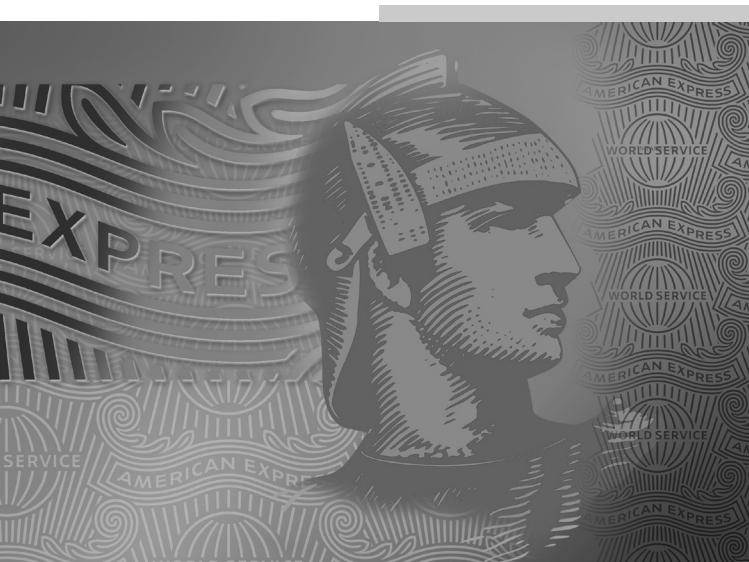


# American Express® Platinum Credit Card Insurance Terms and Conditions

Effective from  
1 April 2021



American Express® Platinum Credit Card Insurances

Policy Number: 09NACPLTCR Cover is effective from 1 April 2018.

These Terms and Conditions were prepared on 1 April 2021.

This booklet contains important information about Your American Express Platinum Credit 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 Platinum Credit Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call Chubb on 0800 703 702 and Our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in New Zealand dollars, unless otherwise stated.

## Table of contents

1. Eligibility and Activation of Insurance Benefits	4
2. Summary of Benefits and Scope of Cover	7
3. Important Information about this Cover	11
4. Definitions	13
5. Benefits	18
Section (A) Transport Accident Cover	18
Section (B) Card Account Balance Waiver Cover	20
Section (C) Travel Inconvenience Cover	20
Section (D) Medical Emergency Expenses Cover	22
Section (E) Resumption of Journey Cover	25
Section (F) Baggage, Money and Documents Cover	26
Section (G) Travel Cancellation Cover	29
Section (H) Special Events Cover	31
Section (I) Accidental Loss of Life Cover	32
Section (J) Personal Liability Cover	33
Section (K) Purchase Protection Cover	34
Section (L) Buyer's Advantage Cover	36
Section (M) Rental Vehicle Excess Cover	39
Section (N) Smartphone Screen Cover	39
6. General Terms and Conditions Applicable to all Sections A–N above	42
7. How to Make a Claim	44
8. Complaints and Dispute Resolution	45
9. Fair Insurance Code	47
10. Privacy Statement	47

# 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 Platinum Credit Card Account. See the table below for details about when You are eligible for cover:

<b>ACTIVATION OF TRANSPORT ACCIDENT AND CARD ACCOUNT BALANCE WAIVER COVER:</b>
Cover is effective when You pay the full fare for a Trip on the American Express Platinum Credit Card Account or with American Express Membership Rewards points.
<b>ACTIVATION OF TRAVEL INSURANCE COVER:</b>
Cover is effective when You pay the full fare for a Trip on the American Express Platinum Credit 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 Platinum Credit Card Account.
<b>ACTIVATION OF BUYER'S ADVANTAGE COVER:</b>
Cover is effective when You purchase Eligible Products on the American Express Platinum Credit Card Account.
<b>ACTIVATION OF RENTAL VEHICLE EXCESS COVER:</b>
Cover is effective when You charge the entire cost of hiring a Rental Vehicle to the American Express Platinum Credit Card Account.
<b>ACTIVATION OF SMARTPHONE SCREEN COVER:</b>
Cover is effective for each Smartphone when You pay the total cost of a: <ul style="list-style-type: none"><li>• Smartphone outright in a single transaction; or</li><li>• Smartphone on a monthly contract; or</li><li>• a rolling monthly 'SIM Only' plan for 3 consecutive months, using:<ul style="list-style-type: none"><li>(a) Your American Express Platinum Credit Card; or</li><li>(b) American Express Membership Rewards® points.</li></ul></li></ul>
<b>Important:</b> Where the Smartphone monthly contract commences with an alternative payment method before You switch to making your monthly payment with Your American Express Platinum Credit Card, cover will commence thirty (30) days after the date of the first monthly payment on Your American Express Platinum Credit Card.

