

American Express® Card Insurance Australia

Terms and Conditions

Effective 13th July 2024
David Jones American Express Card



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Terms And Conditions

This Policy is effective from 13/07/2024

American Express® Card Insurance Policy Number: 09NACQCC06

Eligible American Express Card Products

This Policy applies to the following American Express Card Account products only:

- (a) David Jones American Express Card;

About this Policy

This Policy sets out important information about the insurance benefits available to Card Members, Additional Card Members, their Spouses and Dependent Children. It explains the nature of the arrangements and relevant benefits and risks. If You feel that this product does not meet Your specific needs and intended coverage, this Policy may not be right for You. You may need to buy separate or additional insurance if this Policy does not cover You for all the things You need cover for.

This document provides general advice only. It does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

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

This Policy offers Retail item cover.

Termination

Cover will be terminated at the:

- termination of the Group Policy.

Upon termination of the Group Policy, the insurance benefits will no longer be available to Card Members after the termination date. If You have satisfied the eligibility criteria prior to the termination of the Group Policy, cover is still available with respect to the cover section(s) that You are eligible for. American Express will always notify You in advance if the Group Policy is to be terminated.

Remember to Check This Policy

It is important to check this Policy from time to time to remind yourself of what is and isn't covered.

You may need to buy separate or additional insurance if this Policy does not cover You or the things You need cover for.

Please familiarise yourself with this Policy. We want to ensure You are clear about what it covers and what it does not cover or excludes. If You are unclear about anything in this document, please call 1800 236 023 and Our insurance team will be happy to assist You with any enquiries.

Making a Claim

If You need to make a claim, keep supporting documents and proof of any loss, including all police reports, sales receipts and card statements showing any purchases made. See Section '**How To Make A Claim**' for more detail.

Changes to This Policy

The cover under this Policy may be updated from time to time. A copy of the current policy wording can always be found by visiting the American Express Australia website at: <https://www.americanexpress.com/au/insurance/insurance-with-your-card/>. This document replaces and supersedes any Policy issued prior to the effective date.

Important Things to Know About This Policy

We have listed a number of important things (below) that You should know about this Policy. This information is not intended to be a complete list of all coverage sections, terms, conditions or exclusions under this Policy. Rather, the information is intended as a quick reference point to assist You in Your understanding of this Policy.

Excess

Where applicable, an Excess is applied for each Event. If a claim is covered, the Excess is first deducted from the amount We will pay and before any relevant depreciation and limits have been applied to the claim amount. The applicable Excess amount is specified in the Schedule of Benefits.

Exclusions Within This Policy

As with all insurance, there are certain exclusions that apply. Some exclusions only apply to certain benefits under this Policy, while other exclusions apply to all claims. You should read the following:

- a) General Exclusions and General Conditions sections within this Policy, which apply to all claims.
- b) Each cover section includes information about what We cover and any terms and conditions and exclusions that apply to the cover section.

To ensure You understand when We will pay for a claim, You should read each section carefully.

Age Limits

Please note that to be eligible for some of the benefits under this Policy, age limits apply. Please see the table below for a summary of the age limits that apply within this Policy.

Cover Section	Age Limit
Age Limit for Covered Person	
Card Purchase Cover (Section A)	No age limitations apply for these cover sections.
Card Refund Cover (Section B)	

Fraud

Chubb takes insurance fraud seriously. Creation or submission of false documents, or exaggerating a genuine claim is considered insurance fraud. Such behaviour has a negative impact on the cost of insurance for all customers.

We use Our dedicated special investigations unit at Chubb to detect and investigate selected claims daily. When the evidence supports it, Chubb will report suspect claims to the police and dedicate resources to assisting any potential criminal prosecutions.

Australian Law

Your Policy is governed by the laws of the State or Territory of Australia where Your Home is. Any dispute or action in connection with Your Policy will be conducted and determined in the courts of the State or Territory of Australia in which Your Home is.

Australian Currency

All payments made under this Policy must be in Australian currency.

Eligibility for Cover Under This Policy

Cover under this Policy is only available to Card Members who meet the eligibility criteria. You need to use Your American Express Card Account in accordance with the Eligibility Table below. Not all cover sections have the same eligibility criteria, so it is important You understand when the benefits under this Policy become available to You.

