150 km from Your place of residence and is within Australia.

Eligible Item means an item that is:

- (i) purchased solely for personal use; and
- (ii) new and has not been used; and
- (iii) the cost of which has been charged to Your American Express Platinum Charge Card.

Emergency Assistance Company means AXA Assistance Australia Pty Limited (ABN 22 086 648 464).

Injury means bodily injury which:

- (i) 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
- (ii) causes a Loss, within one hundred (100) days of the accident.

International Trip means a trip anywhere outside Your Country of Residence.

Loss means with reference to:

- (i) a foot, complete and permanent severance at or above the ankle joint;
- (ii) a hand, complete and permanent severance at or above the wrist;
- (iii) an eye, the irrecoverable loss of the entire sight of such eye.

Pre-Existing Medical Condition means any medical or mental condition existing prior to the booking of Your Trip affecting You or any travelling companion without whom Your Trip cannot be taken. This means any condition causing You pain or physical distress or severely restricting Your normal mobility, including (but not limited to):

- (i) a condition for which You are on a waiting list for hospital in-patient Treatment;
- (ii) a condition referred to a medical specialist or the cause of hospital in-patient Treatment within six (6) months prior to booking of Your Trip (excluding regular ongoing check-ups where there has been no significant change in condition);
- (iii) pregnancy within eight (8) weeks of the estimated date of delivery; or
- (iv) a condition for which a Doctor has provided a terminal prognosis.

Private Charter means a flight or flight(s) during Your trip on an aircraft where You and Your travelling companions are the only passengers.

Purchase Price means the amount shown on Your American Express Platinum Charge Card billing statement.

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.

Special Sports means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain climbing; steeplechasing; any form of motor racing, speed, performance or endurance tests.

Spouse means an American Express Platinum Charge Card member's husband, wife, fiancé(e) or a defacto and/or life partner with whom the American Express Platinum Charge Card member has continuously cohabited for a period of six (6) months or more.

Terrorism means activities against persons, organisations or property of any nature: (a) that involves the following or preparation for the following:

- (i) use of, or threat of, force or violence; or
- (ii) commission of, or threat of, force or violence; or

- (iii) commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- (b) when one (I) or both of the following applies:
 - (i) 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
 - (ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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

Trip means:

- (i) a journey commencing with a Common Carrier Conveyance Trip; or
 - (ii) a Domestic Trip; or
 - (iii) an International Trip: or
- Cover for a Trip ceases at the earlier of:
- (iv) when You return to Your residence;
 - (v) when Your travel has exceeded one hundred and eighty (180) consecutive days; and
 - (vi) when You have travelled a total of one hundred and eighty-three (183) days during each year of Your American Express Platinum Charge Card membership.

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

You/Your means any person provided they are an American Express Platinum Charge Card member or their Spouse or Dependent Child.

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

BENEFITS

SECTION (A) TRANSPORT ACCIDENT COVER

Cover

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

1. Loss arising while riding as a passenger in a Common Carrier Conveyance

If whilst on a Common Carrier Conveyance Trip You sustain an Injury as a result of riding as a passenger in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

2. Loss arising from transport to/from a Common Carrier Conveyance

If whilst on a Common Carrier Conveyance Trip You sustain an Injury as a result of riding as a passenger in a Common Carrier Conveyance:

- (a) when going directly to a point of departure (as designated on Your ticket) for the purpose of boarding a Common Carrier Conveyance; or
- (b) when leaving a destination after alighting from a Common Carrier Conveyance,

We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

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

If whilst on a Common Carrier Conveyance Trip You sustain an Injury due to an accident while You are in either the point of departure terminal or destination terminal (both as designated on the Your ticket), We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

4. Loss arising from Exposure

If whilst on a Common Carrier Conveyance Trip You are unavoidably exposed to the elements and sustain an Injury, other than loss of life, due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

5. Loss arising from Disappearance

If whilst on a Common Carrier Conveyance Trip You disappear due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, and Your body has not been found within fifty-two (52) weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that You suffered loss of life and We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

6. Benefit Amounts and Covered Limits

Loss type	Benefit Amount (AUD)
Loss of life	400,000
<i>Dismemberment:</i>	
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

- In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
- If You are entitled to make a claim We will only make one (1) payment equal to the highest benefit amount payable under any of the American Express cards which provide cover in relation to the accident and Loss in question.
- Benefits will be paid in Australian currency to You or equally to the beneficiaries in the first of the following classes where there is a living member, Your:
 - Spouse;
 - children, including legally adopted children;
 - parents;
 - brothers and sisters; or
 - estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge Us from all obligations under the cover. Any amount payable to a minor may be paid to the minor's legal guardian. Benefits for all other Losses sustained by You will be paid to You, or in the event of Your accidental death to Your beneficiaries.

SECTION (B) CARD ACCOUNT BALANCE WAIVER COVER

Cover

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

1. Payment of outstanding balance of American Express Platinum Charge Card

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

Exclusions under Card Account Balance Waiver Cover

1. We will not pay any amounts identified on Your American Express Platinum Charge Card account monthly statement issued prior to the accident which are more than ninety (90) days overdue for payment.