**Important:** Supplementary Card members are **not covered** for Travel Insurance benefits (see on page 5).

If You are a Supplementary Card member or a Supplementary Card member is travelling with You on a Trip, You should consider whether these benefits provide adequate cover. The Supplementary Card member may need to take out a separate travel insurance policy. Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and credit card account statement showing any purchases made.

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

Section	Benefit	Primary Card member	Supplementary Card member
<b>TRANSPORT ACCIDENT AND CARD ACCOUNT BALANCE WAIVER COVER</b>			
A	Transport Accident Cover	✓	✓
B	Card Account Balance Waiver Cover	✓	✓
<b>TRAVEL INSURANCE COVER</b>			
C	Travel Inconvenience Cover	✓	No Cover
D	Medical Emergency Expenses Cover (For 24-hour medical and travel emergency assistance call Chubb Assistance on +61 29335 3492)	✓	No Cover
E	Resumption of Journey Cover	✓	No Cover
F	Baggage, Money and Documents Cover	✓	No Cover
G	Travel Cancellation Cover	✓	No Cover
H	Special Events Cover	✓	No Cover
I	Accidental Loss of Life Cover	✓	No Cover
J	Personal Liability Cover	✓	No Cover

<b>PURCHASE PROTECTION COVER</b>			
K	Purchase Protection Cover	✓	✓
<b>BUYER'S ADVANTAGE COVER</b>			
L	Buyer's Advantage Cover	✓	✓
<b>RENTAL VEHICLE EXCESS COVER</b>			
M	Rental Vehicle Excess Cover	✓	✓
<b>SMARTPHONE SCREEN COVER</b>			
N	Smartphone Screen Cover	✓	✓

For medical and 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 non-emergency claims please refer to the "How to Make a Claim" Section on page 44.

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

Address: CU 1-3 Shed 24, Princes Wharf,  
Auckland, 1010

Postal Address: PO Box 734, Auckland, 1010

Telephone: 0800 703 702

Overseas Telephone: +61 2 9335 3354

Email: [CardmemberServices.ANZ@chubb.com](mailto: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 AND CARD ACCOUNT BALANCE WAIVER COVER</b>			
A	Transport Accident Cover	<b>Cover for:</b> <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>	18
B	Card Account Balance Waiver Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>• the outstanding balance of the American Express Platinum Credit Card Account at the time of the accident should You suffer a Loss under Section (A).</li> </ul>	20
<b>TRAVEL INSURANCE COVER</b>			
C	Travel Inconvenience Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>• delayed flight departure, flight cancellation, denied flight boarding, missed flight connections</li> <li>• luggage delay checked on Scheduled Flight, extended luggage delay checked on Scheduled Flight.</li> </ul>	20

D	Medical Emergency Expenses Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>• Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency.</li> </ul> <p><b>Excess: \$250 per claim</b></p> <p><b>In an emergency:</b>  <b>Contact Chubb Assistance as soon as You have an emergency on +61 2 9335 3492 and provide Your American Express Platinum Credit Card Account number and as much information as possible. Please provide a telephone or fax number where You can be contacted.</b></p> <p><b>We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance.</b></p>	22
E	Resumption of Journey Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>• cost to resume a Trip after it has been interrupted following the death, imminent death, serious accident or acute illness of a Close Relative.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	25
F	Baggage, Money and Documents Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>• damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during a Trip.</li> </ul> <p><b>Excess: \$100 per claim, except for laptop computers where the excess is \$250 per claim.</b></p>	26
G	Travel Cancellation Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>• non-refundable deposits, pre-paid excursion costs and leisure activities and unused travel and accommodation costs You have paid where You have had to cancel a Trip for certain reasons.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	29



