

green from American Express®

American Express

Personal Green Card™

Insurance Terms and Conditions

Effective 1 July 2019

## American Express® Green Card Insurances

Policy Number: 09NACPGC5 Cover is effective from 1 July 2019

These Terms and Conditions were prepared on 1 April 2019

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

Please familiarise Yourself with its contents. We want to ensure You are clear about what Your American Express Green 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 quoted are in Australian dollars.

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## 1. ELIGIBILITY & ACTIVATION OF INSURANCE BENEFITS

**Important:** In order to be eligible for the complimentary insurance benefits, You must first purchase the full fare for a Trip, or an Eligible Item, on the American Express Green Charge Card Account. See the table below for details about when You are eligible for cover:

<b>ACTIVATION OF TRANSPORT ACCIDENT COVER:</b>
Cover is effective when You pay the full fare for a Trip on the American Express Green Charge Card Account or with American Express Membership Rewards points.
<b>ACTIVATION OF TRAVEL INCONVENIENCE COVER:</b>
Cover is effective when You pay the full fare for a Trip on the American Express Green Charge Card Account or with American Express Membership Rewards points.
<b>ACTIVATION OF PURCHASE PROTECTION COVER:</b>
Cover is effective when You purchase Eligible Items on the American Express Green Charge Card Account.
<b>ACTIVATION OF REFUND PROTECTION COVER:</b>
Cover is effective when You purchase Eligible Items on the American Express Green Charge Card Account in Australia.
<b>ACTIVATION OF BUYER'S ADVANTAGE COVER:</b>
Cover is effective when You purchase Eligible Products on the American Express Green Charge Card Account.

**Important:** Additional Card Members are **not covered** for the Travel Inconvenience Benefit (see table below). If You are an Additional Card Member or an Additional Card Member is travelling with you on a Trip, You should consider whether these benefits provide adequate cover.

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

Section	Benefit	Primary Card Member	Additional Card Member
<b>TRANSPORT ACCIDENT COVER</b>			
A	Transport Accident Cover	✓	✓
<b>TRAVEL INSURANCE COVER</b>			
B	Travel Inconvenience Cover	✓	No Cover
<b>PURCHASE PROTECTION COVER</b>			
C	Purchase Protection cover	✓	✓
<b>REFUND PROTECTION COVER</b>			
D	Refund Protection cover	✓	✓
<b>BUYER'S ADVANTAGE COVER</b>			
E	Buyer's Advantage cover	✓	✓

For travel emergencies, please contact Chubb Assistance on +61 2 9335 3492.

**IF YOU REQUIRE EMERGENCY ASSISTANCE ANYWHERE IN THE WORLD CONTACT THE LOCAL TELEPHONE OPERATOR AND REQUEST A REVERSE CHARGE CALL.**

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

Address:	Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000 Australia
Postal Address:	GPO Box 4065, SYDNEY NSW 2001
Telephone:	1800 236 023
Overseas Telephone:	+61 2 9335 3492
Facsimile:	+61 2 9335 3467
Email:	CardmemberServices.ANZ@Chubb.com

## 2. SUMMARY OF BENEFITS AND SCOPE OF COVER

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

Section	Benefit	Summary	Page
<b>TRANSPORT ACCIDENT COVER</b>			
A	Transport Accident Cover	Cover for: <ul style="list-style-type: none"> <li>Loss arising while riding as a passenger on, or transport to/from a Common Carrier Conveyance</li> <li>Loss arising while in a departure or destination terminal</li> <li>Loss arising from exposure and disappearance.</li> </ul>	6
<b>TRAVEL INCONVENIENCE COVER</b>			
B	Travel Inconvenience Cover	Cover for: <ul style="list-style-type: none"> <li>delayed flight departure, flight cancellation, denied flight boarding, missed flight connection</li> <li>luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight.</li> </ul>	7
<b>PURCHASE PROTECTION COVER</b>			
C	Purchase Protection Cover	Cover for: <ul style="list-style-type: none"> <li>loss, theft or damage to an Eligible Item within 90 days of purchase.</li> </ul> <b>Excess: \$50 per claim</b>	8
<b>REFUND PROTECTION COVER</b>			
D	Refund Protection Cover	Cover for: <ul style="list-style-type: none"> <li>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.</li> </ul>	9
<b>BUYERS ADVANTAGE COVER</b>			
E	Buyers Advantage Cover	Cover for: <ul style="list-style-type: none"> <li>the breakdown or defect of Eligible Products during the Buyer's Advantage Period</li> </ul>	9

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.