SECTION (C) TRAVEL INCONVENIENCE COVER

Cover

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

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

If 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 AUD700.

2. Missed flight connections

If 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 AUD700.

3. Luggage delay checked on Scheduled Flight

If 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 requisites up to AUD700 incurred at such scheduled destination.

4. Extended luggage delay checked on Scheduled Flight

If 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 requisites up to an additional AUD700 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 requisites must be charged to Your American Express Platinum Charge Card account.
2. Should more than one (1) person claim under the benefits in paragraphs 1, 2, 3 and 4 of this section in relation to the same event, You can only claim 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:

- (i) full details of the flight (airline, flight numbers, departure airport, destination, scheduled flight times and arrival airport);
 - (ii) full details of the delay or loss incurred; and
 - (iii) full details of expenses for which reimbursement is claimed.
5. Benefits payable under this part in respect of valid claims will be credited to Your American Express Platinum Charge Card account.

Exclusions under Travel Inconvenience Cover

Cover does not extend to any loss caused or contributed to by:

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.

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 the Emergency Assistance Company. Medical Emergency excludes Pre-Existing Medical Conditions.

Repatriation/Evacuation means Your:

- (a) transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
- (b) evacuation to the nearest adequately equipped hospital in the event that local medical facilities are deemed inadequate by the Emergency Assistance Company's senior medical officer; or
- (c) repatriation directly to Your Country of Residence when recommended by the Emergency Assistance Company's senior medical officer; or
- (d) return to Your Country of Residence after hospitalisation, provided that You are deemed to be medically fit for travel by the Emergency Assistance Company's senior medical officer, and that Your original means of transportation cannot be used.

Cover

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

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 the Emergency Assistance Company's senior medical officer and following consultation with the attending Doctor.

- (b) the cost of Treatment to meet Your immediate needs up to a maximum of AUD unlimited.
- (c) emergency dental Treatment up to a maximum of AUD1,500.
- (d) AUD75 per complete twenty-four (24) hours that You are hospitalised as an in-patient whilst on a Trip up to a maximum of AUD5,000 per person, to cover incidental expenses.
- (e) Reasonable extra accommodation costs (room only) up to AUD250 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 the Emergency Assistance Company.
- (f) If You are travelling on Your own, 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 AUD250 per night for a maximum of ten (10) nights as agreed by the Emergency Assistance Company.

In the event of a Medical Emergency the Emergency Assistance Company 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, the Emergency Assistance Company 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 AUD15,000.

In an emergency:

Contact the Emergency Assistance Company as soon as You have an emergency on +61 2 9271 3767 and provide Your American Express Platinum Charge Card number and as much information as possible. Please provide a telephone or fax number where You can be contacted.

Terms and Conditions applicable to Medical Emergency Expenses Cover

1. You must be under eighty (80) years of age (unless specifically agreed otherwise by the Emergency Assistance Company prior to each and every Trip) and in a good state of health and fit to travel.
2. We will not pay medical costs over AUD1,500 without prior authorisation. You must contact the Emergency Assistance Company as soon as a claim or potential claim arises. You must contact the Emergency Assistance Company before incurring expenses or as soon as physically possible, to obtain prior authorisation or this will jeopardise Your claim.
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. If You brought about the loss intentionally or through gross negligence or You

attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.

6. 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.
7. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.
8. 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 constitute "health insurance business" as defined under the *National Health Act 1953 (Cth)*

9. The cover under this section is supplementary to and is not a substitute for other insurance, which also covers these benefits. This also applies to insurance policies that state that their coverage is subsidiary to others. We will only pay amounts to the extent that they have not been paid by other insurance. You have the choice of which insurer to contact. By contacting the Emergency Assistance Company or the Appointed Claims Handler, You agree to inform them of any other insurance coverage and seek reimbursement from the other insurer(s) and/or state benefit provider. We only pay in respect of costs relating to travel emergencies. In order for the Appointed Claims Handler to evaluate the facts of a medical situation You must release Your treating physician from their doctor/patient confidentiality.

Exclusions under Medical Emergency Expenses Cover

Cover does not extend to any loss caused or contributed to by:

1. Pre-existing Medical Conditions.
2. Participation in Special Sports, extreme sports where special equipment, training and preparation are required.
3. You engaging in Manual Work.
4. Costs related to dentures, crowns and orthodontics.
5. Any costs You incur outside Your Country of Residence after the date the Emergency Assistance Company tells You that You should return to Your Country of Residence.
6. Cost of Treatment performed by Close Relatives.
7. Coffins and/or urns in excess of those which meet international airline standards for transportation of mortal remains.
8. Sexually transmitted diseases.
9. 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.
10. Any costs incurred in Your Country of Residence.
11. Claims arising from a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless the Emergency Assistance Company's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

SECTION (E) RESUMPTION OF JOURNEY COVER

Cover

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

1. Resumption of Journey Cover

In the event that You have to interrupt Your Trip and return to Your Country of Residence immediately following the death, imminent death, serious accident or acute illness of a Close Relative and then resume Your Trip, We will pay for reasonable expenses incurred. We will reimburse You for the 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 AUD5,000.

