

The Low Rate Credit Card
from American Express®
Insurance Terms and Conditions

Effective from 31 January 2017

Realise
the
potential™

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THE LOW RATE CREDIT CARD FROM AMERICAN EXPRESS® TERMS AND CONDITIONS

THE LOW RATE CREDIT CARD FROM AMERICAN EXPRESS INSURANCES

POLICY NUMBER: 09NACLRCP

COVER IS EFFECTIVE FROM 31 JANUARY 2017

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

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

Please note that amounts quoted are in Australian dollars.

ACTIVATION OF PURCHASE PROTECTION COVER:

Cover is effective when You purchase Eligible Items on the Low Rate Credit Card from American Express.

ACTIVATION OF REFUND PROTECTION COVER:

Cover is effective when You purchase Eligible Items on the Low Rate Credit Card from American Express in Australia.

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

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb).

Address: Grosvenor Place, Level 38, 225 George Street,
SYDNEY NSW 2000 Australia

Postal Address: GPO Box 4065, SYDNEY NSW 2001

Telephone: 1800 236 023

Overseas Telephone: +61 2 9335 3492

Facsimile: +61 2 9335 3467

Email: CardmemberServices.ANZ@Chubb.com

TERMS AND CONDITIONS

Important information about this cover

These Terms and Conditions set out important information about Purchase Protection and Refund Protection for Low Rate Credit Card from American Express Card Members.

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

AEAL holds a Master Policy (Chubb reference number 09NACLRCPP), the "Master Policy", with Chubb.

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

Access to this insurance is provided to You solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth). You are not a contracting insured (e.g. You cannot vary or cancel the cover – only AEAL can do this) and You do not enter into any agreement with Us. AEAL is not the insurer, does not guarantee or hold this right on trust for You and does not act as Chubb's agent (that is, on behalf of Chubb). Neither AEAL nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001 (Cth)) of Chubb or any of its related companies.

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

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

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

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

These Terms and Conditions were prepared on 12 March 2014.

Updating these Terms and Conditions

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

Benefits and Scope of Cover

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

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

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

Termination

Cover will terminate at the earlier of the following:

- cancellation of Your Low Rate Credit Card from American Express account; or
- termination of the Master Policy.

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

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

DEFINITIONS

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

Chubb means Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) of Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000 Australia, the insurer of the Master Policy held by AEAL.

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

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

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

Eligible Item means an item:

- (i) that is purchased solely for personal use; and
- (ii) that is new and has not been used; and
- (iii) the cost of which has been charged to Your Low Rate Credit Card from American Express.

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

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

Purchase Price means the amount shown on Your Low Rate Credit Card from American Express statement of account.

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

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

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

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

You/Your means any person provided they are a Low Rate Credit Card from American Express Card Member.

BENEFITS

SECTION (A) PURCHASE PROTECTION COVER

Cover

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

1. Loss, theft or damage of Eligible Items

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

We will pay up to:

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

Terms and Conditions applicable to Purchase Protection Cover

1. If an Eligible Item has been partially paid for with Your Low Rate Credit Card from American Express, then We will only pay such percentage of the Purchase Price that was paid with Your Low Rate Credit Card from American Express.
2. Claims made for an Eligible Item belonging to a Pair or Set, will be paid to You up to the full Purchase Price of the Pair or Set, provided the items are not usable individually and cannot be replaced.
3. Eligible Items which are left Unattended in a Public Place accessible to the public and which are not subsequently recovered shall not constitute theft or loss.
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 Low Rate Credit Card from American Express account and, upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.
6. Lost or stolen Eligible Items must be reported to the police within forty-eight (48) hours of discovery of the loss or theft.

Exclusions under Purchase Protection Cover

Cover does not extend to:

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

Excess applicable to Purchase Protection Cover

\$50 per claim.

SECTION (B) REFUND PROTECTION COVER

Cover

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

1. Refund protection of unused Eligible Items

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

We will pay:

- (a) up to \$500 for one Eligible Item; and
- (b) no more than \$2,000 in any three hundred and sixty-five (365) day period.

Terms and Conditions applicable to Refund Protection Cover

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

Exclusions under Refund Protection Cover

Cover does not extend to :

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

Excess applicable to Refund Protection Cover

Nil

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS

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 or liability that is covered by any of the following types of insurance entered by You, either before or after You have access under this cover:
 - insurance that you are required to effect under Australian laws;
 - travel insurance;
 - life insurance;
 - consumer credit insurance;
 - credit card insurance;
 - private health insurance;
 - home and contents insurance;
 - business insurance;
 - public liability insurance;
 - income protection insurance;
 - third party property motor vehicle insurance; or
 - comprehensive motor vehicle insurance; and
 - insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

HOW TO MAKE A CLAIM

To make a non-emergency claim, please visit www.americanexpress.com/australia/claims.

MAKING A CLAIM UNDER LOW RATE CREDIT CARD FROM AMERICAN EXPRESS INSURANCES

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

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

Claiming under the Low Rate Credit Card from American Express Insurances

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

Chubb'S COMPLAINTS AND DISPUTE PROCEDURES

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

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O 1800 815 675
E Complaints.AU@chubb.com

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

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

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

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

Stage 2 – Internal Dispute Resolution Procedure

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

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

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

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

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

Stage 3 – External Dispute Resolution

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

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

You may contact FOS at any time at:

Financial Ombudsman Service Australia
GPO Box 3
Melbourne VIC 3001
O 1800 367 287
F +61 3 9613 6399
E info@fos.org.au
www.fos.org.au

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

PRIVACY

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

Personal Information Handling Practices

Collection, Use and Disclosure

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

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

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

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

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

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

Your Choices

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

How to Contact Us

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

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

GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

FINANCIAL CLAIMS SCHEME

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

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

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

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



American Express Australia Limited (ABN 92 108 952 085).

Australian Credit Licence No. 291313

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americanexpress.com.au



All information correct at 31 January 2017