### Exclusions and Limitations

As with all insurance policies, there are some very important exclusions and limitations that apply. You should read this document carefully. This policy contains both general and specific exclusions. General exclusions apply to all parts of the Policy and can be found at page 11 under the section titled General Exclusions. Specific exclusions apply only to specific parts of the policy and can be found at the end of each benefit section.

### Termination

Cover will terminate at the earlier of the following:

- cancellation of the American Express Green Charge Card 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. A copy of any updated information is available to You at no cost by visiting the website at [americanexpress.com.au/cards](http://americanexpress.com.au/cards)

This document replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Master Policy provided prior to the effective date of these Terms and Conditions.

### 3. IMPORTANT INFORMATION ABOUT THIS COVER

These Terms and Conditions set out important information about Transport Accident Cover, Travel Inconvenience Cover, Purchase Protection Cover, Refund Protection Cover and Buyer's Advantage Cover.

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

AEII holds a Master Policy (Chubb reference number 09NACPGC5 the "Master Policy") with Chubb.

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

Access to this insurance is provided to You solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). You are not a contracting insured (i.e. You cannot vary or cancel the cover – only AEII can do this) and You do not enter into any agreement with Us. AEII 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 AEII nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001 (Cth)) of Chubb or any of its related companies.

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

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

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

#### Updating these Terms and Conditions

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at [americanexpress.com.au/cards](http://americanexpress.com.au/cards). Chubb will issue a new document or a supplementary document to AEII to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

### 4. 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 AEII.

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

**AEII** means American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) of 12 Shelley Street Sydney NSW 2000, the Master Policy holder.

**American Express Australia** means American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000.

**American Express Green Charge Card Account** means an American Express Green Charge Card account issued by American Express Australia, billed from Australia and in Australian dollars.

**Additional Card Member** means:

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

**Please note:** Additional Cards are referred to as Supplementary Cards in some Terms and Conditions and marketing materials.

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

**Close Relative** means spouse, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

**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 on a Common Carrier Conveyance:

- (a) between the point of departure and the final destination as shown on Your ticket; and
- (b) for which the entire fare has been charged to Your American Express Green Charge Card Account (or equivalent in American Express Membership Rewards points).

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

**Domestic Trip** means:

1. a trip that is more than 150km from Your place of residence and is within Australia; and
2. for which the full fare has been charged to an American Express Green Charge Card Account (or paid for with the equivalent American Express Membership Rewards points).

**Eligible Item** means an item:

1. that is purchased solely for personal use; and
2. that is new and has not been used; and
3. the cost of which has been charged to an American Express Green Charge Card Account.

**Injury** means bodily injury which:

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

**Insolvency** means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

**International Trip** means:

1. a trip anywhere outside Australia; and
2. for which the full fare has been charged to an American Express Green Charge Card Account (or paid for with equivalent American Express Membership Rewards points).

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

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

**Primary Card Member** means:

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

Primary Card Member does not include an Additional Card Member.

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

**Purchase Price** means the amount shown on the American Express Green Charge Card Account 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.

**Specially Designated List** means names of a person, entities, groups, corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

**Terrorism** means activities against persons, organisations or property of any nature:

1. that involves the following or preparation for the following:
  - (a) use of, or threat of, force or violence; or
  - (b) commission of, or threat of, force or violence; or
  - (c) commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. when one (1) or both of the following applies:
  - (a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - (b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Trip** means:

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

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence within Australia; and
2. when Your Trip exceeds sixty two (62) consecutive days; and
3. when You have travelled a total of one hundred and twenty (120) days during each year of American Express Green Charge Card Account membership.

Each Domestic Trip or International Trip must commence and end in Australia.