H	Special Events Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>expenses incurred in using alternative public transport to attend certain special events if Your Trip is delayed due to unforeseeable circumstances outside Your control.</li> </ul>	31
I	Accidental Loss of Life Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>Accidental Injury or Disappearance that results in Your Accidental Loss of Life.</li> </ul>	32
J	Personal Liability Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>Your liability for damages for injury to any person or damage or accidental loss to property.</li> </ul>	33
<b>PURCHASE PROTECTION COVER</b>			
K	Purchase Protection Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>theft or damage to an Eligible Item within 90 days of purchase.</li> </ul> <b>Excess: \$50 per claim.</b>	34
<b>BUYER'S ADVANTAGE COVER</b>			
L	Buyer's Advantage Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>the breakdown or defect of Eligible Products during the Buyer's Advantage Period.</li> </ul>	36
<b>RENTAL VEHICLE EXCESS COVER</b>			
M	Rental Vehicle Excess Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>a Rental Vehicle excess You become liable to pay as a result of a collision or theft of a Rental Vehicle.</li> </ul>	39
<b>SMARTPHONE SCREEN COVER</b>			
N	Smartphone Screen Cover	<b>Cover for:</b> <ul style="list-style-type: none"> <li>breakage of Smartphone front screen due to accidental damage.</li> </ul> <b>Excess: 10% of the repair cost.</b>	39

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 42 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.

We have highlighted a few important exclusions and limitations below:

- Losses arising from any Pre-existing Medical Conditions are not covered.
- You must be under eighty (80) years of age and in a good state of health and fit to travel.
- Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is over the age of eighty (80) years are not covered.
- Items left Unattended in a Public Place are not covered.
  - (a) **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.
  - (b) **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.

### *Termination*

Cover will terminate at the earlier of the following:

- cancellation of the American Express Platinum Credit 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 [www.americanexpress.co.nz/platinumcreditcard](http://www.americanexpress.co.nz/platinumcreditcard).

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.

## *Other Insurance*

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

### **3. Important Information about this Cover**

These Terms and Conditions set out important information about Transport Accident Cover, Card Account Balance Waiver Cover, Travel Inconvenience Cover, Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover, Travel Cancellation Cover, Special Events Cover, Accidental Loss of Life Cover, Personal Liability Cover, Purchase Protection Cover, Buyer's Advantage Cover, Cover, Rental Vehicle Excess Cover and Smartphone Screen Cover.

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

AEI(NZ)I holds a Master Policy (Chubb reference number 09NACPLTCR 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.

You are not a contracting insured (ie. You cannot vary or cancel the cover – only AEI(NZ)I can do this) and You do not enter into any agreement with Us. AEI(NZ)I 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 AEI(NZ)I nor any of its related corporations are Nominated Representatives (under the *Financial Advisers Act 2008* or *Financial Markets Conduct Act 2013*) of Chubb or any of its related companies.

AEI(NZ)I is not authorised to provide any advice, recommendations or opinions about this insurance on behalf of Chubb.

The information contained within these Terms and Conditions does not take into account Your personal circumstances, objectives, financial situation or needs and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of this cover, and obtain financial advice or contact Chubb if required, before making any decisions about this cover.

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 [www.americanexpress.co.nz/platinum](http://www.americanexpress.co.nz/platinum). Chubb will issue a new document or a supplementary document to AEI(NZ)I to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

### *Financial Strength Rating*

At the time of print, Chubb has an “AA-” insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA Extremely Strong	BBB Good	CCC Very Weak	SD or D Selective Default or Default
AA Very Strong	BB Marginal	CC Extremely Weak	R Regulatory Action
A Strong	B Weak		NR Not Rated

The rating from “AA” to “CCC” may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings website.

Our rating is reviewed annually and may change from time to time, so please refer to our website for our latest financial strength rating.

## 4. Definitions

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

*Chubb* means Chubb Insurance New Zealand Limited (Company Number 104656, FSP No.35924) of CU 1-3, Shed 24, Princes Wharf, Auckland 1010, the insurer of the Master Policy held by AEI(NZ)I.