Eligibility Table

Cover Section	Eligibility Criteria To be eligible for the benefits under the cover section(s) of the Policy, the following eligibility criteria needs to be met:	When are benefits available under the Policy?	When are no benefits available under this Policy?
Card Purchase Cover (Section A) Card Refund Cover (Section B)	- You are a Card Member or an Additional Card Member or their: - Spouse; or - Dependent Child. - You are a Resident of Australia. - You purchase an Eligible Item and pay the entire cost using Your: - American Express Card Account; and/or - corresponding American Express Membership Rewards points/Qantas Points/Velocity Points/Rewards Points (as applicable).	If You have satisfied the eligibility criteria, You will be eligible to make a claim for the Eligible Item that eligibility condition 3 applies to.	There is no cover under this Policy if: You do not meet the eligibility criteria; Please also refer to the Terms, Conditions and Exclusions within each cover section (A or B below) and the General Exclusions and General Conditions within this Policy.

IMPORTANT INFORMATION: American Express has the right to change or terminate the Group Policy and your insurance benefits under it. American Express will always notify you before making any change to the Group Policy that materially impacts your insurance benefits.

If You Change Your American Express Card Account Product

If You change Your American Express Card Account product to another card offered by American Express (e.g. a card downgrade or upgrade), you will not be entitled to cover under this Policy and the insurance benefits will stop.

The card you hold at the date of the claim Event will determine which

insurance benefits you have. If your new American Express card comes with insurance benefits, you may be entitled to cover under that new policy. You should always check before changing to another American Express card whether that card comes with insurance benefits, and the terms and conditions associated with any such insurance benefits to ensure the level of cover is right for You.

Please see the table below for more information.

AMERICAN EXPRESS CREDIT CARD INSURANCE

American Express card at the date of Qualifying Purchase	American Express card at the date of claim Event	Which policy applies?
Your American Express Card Account product associated with this Policy.	A different American Express card with no insurance benefits.	This Policy will not apply as you changed Your American Express card. This means there is no cover under this Policy.
Your American Express Card Account product associated with this Policy.	A different American Express card with different insurance benefits (i.e. where you upgrade or downgrade to a different card).	This Policy will not apply as you changed Your American Express card. The policy of your new American Express card will apply, subject to the terms, conditions, limits and exclusions of that policy.
A different American Express card product with or without insurance benefits.	Your American Express Card Account associated with this Policy.	This Policy will apply. Cover is subject to the terms, conditions, limits and exclusions of this Policy.

For claims and general enquiries about this Policy, please contact Chubb:

Address: Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000 Australia
Postal Address: GPO Box 4907, SYDNEY NSW 2001
Telephone: 1800 236 023
Overseas Telephone: +61 2 9335 3492
Email: CardmemberServices.ANZ@Chubb.com

Coverage Summary

IMPORTANT

- The following table is a summary of cover only, it is not an exhaustive list of all limits, terms, conditions or exclusions in this Policy. It is intended to be a quick reference tool to help You understand the main benefits and some exclusions that apply.
- You should always read the full Policy for comprehensive details.

Section	Cover Description	Key Exclusions
Retail Item Protection		
A	Card Purchase Cover Covers theft or damage to Eligible Items within 90 days of purchase.	We will not pay for: • Eligible Items left Unattended in a Public Place (unless You have no option other than to leave the Eligible Items Unattended due to an emergency medical, security or evacuation situation); • Eligible Items left in an Unattended motor vehicle except where they are locked out of sight in a Secure Area which has been accessed by Forcible Entry or You have no option other than to leave the Eligible Items Unattended due to an emergency medical, security or evacuation situation.
B	Card Refund Cover Covers You for a refund of the purchase price on any unused Eligible Items that You wish to return which the retailer operating in Australia will not take it back (for up to 90 days after purchase).	We will not pay for: • Eligible Items returned because they are faulty; • claims where a store credit or credit note has been offered; • items purchased from a retailer outside Australia; • Eligible Items with a purchase price of \$50 or less; • used or second-hand items.

Schedule of Benefits

Please note that amounts quoted are in Australian dollars (unless otherwise stated).