Terms and Conditions applicable to Resumption of Journey Cover

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 per cent (25%) of the time) of the scheduled Trip remaining (whichever is greater);
3. the death occurred after You booked the Trip; and
4. the claim is not excluded elsewhere. However, if the exclusion is due to Your Close Relative's Pre-Existing Medical Condition, We will pay benefits provided that before the Trip was commenced a Doctor had not declared Your Close Relative as being terminally ill.

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; driving licences; plus the wallet, purse or similar article in which these are carried, when

- (a) being carried by You, on or about You, or attached to You; or
- (b) in a locked safety deposit box; or
- (c) in the locked Secure Area of a motor vehicle between the hours of 0900 and 2100; or
- (d) in Your locked hotel room and there is evidence of forced entry; or
- (e) in a locked security box within Your hotel and there is evidence of forced entry.

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 provided all items are out of sight; the fixed storage units of a motorised or towed caravan or a locked luggage box locked to a roof rack locked to the vehicle.

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

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

Valuables means jewellery; furs; articles containing precious metals or precious stones; watches; radios; binoculars; audio, photographic and video equipment; mobile

phones; printers; personal organisers and games consoles, personal computers, printers and modems.

Cover

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

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

If during a Trip Your Personal Baggage or Money and Documents are damaged, or destroyed, lost or stolen and not recovered, We will reimburse You up to:

- (a) AUD30,000 in total overall per person in any one (1) three hundred and sixty-five (365) day period;
- (b) AUD5,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
- (c) AUD1,000 for Money and Documents (or AUD100 if the beneficiary is under eighteen (18) years of age).

Terms and Conditions applicable to Baggage, Money and Documents Cover

1. We will 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. You will need to transfer to Us, on Our request and at Your expense, any damaged item, and assign the legal rights to recover from the party responsible up to the amount We have paid.

4. 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 place to which the public have access.
5. 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 and violent means must have been used by an unauthorised person to gain entry to the vehicle; and
 - (c) evidence of such entry is available.
6. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
7. You must supply all Your original invoices, receipts and reports to the Appointed Claims Handler ensuring You keep a copy of the documents sent.
8. 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.
9. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of receiving Your Personal Baggage.
10. No claim will be paid for points 8 or 9 above unless You supply written evidence as required confirming the incident occurred during the Trip.

Exclusions applicable to Baggage, Money and Documents Cover

Cover does not extend to any loss caused or contributed to by:

1. Items loaned, hired or entrusted to You.
2. Loss of Personal Baggage stolen from an unattended motor vehicle if the items have not been locked in the Secure Area.
3. Theft, damage or destruction of Valuables from an unattended motor vehicle or from checked-in baggage.
4. Electrical or mechanical breakdown of the item.
5. Wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. Confiscation or destruction by order of any government or public authority.
7. Damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. Damage to sports gear and activity equipment while in use.
9. In respect of a Pair or Set of items, We will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
10. In respect of Money and Documents:
 - (a) shortages, errors, omissions, depreciation in value or
 - (b) loss from hotel rooms while occupied by You unless evidence is available of the forcible and violent means used by an unauthorised person to gain entry to the room.

11. Animals; antiques and historical artefacts; boats; 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; contact or corneal lenses; dentures; glass; hearing aids; keys; musical instruments; motor vehicles or accessories; pedal cycles; pictures; photos.

SECTION (G) TRAVEL CANCELLATION COVER

Specific Definitions under Travel Cancellation Cover

Travel Disruption means the necessary and unavoidable cancellation or curtailment of a Trip due to causes beyond Your control:

- (a) (or not foreseen by You) at the time of the booking any Trip; or
- (b) subsequent to the booking of any Trip.

Cover

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

1. In the event of Travel Disruption

In the event of Travel Disruption, We will pay:

- (a) non-refundable deposits;
- (b) prepaid excursion costs;
- (c) travel agents commission which is limited to AUD750 or 15% whichever is the lesser;

- (d) unused travel and accommodation costs that You had paid or are contractually obliged to pay; and
- (e) any reasonable additional expenses incurred for any other unforeseen circumstance outside of Your control limited to AUD5,000 and
- (f) up to AUD30,000 per person, per Trip.

2. In the event of Travel Disruption when the fare is purchased using American Express Membership Rewards points.

If You purchase an airline ticket (or part thereof) using American Express Membership Rewards or similar reward points and the airline ticket is subsequently cancelled as a result of any Travel Disruption and the loss of such points cannot be recovered from any other source, We will pay You the retail price for that ticket (or part thereof) at the time it was issued not exceeding AUD30,000.

Exclusions applicable to Travel Cancellation Cover

Cover does not extend to any loss caused or contributed to by:

1. Pre-Existing Medical Conditions.
2. Additional costs incurred due to Your failure to notify the carrier or travel agent immediately that the Trip is to be cancelled or curtailed.
3. Claims resulting from Your failure to hold or obtain a valid passport or visa in time for the booked Trip.
4. Your failure to check-in at the required time for any flight, sea crossing or train journey.