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

*AEI(NZ)I* means American Express International, Inc. Jarden House, Level 5, 21 Queen Street, Auckland 1010, the Master Policy holder.

*American Express New Zealand* means American Express International (NZ), Inc. Incorporated with limited liability in Delaware USA. Principal Place of Business in New Zealand, Jarden House, Level 5, 21 Queen Street, Auckland 1010.

*American Express Platinum Credit Card Account* means an American Express Platinum Credit Card account issued by American Express New Zealand, billed from New Zealand and in New Zealand dollars.

*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 Platinum Credit Card Account (or equivalent in American Express 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 New Zealand; and
2. for which the full fare has been charged to an American Express Platinum Credit Card Account (or paid for with 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 Platinum Credit 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 New Zealand; and
2. for which the full fare has been charged to an American Express Platinum Credit Card Account (or 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.

*Medical Condition* means any medical or psychological disease, sickness, condition, illness or injury that has affected:

1. You or any travelling companion or person with whom You intend to stay whilst on Your Trip; or

2. Your Close Relative or the Close Relative of any travelling companion; or
3. a Close Relative of a person with whom You intend to stay whilst on Your Trip.

*Pre-existing Medical Condition* means:

1. any past or current Medical Condition that, during the two (2) years prior to You booking any Trip has given rise to symptoms, or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; or
2. any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to You booking any Trip; or
3. any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

*Primary Card member* means:

1. the person who applied for the American Express Platinum Credit Card Account and who is issued an American Express Platinum Credit 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 a Supplementary 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 Platinum Credit 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.

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

**Special Sports** means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests; abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; horse riding; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Supplementary Card member** means:

1. a person who has been issued a supplementary card on an American Express Platinum Credit Card Account; and
2. their husband, wife, fiance(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.

**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.

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

*Trip* means:

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

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence; and
2. when Your Trip exceeds one hundred and eighty (180) consecutive days; and
3. when You have travelled a total of one hundred and eighty-three (183) days during each year of American Express Platinum Credit Card Account membership.

Each Domestic Trip or International Trip must commence and end in New Zealand.

*You/Your* means:

1. a Primary Card member; and
2. in respect of the following benefit sections only, a Primary Card member and a Supplementary Card member:

A – Transport Accident Cover;

B – Card Account Balance Waiver Cover;

K – Purchase Protection Cover;

L – Buyer’s Advantage Cover;

M – Rental Vehicle Excess Cover;

N – Smartphone Screen Cover.

*We/Our/Us* means Chubb Insurance New Zealand Limited (Company Number 104656, FSP No. 35924).

## 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*

<b>Loss type</b>	<b>Benefit Amount (NZD)</b>
Loss of life	800,000
<b>Dismemberment:</b>	
Loss of both hands or both feet	800,000
Loss of one (1) hand and one (1) foot	800,000
Loss of entire sight of both eyes	800,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	800,000
Loss of one (1) hand or one (1) foot	400,000
Loss of the entire sight of one (1) eye	400,000

#### ***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 or Injury. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are also entitled to make a claim under the insurance cover provided by Us under another American Express New Zealand issued card account, We will only make one (1) payment equal to the highest benefit amount payable under all insurance cover provided by Us in relation to the accident and Loss in question.
3. Benefits will be paid in New Zealand dollars to You or, in the case of Your Loss of life, to Your estate.

## SECTION (B) CARD ACCOUNT BALANCE WAIVER COVER

### Cover

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

### ***Payment of outstanding balance of American Express Platinum Credit Card Account***

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

### ***Exclusions under Card Account Balance Waiver Cover***

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

## SECTION (C) TRAVEL INCONVENIENCE COVER

### Cover

Supplementary 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 Platinum Credit Card Account is \$1,000 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 \$500.

### ***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 \$500.

*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 Platinum Credit 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.
5. Benefits payable under this section in respect of valid claims will be credited to the American Express Platinum Credit Card Account used to make the covered payments.