Retail Item Protection			
Section of Cover	Cover Description	Benefit Limit	Excess Applies
Section A	Card Purchase Cover (section limit)	Up to \$20,000 in any three hundred and sixty-five (365) day period beginning when the first claim Event occurs	\$50
	Per Eligible Item	Up to \$2,500	
Section B	Card Refund Cover (section limit)	Up to \$2,000 in any three hundred and sixty-five (365) day period beginning when the first claim Event occurs	NIL
	Per Eligible Item	Up to \$500	

Definitions

The following words when used with capital letters in this document have the meaning given below. Wherever these words are used in plural in this Policy, they have the same meaning as the singular form shown below.

American Express means American Express Australia Limited (ABN 92108 952 085, AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000, the Group Policy holder.

American Express Card Account means an account issued by American Express Australia Limited, billed from Australia and in Australian dollars for the following card products:

- (a) David Jones American Express Card;

Additional Card Member means a person who is issued an additional American Express card that is connected to the Card Member's primary American Express Card Account (also known as a supplementary Card Member).

Card Member means a person who is issued an American Express Card Account as the primary account holder.

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, the insurer of the Group Policy held by American Express.

Covered Person means the Card Member or an Additional Card Member, and:

- 1. their Spouse;
- 2. their Dependent Child(ren)

who meets the eligibility criteria as specified in the Eligibility Table.

Dependent Child(ren) means any child (including stepchild or adopted child) of a Card Member, Additional Card Member or Spouse who is primarily dependent upon the Card Member or Spouse for maintenance and support, and who is:

- a) 25 years of age or younger; or
- b) of any age permanently mentally or physically incapable of selfsupport, as confirmed by medical evidence from a Doctor and who is permanently living with the Card Member or Spouse.

Eligible Item means an item:

- 1. that is purchased from a retailer solely for personal use; and
- 2. that is new and has not been used in any way at the time of purchase; and
- 3. the cost of which has been charged to Your American Express Card Account (including through the redemption of American Express Membership Rewards points/Qantas Points/Velocity Points/ Rewards Points as applicable).

Event(s) means an occurrence that gives rise to a claim for a benefit under Your Policy. Multiple occurrences attributable to one source or originating cause is deemed to be one Event.

Excess is the amount You must pay for each successful claim where indicated.

Forcible Entry means unlawful entry by forcible and violent means, as evidenced by a broken window, damaged or picked lock, broken hinge or door handle.

Group Policy means the group policy of insurance held by American Express as detailed in the '**General Information To Know About This Policy**' section of this Policy.

Home means Your usual place of residence in Australia (where You live).

Pair or Set means two or more items that are: i) used together;

ii) associated with each other; or iii) corresponding (including attached and unattached accessories) and regarded as 1 unit.

Policy means this document which details the insurance benefits available to You under the Group Policy including all relevant terms, benefit limits, conditions and exclusions.

Public Place means any place that is accessible by the public, including, shops, buses, planes, trains, Taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and entertainment venues.

Resident of Australia means an Australian citizen, or holder of an Australian visa [including a permanent residency visa, partner/spouse visa, Australian skilled migrant visa (including 457 and Temporary Skill Shortage (TSS) visa), or a student visa]:

- a) with a right to entry into Australia in accordance with their citizenship, residency or visa;
- b) with access to long-term medical care in Australia;
- c) who has a permanent Australian residential address; and
- d) who currently resides in Australia.

Secure Area means the locked dashboard, glove compartment, boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or station wagon, the fixed storage units of a motorised or towed caravan, or a locked luggage box locked to a roof rack locked to the vehicle, providing that, in each case, all items are out of sight.

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

Spouse means the Card Member's or the Additional Card Member's husband, wife, fiancé or defacto.

Taxi means a vehicle with a driver for public hire for passenger transportation, either hailed on the street or via a mobile phone application.

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 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.

Travelling Companion means a person travelling with You on a trip which has the same travel itinerary as You.

Unattended means when Your Eligible Item is not:

- a) worn or carried by You; or
- b) under Your observation and within 3 metres of You.

We/Our/Us means Chubb.

You/Your means a Covered Person.