5. Cancellation caused by work commitments, or amendment of Your holiday 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.
6. Financial loss in respect of travel or accommodation booked and paid for by You on behalf of anyone who is not an American Express Platinum Card member.
7. Travel Disruption claims where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable.
8. You or any other person deciding not to continue Your Trip or if You change Your plans.
9. Your financial circumstances or any contractual or business obligation.
10. the failure of Your travel agent to pass on monies to operators or to deliver promised services.
11. 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.
12. any government regulation, prohibition or restriction.

SECTION (H) PERSONAL LIABILITY COVER

Cover

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

1. 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 AUD3,000,000:

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

We will only pay AUD3,000,000 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 send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that may give rise to liability.
2. We may at any time make full and final settlement of any claim. We will have no further liability in respect of such events(s) 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 any loss caused or contributed to by:

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 in connection with:
 - (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 and abseiling; American football; baseball; bobsleigh; bungee-jumping; canoeing; clay pigeon shooting; deep-sea fishing; fell running; go-karting; hang-gliding; heli-skiing; hockey; horse riding; 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 other tourists will be carrying guns); trekking; war games/paintball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

SECTION (I) LOSS OF INCOME COVER

Specific Definitions under Loss of Income Cover

Monthly Salary means:

- for an employed person – all items of remuneration including salary, bonuses, commission and the like paid every calendar month; or
- for a self employer person – their 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

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

1. Temporary Total Disablement – Loss of Income Cover

If You are in employment or self-employed and during the course of a Trip 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 AUD3,000 per month;
- (b) a maximum of AUD12,000 in total per person.

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 day Your Doctor confirms You cannot 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.
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 AUD12,000 in the aggregate per person for any one (1) period of Temporary Total Disablement.
4. After the first thirty (30) days of Temporary Total Disablement, We will pay a benefit of one-thirtieth (1/30th) of the monthly benefit for each subsequent day of Temporary Total Disablement if Temporary Total Disablement is less than a complete calendar month.

5. For Temporary Total Disablement claims resulting from different conditions or causes, We will only pay a Temporary Total Disablement monthly benefit if You have been in employment or self-employed for ninety (90) consecutive days between these two claims.

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 AND DETENTION COVER

Specific definitions under Hijack and Detention Cover

Hijack means whilst You are on a Common Carrier Conveyance Trip the unlawful seizure of or wrongful exercise of control of the aircraft or other Common Carrier Conveyance or the crew thereof in which You are travelling.

Cover

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

1. In the event of Hijacking and Detention

In the event of Your Common Carrier Conveyance being subjected to Hijack and/or illegal detention during Your Trip and You being detained as a result of such Hijack and illegal detention for a period in excess of twenty-four (24) hours, We will pay:

(a) the costs for Your Close Relatives to travel to and stay at the place of the Hijack up to AUD2,000 per every twenty-four (24) hours You are held captive

(b) up to a maximum of AUD28,000 for a maximum of thirteen (13) days.

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 whilst on Your Trip, We will pay AUD400,000 under Part (A) Transport Accident Cover.

Terms and Conditions applicable to Hijack and Detention Cover

1. Claims under this section shall be calculated from the actual time of Hijack of the Common Carrier Conveyance on which You were travelling.
2. If You are entitled to make a claim, We will only make one (1) payment equal to the highest benefit amount payable under any one (1) of the American Express Card(s) which provides cover in relation to the accidental death in question.

SECTION (K) KIDNAP COVER

Specific definitions under Kidnap Cover

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

Cover

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

1. In the event of Kidnap

If whilst on a Trip You are Kidnapped, We will pay the costs for Your Close Relatives to travel to and stay at the place of the Kidnap. We will pay:

- (a) AUD2,000 per every twenty-four (24) hours You are held captive; and
- (b) up to a maximum of AUD28,000 for a maximum of thirteen (13) days, per person, 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 in dealing with the kidnappers.

SECTION (L) PURCHASE PROTECTION COVER

Specific Definitions under Purchase Protection Cover

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

Cover

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

1. Theft or damage of Eligible Items

Following theft or damage to an Eligible Item within ninety (90) days of purchase, We will repair the Eligible Item or credit Your American Express Platinum Charge Card with an amount not exceeding the Purchase Price of the Eligible Item.

We will pay up to:

- (a) AUD30,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) AUD3,500 for jewellery, watches, precious metals and gem stones, from any one (1) event;
- (c) AUD3,500 per event only.

Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your American Express Platinum Charge Card, then We will only pay that percentage of the price.
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 place accessible to the public and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your American Express Platinum Charge 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 any loss caused or contributed to by:

- (a) Damage to Eligible Items physically abused by You.
- (b) Lost or stolen Eligible Items not reported to the Police within forty-eight (48) hours of discovery and a written report obtained.
- (c) Eligible Items which are left unattended in a place accessible to the public.
- (d) Normal wear and tear to Eligible Items.
- (e) Damage to Eligible Items caused by product defects.
- (f) Theft or damage to Eligible Items in a vehicle.
- (g) Theft, or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You.
- (h) Theft, or damage to cash, its equivalents, travellers cheques, tickets or negotiable instruments.
- (i) Theft, or damage to animals, living plants, perishable goods.
- (j) Theft, or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer-related equipment (and software), PDAs, 'Blackberry'/mobile phones and their accessories, whilst at Your place of employment.