### *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 New Zealand.

## **SECTION (D) MEDICAL EMERGENCY EXPENSES COVER**

### *Specific Definitions under Medical Emergency Expenses Cover*

**Manual Work** means paid work which involves the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant (other than in a purely managerial, supervisory, sales or administrative capacity). It also means manual labour of any kind including, but not restricted to, hands-on work as a plumber, electrician, lighting or sound technician, carpenter, painter, decorator, or builder.

**Medical Emergency** means an Injury, sudden and unforeseen illness, or dental pain, suffered by You while on a Trip, which results in immediate Treatment which cannot be delayed until Your return to New Zealand and is deemed necessary by a Doctor and Chubb Assistance. Medical Emergency excludes Pre-Existing Medical Conditions.

**Repatriation/Evacuation** means Your:

1. transportation to the nearest hospital, if transportation is not provided free of charge in the country of incident; or
2. evacuation to the nearest adequately equipped hospital in the event that local medical facilities are deemed inadequate by Chubb Assistance's senior medical officer; or
3. repatriation directly to New Zealand when recommended by Chubb Assistance's senior medical officer; or
4. return to New Zealand after hospitalisation, provided that You are deemed to be medically fit for travel by Chubb Assistance's senior medical officer, and that Your original means of transportation cannot be used.

### **Cover**

Supplementary 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.

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

1. *In the event of a Medical Emergency*

In the event of a Medical Emergency while You are on a Trip We will pay:

- (a) for Your Repatriation/Evacuation if approved by Chubb Assistance's senior medical officer and following consultation with the attending Doctor.
- (b) the cost of Treatment to meet Your immediate needs up to a maximum of \$2,500,000.
- (c) emergency dental Treatment up to a maximum of \$1,000.

In the event of a Medical Emergency Chubb Assistance may:

- (a) arrange and refer You to physicians, hospitals, clinics, private duty nurses, dentists, dental clinics, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;
- (b) organise Your admission to an appropriate hospital and guarantee and advance medical expenses.

2. *In the event of Your death*

In the event of Your death while on a Trip, Chubb Assistance will organise and arrange for Us to pay for:

- (a) transportation of Your remains to New Zealand; or
- (b) cremation and subsequent transportation of Your remains to New Zealand; or
- (c) local burial up to \$15,000.

*In an emergency:*

*You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express Platinum Credit Card Account number, as much information as possible and a telephone or fax number where You can be contacted. REVERSE CHARGE CALLS WILL BE ACCEPTED FROM OVERSEAS.*

*We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance.*

### *Terms and Conditions applicable to Medical Emergency Expenses Cover*

1. You must be under eighty (80) years of age and in a good state of health and fit to travel.
2. We will not pay medical costs over \$1,500 without prior authorisation. You must contact Chubb Assistance as soon as a claim or potential claim arises. You must contact Chubb Assistance before incurring expenses or as soon as physically possible, to obtain prior authorisation or this will jeopardise Your claim.
3. You must take all reasonable measures to avoid or minimise any claim and avoid danger except in an attempt to save human life.
4. You must permit the Appointed Claims Handler any reasonable examination into the cause and extent of loss and/or damage.
5. If You brought about the loss intentionally or through gross negligence or attempt to deceive the Appointed Claims Handler, then We are not liable for payment and/or service.
6. We will make every effort to apply the full range of services stated in the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
7. We do not provide any coverage and/or service in countries which are officially under any embargo by the United Nations.

### *Exclusions under Medical Emergency Expenses Cover*

Cover does not extend to any loss arising from:

1. Your Pre-Existing Medical Conditions.
2. Your participation in Special Sports, or extreme sports where special equipment, training and preparation are required.
3. You engaging in Manual Work.
4. costs related to dentures, crowns and orthodontics.
5. costs You incur outside New Zealand after the date Chubb Assistance confirms that You should return to New Zealand.
6. costs of Treatment performed by Close Relatives.
7. coffins and/or urns which do not meet international airline standards for transportation of mortal remains.
8. sexually transmitted diseases.



9. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
10. costs incurred in New Zealand.
11. a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, and Treatment for cosmetic reasons unless Chubb Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

*Excess applicable to Medical Emergency Expenses Cover*

\$250 per claim.