Benefits

Section (A) Card Purchase Cover

This benefit is only available when You meet the eligibility criteria set out in the Eligibility Table.

COVER – CARD PURCHASE COVER

1. Theft Or Damage Of an Eligible Item

If Your Eligible Item is stolen or damaged within 90 days of purchase, We will:

- pay You the reasonable costs for the Eligible Item to be repaired if it is practical and economic for the Eligible Item to be repaired;
- if it is not practical and economic for You to have the Eligible Item repaired, We will reimburse You with the replacement amount not exceeding the original purchase price of the Eligible Item;

up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

TERMS AND CONDITIONS – CARD PURCHASE COVER

(Please also refer to the General Conditions Applicable to all Sections within this Policy).

1. If an Eligible Item has been partially paid for with either Your American Express Card Account or by using Your corresponding American Express Membership Rewards points / Qantas Points/

Velocity Points, then We will only pay such percentage of the purchase price that was paid with Your American Express Card Account or Your corresponding American Express Membership Rewards points/ Qantas Points / Velocity Points.

2. Any claims to a Pair or Set, if You agree to surrender the undamaged item(s) of the Pair or Set to Us and We agree to accept them, We will pay You the current replacement cost of the entire Pair or Set. If You do not agree to surrender the undamaged items, We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed. For example, if one earring is stolen, We will only pay 50% of the cost of replacement earrings
3. An Eligible Item which is left Unattended in a Public Place and which is not subsequently recovered will not constitute theft unless You have no option other than to leave the Eligible Item Unattended due to an emergency medical, security or evacuation situation.
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. You must provide Us with copies of invoices and/or receipts relating to the Eligible Item purchase. Upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.
6. Claims for theft or criminal damage must be reported to the local police and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to report the theft or criminal damage including details of the time and place You made the report, and the name and contact details of who You reported the theft or criminal damage to (to the extent such details are within Your power to provide).

EXCLUSIONS – CARD PURCHASE COVER

(Please also refer to the General Exclusions applicable to all Sections within this Policy).

We will not pay for or reimburse any costs arising from or relating to:

1. damage to an Eligible Item wilfully damaged by You;
2. claims for theft or criminal damage where there is insufficient evidence that You have taken reasonable steps to report the incident to the local police. Such evidence includes details of the time and place You made the report, and the name and contact details of who You reported the theft or criminal damage to (to the extent such details are within Your power to provide);
3. an Eligible Item which is left Unattended in a Public Place unless You have no option other than to leave the Eligible Item Unattended due to an emergency medical, security or evacuation situation;
4. normal wear and tear (damage that naturally and inevitably occurs as a result of normal wear or ageing) to Eligible Items;
5. damage to an Eligible Item caused by product defects;
6. theft of or damage to an Eligible Item left Unattended in a motor vehicle, except when:
 - i. the Eligible Item is locked out of sight in a Secure Area and Forcible Entry has been used by an unauthorised person to gain entry to the

- vehicle, and evidence of such Forcible Entry is available; **or**
- ii. You have no option other than to leave the Eligible Item Unattended due to an emergency medical, security or evacuation situation;

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;
8. theft of or damage to:
 - a. animal or plant life, perishable goods (including but not limited to food, drugs, fuel or oil);
 - b. software, operating systems or firmware;
 - c. cash, its equivalents, traveller's cheques, tickets or negotiable instruments;
 - d. a boat, automobiles, motorboats, airplanes or any other motorised vehicles and their integral parts and installed accessories;
 - e. second hand, including antiques.

EXCESS – CARD PURCHASE COVER

As noted in the Schedule of Benefits.

Section (B) Card Refund Cover

This benefit is only available when You meet the eligibility criteria set out in the Eligibility Table.

COVER – CARD REFUND COVER

1. Card Refund Cover For an unused Eligible Item

If You purchase an Eligible Item from a retailer operating in Australia and with an Australian address, and within 90 days from the date You purchased the Eligible Item You try to return it, and the retailer will not take it back, provided the Eligible Item is unused, You can return it to Us and We will reimburse You with the replacement amount not exceeding the original purchase price of the Eligible Item.

However, We will only pay up to the maximum relevant cover section limit inclusive of sub-limits as shown in the Schedule of Benefits.