Excess applicable to Purchase Protection Cover

1. AUD50 per person, per claim.

SECTION (M) REFUND PROTECTION COVER

Specific Definitions under Refund Protection Cover

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

Cover

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

1. Refund protection of unused Eligible Items

If You try to return an unused Eligible Item to the Retailer, within ninety (90) days of the purchase, and the Retailer will not take it back, You can return it to Us and We will credit Your American Express Platinum Charge Card account with the Purchase Price.

We will pay:

- (a) up to AUD1,000 for Eligible Items with a Purchase Price of more than AUD50.
- (b) no more than AUD5,000 in any three hundred and sixty-five (365) day period.

Terms and Conditions applicable to Refund Protection Cover

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

Exclusions under Refund Protection Cover

Cover does not extend to any loss caused or contributed by:

1. Eligible Items that are faulty.
2. Eligible Items purchased from the Retailer that has an established return policy, which is the same or better than this benefit.
3. The return of the Eligible Items to the Retailer in accordance with the rights provided by existing legislation.
4. 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; cellular phones, 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

1. Nil excess, however, only Eligible Items in excess of AUD50 are eligible for claim.

SECTION (N) BUYER'S ADVANTAGE COVER

Specific Definitions under Buyer's Advantage Cover

Eligible Product(s) means a product which:

- is purchased by You in full using Your American Express Platinum Charge Card or American Express Platinum Charge Supplementary Card;
- is purchased new (i.e. it must not have been used in any way at the time of purchase);

- is purchased with an original manufacturer's serial number;
- is subject to an Original Warranty;
- is only used wholly for personal, domestic or non-commercial purposes;
- is not within the Excluded Products list; and
- has a purchase price of less than or equal to AUD20,000 (including GST).

Excluded Product(s) are:

- boats, automobiles, motor boats, airplanes and any other motorised vehicles and their integral parts;
- any toys and games of any description including but not limited to computerised, mechanical or electronic toys and games;
- real property or movable fixtures or fittings which are intended to become part of a real property purchase.

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

Cover

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

Cover is open to all Australian enrolled American Express Platinum Charge Card members.

You will receive automatic cover for the breakdown or defect of Eligible Product(s) purchased by You using Your American Express Platinum Charge Card provided that

the failure would be covered by the Original Warranty, from the time the Original Warranty for the product ends until the end of the Buyer's Advantage period that applies (usually this is the same period of time as Your original warranty but it will not exceed a year).

By way of an example, Buyer's Advantage commences on expiry of the original manufacturer's warranty for the period as follows:

Original Warranty	Buyer's Advantage – Extended Warranty
7 days	7 days
14 days	14 days
1 month	1 month
1–5 years	1 year
5+ years	No Cover

So, if the Original Warranty is less than one (1) year, the Buyer's Advantage period is the same as the original manufacturer's warranty period. If the Original Warranty period is for one (1) year or more (up to five (5) years), the Buyer's Advantage period is one (1) year.

Products covered include, but are not limited to:

- Televisions
- Refrigerators
- Freezers
- Kettles
- Toasters
- Irons

- Washing Machines
- Clothes Dryers
- Microwaves
- Video Recorders
- Food Processors
- Answering Machines
- Watches
- Video Cameras
- Walkmans
- Discmans

We may at Our option:

- repair, rebuild or replace the product; or
- pay the reasonable costs to repair, rebuild, or replace the product; or
- pay the actual purchase price (including GST) of the Eligible Product(s) charged to the American Express Platinum Charge Card; and

The maximum amount We will pay for all claims by a American Express Platinum Charge Card member in any twelve (12) month period is AUD20,000 (including GST). Please make sure You keep a copy of the Original Warranty, the sales receipt and American Express Platinum Charge Card statement showing the purchases as You need these in order to make a claim.

Exclusions under Buyer's Advantage Cover:

Buyer's Advantage does not cover the following:

1. any loss or damage caused by a failure to take reasonable care in the circumstances to protect and maintain the product against loss or damage or to take reasonable care to mitigate any loss or damage to the property.

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 of damage, loss of profit, punitive damages or legal costs associated in any way with the product;
5. any repair or rebuilding undertaken other than by ACE or its authorised representatives;
6. any Excluded Product(s).

Making a claim under Buyer's Advantage Cover

You must:

- provide a copy of the Original Warranty to Us.
- provide a detailed explanation and proof of breakdown and defects to Us, including sales receipt and Your American Express Platinum Charge Card statement showing the purchase and any other documentation necessary to support Your claim.
- disclose to Us details of any other insurance cover under which you may be entitled to claim.
- retain the Eligible Product(s) for inspection by Us or Our authorised representative.

- give ACE 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) 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 Charge Card account.

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 two hundred and fifty (250) 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 the Rental Company within the Geographical Scope of this cover.