## **SECTION (E) RESUMPTION OF JOURNEY COVER**

### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

### *Resumption of Journey Cover*

In the event that You have to interrupt a Trip and return to New Zealand immediately following the death, imminent death, serious accident or acute illness of a Close Relative (who is not more than eighty (80) years of age) and then resume the Trip, We will pay for reasonable extra expenses actually and necessarily incurred (less any refund received for the unused prepaid travel accommodation arrangements) to complete Your original travel arrangements (as stated in Your original itinerary) up to \$5,000.

### *Terms and Conditions applicable to Resumption of Journey Cover*

We will only pay if:

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

Condition of a Close Relative, We will pay benefits provided that before the Trip was commenced a Doctor had not declared the Close Relative as being terminally ill.

### *Exclusions under Resumption of Journey Cover*

Cover does not extend to any loss arising from:

1. the death, imminent death, serious accident or acute illness of any Close Relative who is more than eighty (80) years of age.

### *Excess applicable to Resumption of Journey Cover*

\$250 per claim.

## **SECTION (F) BAGGAGE, MONEY AND DOCUMENTS COVER**

### *Specific Definitions under Baggage, Money and Documents Cover*

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

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

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

*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.

*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.

*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.

*Valuables* means jewellery, furs, articles containing precious metals or precious stones, watches, binoculars, audio, photographic and video equipment, personal organisers and games consoles, personal computers and external computer devices (including all printers, modems, external hard drives and similar).

## Cover

Supplementary Card members are not entitled to cover under this section.

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

### *Baggage, Money and Documents Cover*

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

1. \$30,000 in total overall in any one (1) three hundred and sixty-five (365) day period;
2. \$2,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
3. \$500 for Money and Documents;
4. \$1,000 for any Smartphone;
5. \$5,000 for any one (1) laptop computer.

### *Terms and Conditions applicable to Baggage, Money and Documents Cover*

1. We will at Our discretion, pay You for the loss of, or replacement of, or repair of the items concerned.
2. Payment will be based on the item's current purchase price subject to a deduction for wear and tear.
3. We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed.
4. You will need to transfer to Us, on Our request and at Your expense, any damaged item.
5. You must take reasonable precautions to secure the safety of all items, and must not leave them unsecured or Unattended or outside Your reach at any time in a Public Place.
6. Cover in respect of theft from an unattended motor vehicle is subject to the following:
  - (a) items must be locked out of sight in a Secure Area; and
  - (b) forcible or violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - (c) evidence of such entry is available.
7. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.

8. You must supply all original invoices, receipts and reports to the Appointed Claims Handler ensuring that You keep a copy of the documents sent.
9. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
10. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of You receiving Your Personal Baggage.

*Exclusions applicable to Baggage, Money and Documents Cover*

Cover does not extend to any loss of or arising from:

1. items loaned, hired or entrusted to You.
2. items left Unattended in a Public Place.
3. Valuables from an unattended motor vehicle or from checked in baggage.
4. electrical or mechanical breakdown of items.
5. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning.
6. confiscation or destruction by order of any government or public authority.
7. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle.
8. damage to sports gear and activity equipment while in use.
9. in respect to a pair or set of items, we will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed.
10. shortages, errors, omissions, depreciation in value in respect of Money and Documents.
11. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room.
12. animals or plant life, antiques and historical artefacts, boats or canoes and their ancillary equipment, bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents, business goods or specialised equipment relating to a trade or profession, china, consumable or perishable items,

contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, motor vehicles or accessories, pedal cycles, pictures, photos.

### *Excess applicable to Baggage, Money and Documents Cover*

\$100 per claim, except for laptop computers where the excess is \$250 per claim.

## **SECTION (G) TRAVEL CANCELLATION COVER**

### *Specific Definitions under Travel Cancellation Cover*

*Travel Cancellation* means the necessary, unavoidable and unforeseen cancellation or curtailment of a Trip due to the following causes:

- (a) You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, where in all cases the Close Relative is not more than eighty (80) years of age, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- (c) Your redundancy which qualifies for redundancy payments under current legislation.
- (d) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.
- (e) You being required by the Police or an authority to be present at Your home or place of business in New Zealand following burglary, or local major damage such as flood at Your home or place of business in New Zealand.
- (f) a delay of more than twenty-four (24) hours on the outward leg of Your Trip or the reduction in the length of Your Trip by at least 25%, whichever is the greater, as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means that You no longer want to go on Your Trip.