TERMS AND CONDITIONS – CARD REFUND COVER

(Please also refer to the General Conditions Applicable to all Sections within this Policy).

1. You must provide to Us copies of invoices and/or receipts relating to the Eligible Item. Upon request, You must also provide Us with the unused Eligible Item.

EXCLUSIONS – CARD REFUND COVER

(Please also refer to the General Exclusions applicable to All Sections within this Policy).

We will not pay for or reimburse any costs arising from or relating to:

1. an Eligible Item that is faulty;
2. an Eligible Item with a purchase price of \$50 or less;

3. an Eligible Item purchased from the retailer where the retailer has an established return policy which provides the same or a better benefit than this benefit;
4. items purchased from a retailer outside of Australia;
5. an Eligible Item that can be returned to the retailer in accordance with rights provided by existing legislation;
6. 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, services, PDAs, Smartphones and accessories, recorded media (including but not limited to CDs, DVDs, computer software, video and audio tapes); books; animal and plant life; consumable and perishable goods (i.e. food items); healthcare items; used or rebuilt and refurbished items; sale or discounted items; motorised vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

EXCESS – CARD REFUND COVER

As noted in the Schedule of Benefits.

General Exclusions Applicable to Sections A–B above

These exclusions apply to all covers described in this Policy unless specified otherwise. They are listed in no particular order. There are also specific exclusions which You can find under each cover section.

Common Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

1. any person who is not a Resident of Australia;
2. any costs with respect to Cuba;
3. 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;
4. any loss which is recoverable from any other source including another insurance policy covering the same Event;

Conduct Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

5. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries. This exclusion does not apply to any Covered Person who is not the perpetrator of any such illegal act, or who did not know of or condone any such act;

World Event Exclusions

We will not pay for or reimburse any costs under any section of this Policy arising from or relating to:

6. 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 will not be deemed an act of war;

7. an act of Terrorism.

General 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 reasonably assist Us to do so.
2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. No amount payable under this cover will 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.
4. You must take all reasonable measures to avoid or minimise any claim.

How to Make a Claim

Please contact Us on 1800 236 023 or +61 2 9335 3492 for a claim form.

What will I need to submit a claim?

When making a claim You will need to provide:

1. Your American Express Card Account number (if available).
2. Your email address or alternative contact information, which allows Us to give You real-time updates on Your claim status or contact You for additional information.
3. supporting documents. The documents reasonably required vary based on claim type, but may include any relevant:
 - proof that You have purchased an Eligible Item;
 - receipts or other proof of expenses;
 - reports that have been obtained by the police; accommodation provider or transport provider about the loss, theft or damage;
 - product warranties or bank statements;
 - photographs or quotes;
 - additional evidence that We may reasonably request to enable Us to assess Your claim; and
 - intended payee information, which allows Us to quickly make approved payments.
4. disclose to Us details of any other insurance cover under which You may be entitled to claim.

What should I do before I submit a claim?

1. Take all reasonable steps to mitigate any further losses or unreasonable and unnecessary expenses.
2. Claims for loss, theft or criminal damage must be reported to the local police and a written report obtained where reasonably possible. If a written report is not provided, You must provide evidence that You have taken reasonable steps to report the loss, theft or criminal damage including details of the time and place You made the report, and the name and contact details of who You reported the loss, theft or criminal damage to (to the extent such details are within your power to provide).

When should I notify Chubb of my claim?

You should advise Us as soon as possible of an occurrence or an Event which could lead to a claim, or within 30 days of the Event taking place which gives rise to a claim, or as soon as reasonably practical.

Can I claim under this Policy if I can claim for the same expense under another insurance Policy?

If You wish to submit Your claim under this Policy, please advise Us if You have already made a claim under any other insurance policies or tell Us if You have any insurance policies in place which might respond to Your loss. As a general rule, the amount You can recover for Your expenses under this Policy or any other policies cannot exceed Your expenses.

Can I claim expenses that I have incurred in obtaining evidence to submit with my claim?

No, expenses incurred by You in obtaining evidence for Us to assess Your claim cannot be claimed as an expense under this Policy. These expenses are payable by You.