Cover

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

1. 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:

- AUD70,000; or
- the value of the Rental Vehicle; or
- 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. Coverage is limited to persons aged twenty-one (21) and over but under seventy-five (75) years of age.
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

We will not cover loss caused or contributed by:

1. The rental of trailers or caravans, trucks, motorcycles, mopeds, motorbikes and motor homes;
2. Use of the Rental Vehicle in, or 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-four (74) years, or anyone who is not an Insured Person;
5. Damage sustained whilst not driving on a sealed public road;
6. Rental Vehicles with a retail purchase price in excess of AUD70,000 or vehicles over twenty (20) years old.

Making a claim under Loss Damage Waiver Cover

You must:

- supply Your American Express Platinum Charge Card Number, Rental Agreement and accident report.
- supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS

General Exclusions

We will not cover loss under all sections of these Terms and Conditions caused or contributed by:

1. Alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
2. Intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
3. Travel into hazardous work sites (eg, underwater, mines, construction sites, oilrigs, etc).
4. 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.
5. Service in the military, naval or air service of any country.
6. Participation in any military, police or fire-fighting activity.
7. Activities undertaken as an operator or crew member of any conveyance.
8. Flying in military aircraft or any aircraft which requires special permits or waivers.
9. Commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
10. Direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.
11. Taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
13. Taking of alcohol in combination with any drug or medication.
14. An act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
15. 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. To the extent permitted by law, We will only provide cover to You in excess of loss, damage of liability that is covered by any of the following types of insurance entered by You, either before or after You have access under this cover:
 - insurance that you are required to effect under Australian laws;
 - travel insurance;
 - life insurance;
 - consumer credit insurance;
 - credit card insurance;
 - private health insurance;
 - home and contents insurance;
 - business insurance;
 - public liability insurance;
 - income protection insurance;
 - third-party property motor vehicle insurance; or
 - comprehensive motor vehicle insurance; and
 - insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

PLATINUM CARD ASSISTANCE SERVICES

Provided by AXA Assistance Australia Pty Ltd (ABN 22 086 648 464).

Summary of benefits provided under Platinum Card Assistance Services

Eligibility:

- Platinum Basic and all Supplementary Card members
- Spouse and dependent children aged less than 23

Assistance	Benefits
Legal Assistance	<ul style="list-style-type: none"> • Available outside Australia • Referral and Advance of Legal Fees and Bail Bond – up to USD10,000
Roadside Assistance	<ul style="list-style-type: none"> • Available within Australia only • Assistance or towing up to \$125
Home Assistance	<ul style="list-style-type: none"> • Available within Australia only • 24-hour referral to service providers • Charges for 2 emergency callouts

Platinum Card Assistance Services

Terms and Conditions

1. Definitions

1.1 Platinum Card Assistance

Platinum Card Assistance is offered 24 hours a day, 7 days a week, and covers the following assistance services:

- 1.1.1 Legal Assistance
- 1.1.2 Roadside Assistance
- 1.1.3 Home Assistance

1.2 Assistance Providers

Platinum Card Assistance is a service benefit of The Platinum Charge Card. American Express International, Inc., the issuer of The Platinum Charge Card, may utilise the services of reputable third parties in the provision of services falling under Platinum Card Assistance.

1.3 Covered Persons

For Services 1.1.1 – 1.1.3 Covered Persons are defined as:

- An American Express Basic Platinum Card member billed in Australian dollars;
- An American Express Supplementary Card member issued on the Platinum Card Account billed in Australian dollars.

1.4 Eligibility

- Service 1.1.1 is valid for trips outside the Commonwealth of Australia of a maximum duration of 90 days, in case of accident and emergency only;

- Services 1.1.2 – 1.1.3 are valid in the Commonwealth of Australia only.

2. Legal Assistance

2.1 Referrals and Advance of Lawyers' Fees

Platinum Card Assistance shall provide the Covered Person with the name, address and telephone number of a local lawyer. Wherever Platinum Card Assistance has sufficient information to do so, it shall refer the Covered Person to two or more lawyers. Although the final selection of a lawyer shall be the responsibility of the Covered Person, Platinum Card Assistance guarantees that any lawyer to which it refers the Covered Person shall 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. Platinum Card Assistance shall advance emergency funds to the Covered Person to pay for fees and costs associated with such representation, up to USD10,000. This amount will be billed to the Covered Person's Platinum Charge Card Account within 30 days from the date of advance of the legal fee.

2.2 Advance of Bail Bond

Platinum Card Assistance shall attempt to secure and properly post, where possible, bail bonds for the Covered Person, up to USD10,000, for incarceration occasioned as a result of a traffic accident or an administrative complication. The bond cost shall be borne in full by the Covered Person and will be billed to the Covered Person's Platinum Charge Card Account within 30 days from the date of posting of the bond, for repayment.

2.3 Conditions

- 2.3.1 The total advance for legal services and bail bonds is limited to USD10,000 per incident.
- 2.3.2 If the Covered Person does not attend the court hearing at the arranged date, Platinum Card Assistance may launch immediate action to recover the loss of the bail bond and pursue the Covered Person for immediate repayment.