**You/Your** means:

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

A – Transport Accident Cover;

C – Purchase Protection Cover;

D – Refund Protection Cover;

E – Buyer's Advantage Cover;

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

## 5. BENEFITS

### SECTION (A) TRANSPORT ACCIDENT COVER

#### Cover

Cover is provided under this section 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 that results in a Loss 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 that results in a Loss 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 that results in a Loss due to an accident while You are in either the point of departure terminal or destination terminal (both as designated on Your ticket), We will pay the applicable benefit amount noted in 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 that results in a Loss, 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	150,000
<i>Dismemberment:</i>	
Loss of both hands or both feet	150,000
Loss of one (1) hand and one (1) foot	150,000
Loss of entire sight of both eyes	150,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	150,000
Loss of one (1) hand or one (1) foot	75,000
Loss of the entire sight of one (1) eye	75,000

### Terms and Conditions applicable to Transport Accident Cover

1. 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.
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 of the American Express Cards which provide cover in relation to the accident and Loss in question.
3. Benefits will be paid in Australian dollars to You or, in the case of You Loss of life, to Your estate.

## SECTION (B) TRAVEL INCONVENIENCE COVER

### Cover

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

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document. The maximum We will pay out under each subsection below where more than one person claims for expenses on the same American Express Green Charge Card Account is double the benefit per event.

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

If during a Trip, departure of Your Scheduled Flight is delayed for four (4) hours or more, cancelled, or You are denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to \$200.

#### 2. Missed flight connections

If during a Trip, Your onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of Your incoming connecting Scheduled Flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of the incoming flight, We will reimburse You for hotel accommodation and restaurant meals or refreshments up to \$200.

#### 3. Luggage delay checked on Scheduled Flight

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

#### 4. Extended luggage delay checked on Scheduled Flight

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

### Terms and Conditions applicable to Travel Inconvenience Cover

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

#### Exclusions under Travel Inconvenience Cover

Cover does not extend to any loss arising from:

1. confiscation or requisition by customs or other government authorities.
2. Your failure to take reasonable measures to save or recover lost luggage.
3. Your failure to notify the relevant airline authorities of missing luggage at the destination point or to obtain and complete a property irregularity report.
4. luggage delay or extended luggage delay on Your arrival back in Australia.

#### SECTION (C) PURCHASE PROTECTION COVER

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

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

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

#### Cover

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

#### 1. Loss, theft or damage of Eligible Items

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

We will pay up to:

- (a) AUD20,000 in any one (1) three hundred and sixty-five (365) day period;
- (b) AUD2,500 per event.

#### Terms and Conditions applicable to Purchase Protection Cover

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

#### Exclusions under Purchase Protection Cover

Cover does not extend to:

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

#### Excess applicable to Purchase Protection Cover

\$50 per claim

## SECTION (D) 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.

### Refund protection of unused Eligible Items

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

We will pay:

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

### Terms and Conditions applicable to Refund Protection Cover

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 Green Charge Card 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 provides the same or a better benefit than this benefit.
4. Eligible Items that can be returned to the Retailer in accordance with rights provided by existing legislation.
5. jewellery; precious stones; rare and precious coins or stamps; one of a kind items including antiques, artwork and furs, cash or its equivalents, travellers' cheques, tickets or negotiable instruments; services, including services ancillary to Eligible Items; PDAs, Mobile Phones or their accessories, recorded media (including but not limited to CDs, DVDs, computer software, video and audio tapes); books; animals and living plants; consumable and perishable goods; healthcare items; used or rebuilt and refurbished items; closing down sale items; motorised vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

### Excess applicable to Refund Protection Cover

Nil

## SECTION (E) BUYERS ADVANTAGE COVER

### Specific Definitions under Buyers Advantage Cover

**Buyer's Advantage Period** means:

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

**Eligible Product(s)** means a product which:

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

**Excluded Product(s)** are:

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

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

## Cover

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

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

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

We may at Our option:

1. repair, rebuild or replace the Eligible Product; or
2. pay the reasonable costs to repair, rebuild, or replace the Eligible Product; or
3. pay the actual purchase price (including GST) of the Eligible Product(s) charged to the American Express Green Charge Card Account; and the maximum amount We will pay for all claims by You in any twelve (12) month period is \$7,000 (including GST).