Do I need to help Chubb make recoveries for any amounts paid under this Policy?

Yes, You may need to help Us to make recoveries of any amounts that We pay You under this Policy. We have the right to sue any other party in Your name to recover money payable or paid under this Policy, or to choose to defend any action brought against You. You must provide reasonable assistance to Us in this regard.

How long will it take for my claim to be assessed?

Once all evidence to support Your claim has been submitted, if We approve Your claim, We will settle Your claim within 10 business days.

If my claim is approved, how long will it take for me to receive payment?

Once We have approved Your claim, if there is an associated payment due to You, We will issue the payment within 5 business days.

General Information About This Policy

The cover provided is subject to the terms, conditions and exclusions outlined in this Policy. If You make a claim, You are bound by them and must follow the claims procedures of this Policy.

Group Policy with Chubb

American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000 ("American Express") is the insured under the Group Policy.

Under the Group Policy entered into between American Express and Chubb, You get access to a range of insurance benefits detailed in this document. American Express has the right to terminate the Group Policy, cancel or suspend any insurance benefits, in which case You will no longer receive the insurance benefits. We will notify You as soon as reasonably possible if We take any of these actions.

Under the Group Policy entered into between American Express and Chubb, You get automatic access where You have met the eligibility requirements set out in the Eligibility Table, to the benefits detailed in this Policy provided by Chubb as the insurer. You are not charged by Chubb for these benefits and can access the relevant benefits if You are a Card Member.

This Policy replaces and supersedes any Policy previously issued prior to the effective date.

Section 48 of the Insurance Contracts Act

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

No Advice

American Express is not authorised to provide any advice, recommendations or opinions about this insurance on behalf of Chubb. No advice is provided by Chubb on whether this insurance is appropriate for Your needs, financial situation or objectives. You should read these terms and conditions carefully and contact Chubb if assistance is required.

Any general advice that may be contained within this Policy does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

Updating This Policy

Information in this Policy may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at <https://www.americanexpress.com/au/insurance/insurance-with-yourcard/>. Chubb will issue a new document or a supplementary document to American Express to advise of a change to the existing terms and conditions or to make any necessary corrections.

Other Insurance

If You are entitled to receive a benefit or make a claim under another insurance policy in respect of the same loss as Your claim under this Policy (for example a home and contents policy, an alternative mobile phone policy or the American Express Travel Insurance Policy Wording and Product Disclosure Statement), then Chubb is not liable to provide indemnity under this Policy until the amount of any indemnity under the other policy is exhausted. Therefore, any insurance cover under this Policy in respect of the same loss will only be excess insurance cover over and above the applicable policy.

Privacy Statement

In this Statement "We", "Our" and "Us" means Chubb Insurance Australia Limited (**Chubb**).

"American Express" means American Express Australia Limited, its subsidiaries and affiliates.

"You" and "Your" refers to Our customers and prospective customers as well as those who use Our website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. It also tells you about how we exchange Personal Information with American Express. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website at <https://www.chubb.com/au-en/footer/privacy.html>.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We Collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We Obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such an insurance intermediary

or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When Do We Disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Exchanging Personal Information with American Express

American Express is the holder of the Group Policy under which Your Card insurance benefits are provided. We may share and receive Personal Information from American Express in order to manage and administer the Group Policy and insurance benefits, manage and pay claims, resolve complaints, manage litigation, respond to requests from third parties (including regulators and media), and to develop and improve our products and customer service. American Express handles all Personal Information strictly in accordance with the Terms & Conditions and Privacy Statement applicable to your Card.

Your Decision to Provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and Correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: CustomerService.AUNZ@chubb.com

Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy at <https://www.chubb.com/au-en/footer/privacy.html> for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

Complaints and Dispute Resolution Process

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customers' concerns seriously and have detailed below the complaints process that You can access.

Complaints and Customer Resolution Service

Contact Details

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 Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411

E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our Response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as possible. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (<https://insurancecouncil.com.au/cop/>) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

P 1800 931 678 (free call)

F +61 3 9613 6399

E info@afca.org.au

W 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.

Financial Claims Scheme

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

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

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

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

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (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 insurancecouncil.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of this policy remain unchanged.

Chubb is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.



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