3. Roadside Assistance

3.1 Definitions

The Vehicle must be classified as a private car, minibus, light passenger van, estate car or 4 x 4 sport utility vehicle, less than eight (8) years old and in good operating condition, registered to the Card member or Supplementary Card member, insured and owned in the Commonwealth of Australia, and driven in the Commonwealth of Australia by an American Express Platinum Card member or Driver employed by American Express Platinum Card member, at the time of an incident ("Covered Vehicle").

Geographical Limit(s) – areas within mainland Australia and Tasmania excluding the area within 2 km radius of the Covered Person's residence.

Good Operating Condition – maintained and operated in accordance with the manufacturer's recommendations.

Residence – the usual place of residence (billing address).

Trip – A journey undertaken by the Covered Person, within the geographical limits which starts and ends in Australia.

3.1.1 Vehicles are excluded if they are:

- (i) being used for hire or reward;
- (ii) 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
- (iii) used for motor racing, rallies, speed or duration tests or practice sessions for such events; or
- (iv) are immobilised in an area which is normally accessible only by four-wheel drive vehicles or in an area which requires specialist heavy recovery equipment. This exclusion applies even if your vehicle is a four-wheel drive vehicle.

3.2 Services Offered

If a Covered Vehicle is immobilised or rendered unroadworthy during a trip as a result of accidental damage, lock-out or breakdown, and the Covered Person contacts Platinum Service, Platinum Card Assistance will arrange and pay up to AUD145 for:

- (i) 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
- (ii) 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 the Covered Person's agent for such repair work and the Covered Person is responsible for approving the work and paying the cost of repairs.

Any charges exceeding this maximum limit must be paid for by the Covered Person. Service is limited to three covered callouts per calendar year.

3.3 General Conditions and Exclusions

- 3.3.1 Roadside assistance and/or towing services for vehicles located within a 2 km radius of the Covered Person's residence are not covered, unless the Covered Person wishes to bear the associated costs him/herself.
- 3.3.2 The following costs will be the responsibility of the Covered Person:
 - (i) any labour costs not incurred at the roadside; and
 - (ii) the cost of replacement parts or other materials.
- 3.3.3 The cover will cease automatically should any governmental authority impound the Covered Vehicle.
- 3.3.4 In case of accident, Platinum Card Assistance will arrange towing of the Covered Vehicle and bear the cost of such towing within the limits described herein. Provided that in the event the Covered Person's insurance company covers the cost of such towing, the service provider has the prerogative of either charging such costs directly to the said Insurance Company or charging the Covered Person directly.
- 3.3.5 Once assistance has been called, it is vital that your car is attended. Should Platinum Card Roadside Assistance arrive at your car, and it is unattended, then work cannot be carried out and payment may be required for any subsequent call-outs to assist with the incident.
- 3.3.6 If we arrange for temporary roadside repairs to be carried out to the vehicle, the Covered Person is required to then immediately arrange for any permanent repairs that may be necessary.

installed by the rental company. The Covered Person is required to return the rented vehicle to the address designated by the rental company, or pay the cost of collection or delivery.

3.5 Return of a Covered Person and Passenger/s to the Covered Person's Place of Residence

If the immobilised Covered Vehicle is towed to a repair workshop less than 50 km from the Covered Person's residence, Platinum Card Assistance will arrange and pay for the transportation of the Covered Person and up to four passengers back to the Covered Person's place of residence. If the immobilised Covered Vehicle is towed to a repair workshop more than 51 km from the Covered Person's residence, Platinum Card Assistance will arrange and pay expenses up to AUD400 or 400 km, whichever is less, for the transportation of the Covered Person and up to four passengers back to the Covered Person's place of residence.

3.6 Return or Collection of Vehicle after Repair

3.6.1 Less than 50 km from the Covered Person's Home:

If a Covered Vehicle is to be retrieved from a repair workshop located less than 50 km from the Covered Person's home, Platinum Card Assistance shall arrange a convenient time, book and pay for a taxi to take the Covered Person to the workshop to retrieve his/her vehicle.

3.6.2 More than 51 km from the Covered Person's Home:

If a Covered Vehicle is to be retrieved from a repair workshop located more than 51 km from the Covered Person's home, Platinum Card Assistance will arrange and pay expenses up to AUD400 or 400 km, whichever is less, for the Covered Vehicle to be delivered by a registered transporter to a depot

3.3.7 You must ensure that any driver of the vehicle has a fully valid driving licence.

3.3.8 If you or anyone acting for you uses fraudulent or dishonest means, or makes a false statement to:

- obtain cover; OR
- make a false claim;

then all benefits under this policy will be lost. Any fraudulently obtained benefits must be repaid to Platinum Card Assistance.

3.3.9 You will be required to provide us with your American Express Card or other payment card to cover any costs or expenses Platinum Card Assistance has paid out on your behalf which are not covered under the terms of this policy.