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

### Exclusions under Buyer's Advantage Cover:

Buyer's Advantage does not cover:

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

### Making a claim under Buyer's Advantage Cover

You must:

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

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

### General Exclusions

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

1. any Trip that is longer than sixty-two (62) consecutive days;
2. when you have travelled in excess of one hundred and twenty (120) days during Your American Express Green Charge Card Membership year;
3. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
4. Your intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof.
5. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.).

6. any loss or expense with respect to Cuba for US Citizens and others under US jurisdiction or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.
7. 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.
8. service in the military, naval or air service of any country.
9. participation in any military, police or fire-fighting activity.
10. activities undertaken as an operator or crew member of any conveyance.
11. flying in military aircraft or any aircraft which requires special permits or waivers.
12. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
13. 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.
14. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
15. taking of alcohol in combination with any drug or medication.
16. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with.
17. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
18. 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 or liability that is covered by any of the following types of insurance entered by You before or after You have access under this cover.
  - (a) insurance that You are required to effect under Australian laws;
  - (b) travel insurance;
  - (c) life insurance;
  - (d) consumer credit insurance;
  - (e) credit card insurance;
  - (f) private health insurance;
  - (g) home and contents insurance;
  - (h) business insurance;
  - (i) public liability insurance;
  - (j) income protection insurance;
  - (k) third party property motor vehicle insurance;
  - (l) comprehensive motor vehicle insurance;
  - (m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

## 7. HOW TO MAKE A CLAIM

1. When making a claim You must supply Your American Express Green Charge Card Account Number.
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
3. provide proof of purchase for items being claimed. If no proof of purchase can be provided Your claim may not be paid, and this decision will be made at Our complete discretion.
4. disclose to Us details of any other insurance cover under which You may be entitled to claim.

### MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS

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

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

#### Claiming under the Terms and Conditions

1. 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.

## 8. COMPLAINTS AND DISPUTE RESOLUTION

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1800 815 675 or email [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com). To assist Chubb with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. Chubb's complaints and dispute procedures are as follows:

#### Stage 1 – Complaint Handling Procedure

If You are dissatisfied with any of Chubb's products or services and You wish to lodge a complaint, please contact Us at:

The Complaints Officer  
Chubb Insurance Australia Limited  
Postal address: GPO Box 4907 Sydney NSW 2001  
Telephone: 1800 815 675  
Facsimile: (+61 2) 9335 3467  
Email: [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

We will respond to Your complaint within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

#### Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be treated as a dispute and referred to Chubb's dispute resolution team at:

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
Postal address: GPO Box 4907 Sydney NSW 2001  
Telephone: (+61 2) 9335 3200  
Facsimile: (+61 2) 9335 3467  
Email: [DisputeResolution.AU@Chubb.com](mailto:DisputeResolution.AU@Chubb.com)

We will respond to Your dispute within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

### Stage 3 – External Dispute Resolution

If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may refer the matter to the Australian Financial Complaints Authority (AFCA) for review. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its Rules and its contact details are:

Australian Financial Complaints Authority  
Postal address: GPO Box 3, Melbourne VIC 3001  
Telephone: 1800 931 678  
Facsimile: (+61 3) 9613 6399  
E-mail: info@afca.org.au  
Web: www.afca.org.au

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

## 9. PRIVACY

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://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 and these may be outside of Australia. In particular, certain business process functions of Chubb are performed by a dedicated servicing unit located in the Philippines. 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 1998 (Cth).

#### *Your Choices*

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

#### *How to Contact Us*

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

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

## 10. GENERAL INSURANCE CODE OF PRACTICE

Chubb is a signatory to the General Insurance Code of Practice (the **Code**). The Code sets out minimum standards that Chubb will uphold in respect of the products and services that We provide. Further information about the code is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## 11. FINANCIAL CLAIMS SCHEME AND COMPENSATION ARRANGEMENTS

We are an insurance company authorised under the Insurance Act 1973 (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 contains prudential standards and practices 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:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49; and
- We are exempted by the Corporations Act 2001 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 that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.



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