3.4 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), Platinum Card Assistance will arrange and pay for the rental of a Category 3 vehicle from an independent car rental company nominated by Platinum Card Assistance, for use for a maximum of three consecutive days by the Covered Person, providing towing of the Covered Vehicle to the workshop has been arranged by Platinum Card Assistance. The make and model of the rented vehicle are at the discretion of Platinum Card Assistance. Only the Covered Person shall be registered as the driver of the rented vehicle. The Covered Person will be responsible for costs of insurance cover, fuel and oil, excess waivers, GPS devices and other requirements

near the Covered Person's residence. Providing the depot is located within 50 km from the Covered Person's home, Platinum Card Assistance shall arrange a convenient time (but limiting consequential expenses such as parking charges at the depot), book and pay for a taxi to take the Covered Person to the workshop to retrieve his/her vehicle.

3.7 Exclusions

- 3.7.1 Any claim arising from participation in motor racing, rallies, speed or duration tests or practicing for such events.
- 3.7.2 Any previously inadequate repair to the insured vehicle.
- 3.7.3 Any claim where the insured vehicle has not been maintained or operated in accordance with the manufacturer's recommendations.
- 3.7.4 Any claim where the insured vehicle has been used for hire or reward, or for the carriage of commercial goods.
- 3.7.5 Any loss or damage deliberately carried out or deliberately caused by the American Express Platinum Card member, Supplementary Card member or Driver employed by American Express Platinum Card member, at the time of an incident.
- 3.7.6 Any loss, damage, or expense which at the time of happening is insured by, or would but for the existence of this Policy, be insured by any other existing certificate, Policy, or any motor organisation's service. If you have any other Policy in force, which may cover the event, for which you are claiming, you must tell Platinum Card Assistance.

4. Home Assistance

Platinum Card Assistance will provide emergency Home Assistance services to a Covered Person as follows:

- (a) 24-hour referrals to service providers, including: plumbers, locksmiths, electricians, air conditioning service specialists;
- (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 the residence of the Covered Person. All charges relating to labour and spare parts are to be borne by the Card member.

In the case of a non-emergency, call-out arrangements will be made, but call-out costs will be the full responsibility of the Covered Person.

4.1 Definitions

Emergency – Is a circumstance, which poses an immediate threat to the physical safety of the home or contents that requires service in less than 24 hours, eg, burst water pipe or during a storm a branch falls through the roof of the home

Platinum Card Assistance will provide emergency Home Assistance services to a Covered Person as follows:

- (a) 24-hour referrals to service providers, including: plumbers, locksmiths, electricians, air conditioning service specialists;
- (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 the residence of the Covered Person. All charges relating to labour and spare parts are to be borne by the Card member.

In the case of a non-emergency, call-out arrangements will be made, but call-out costs will be the full responsibility of the Covered Person.

4.2 General Conditions and Exclusions

- (i) Any fraud, forgery or false evidence on the part of the Covered Person shall automatically end obligations to provide the Covered Person with assistance services on that particular occasion.
- (ii) Platinum Card Assistance shall use all available means to provide all assistance services as detailed in Card member literature. However, Platinum Card 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 disturbances 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 the agreement.
- (iii) As a general rule, Platinum Card Assistance shall not reimburse costs for which it was not contacted in the first instance in accordance with this Agreement.

HOW TO MAKE A CLAIM

MAKING A CLAIM UNDER AMERICAN EXPRESS PLATINUM CHARGE INSURANCES

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

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

Claiming under Medical Emergencies Cover, Baggage, Money and Documents Cover, Trip Cancellation Cover and Loss Damage Waiver Cover.

1. In the event of a medical emergency or for travel assistance whilst overseas call the Emergency Assistance Company on **+61 2 9271 3767**.
2. For non-emergencies and to obtain claim forms call the Appointed Claims Handler on **+61 2 9461 2268**.
3. You must submit a fully completed claim form and all supporting documentation within twenty-eight (28) days of You returning to Your Country of Residence to AXA Assistance Australia Pty Ltd (ABN 22 086 648 464), PO Box 227, St Leonards NSW 2065.
4. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
5. You should keep copies of all documents that You send to the Appointed Claims Handler.
6. Payment will be made within thirty (30) days if You are entitled to receive reimbursement.

Claiming under all other sections

1. A written notice of a claim must be addressed to The Claims Department, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, within twenty (20) days after the occurrence or commencement of any loss covered under these sections or as soon as reasonably practicable thereafter.
2. For a claim form please contact Us on 1800 688 640.
3. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
4. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

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.

DISPUTE RESOLUTION

If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. A brochure describing this process is available on request from Us on **1800 810 624** or email dispute.resolution@acegroup.com. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days.

If You are unhappy with the outcome of Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Financial Ombudsman Service run by Financial Ombudsman Service Ltd (**FOS**). This external dispute resolution panel can make decisions which We are obliged to comply with. Further information about FOS is available by contacting them at:

Postal Address: GPO Box 3, MELBOURNE VIC 3001
 Telephone: 1300 780 808
 Facsimile: (03) 9613 6399
 Email: info@fos.org.au
 Website: www.fos.org.au

PRIVACY

ACE Insurance Limited ("ACE") is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at www.aceinsurance.com.au.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as assessors and call centres), other companies in the ACE group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside Australia.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

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

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: 1800 815 675 or email customer.relations@acegroup.com.