### **Cover**

Supplementary 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.

### *In the event of Travel Cancellation*

In the event of Travel Cancellation, We will pay:

- (a) non-refundable deposits;
- (b) pre-paid excursion costs;
- (c) travel agents' commission which is limited to \$750 or 15%, whichever is the lesser;
- (d) unused travel and accommodation costs that You have paid or are contractually obliged to pay; and
- (e) any other reasonable additional expenses incurred limited to \$5,000;
- (f) up to \$30,000 in total per Trip;
- (g) the retail price for any ticket (or part thereof) of a Common Carrier Conveyance ticket purchased using American Express Membership Rewards or similar reward points if that ticket is subsequently cancelled as a result of Travel Cancellation and the loss of such points cannot be recovered from any other source, up to \$30,000.

### *Exclusions applicable to Travel Cancellation Cover*

Cover does not extend to any loss arising from:

1. Pre-Existing Medical Conditions.
2. cancellation due to the death, Accidental Injury, Sickness or Disease of any Close Relative who is more than eighty (80) years of age.
3. additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed.
4. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip.
5. Your failure to check-in at the required time for any flight, sea crossing or train journey.
6. cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the New Zealand Armed Services or Police Force and the expense or cost was incurred as a result of Your leave being revoked.
7. travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Card member.

8. costs incurred in respect of any Medical Condition where You are unable to supply a medical certificate from the appropriate Doctor confirming cancellation was necessary and unavoidable. Medical certificates must be provided at Your own cost.
9. You or any other person deciding not to continue Your Trip or changing Your plans.
10. Your financial circumstances or any contractual or business obligation.
11. the failure of Your travel agent to pass on monies to operators or to deliver promised services.
12. a cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator.
13. any government regulation, prohibition or restriction.
14. circumstances known to You prior to the booking of the Trip.
15. circumstances known to You when You applied for Your American Express Platinum Credit Card.
16. Your return to anywhere except New Zealand following an accident, illness or death suffered by any person.

*Excess applicable to Travel Cancellation Cover*

\$250 per claim.

## **SECTION (H) SPECIAL EVENTS COVER**

### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

### *Special Events Cover*

If Your Trip is delayed due to an unforeseeable circumstance outside Your control, resulting in You being unable to arrive in time to attend a wedding, funeral, pre-paid conference, 25th or 50th wedding anniversary, or a sporting event, which cannot be delayed due to Your late arrival, We will pay You for the reasonable additional cost of using alternative public transport to arrive at Your destination on time up to \$5,000.

## SECTION (I) ACCIDENTAL LOSS OF LIFE COVER

### *Specific Definitions under Accidental Loss of Life Cover*

*Accidental Loss of Life* means death occurring as a result of an Accidental Injury and includes Disappearance.

*Accidental Injury* means a bodily injury resulting from an accident and which is not an illness and which:

1. is caused by violent, external and visible means; and
2. results within twelve (12) months of the accident; and
3. includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
4. may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

*Disappearance* means if Your body has not been found within fifty-two (52) weeks from the date of the disappearance, sinking or wrecking of a Common Carrier Conveyance on which You were travelling on that date, We will presume You have died as a result of an Accidental Injury.

### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

### *In the event of Accidental Loss of Life*

If You suffer an Accidental Injury while on a Trip that results in Your Accidental Loss of Life, We will pay Your estate \$10,000 provided Your Accidental Loss of Life occurs within one (1) year of the Accidental Injury. The maximum amount We will pay in respect of dependent children is \$1,000 each.

### *Terms and Conditions applicable to Accidental Loss of Life Cover*

1. You must obtain and follow advice and Treatment given by a Doctor as soon as possible after suffering an Accidental Injury.
2. In the event You are entitled to make a claim under both Section (A) Transport Accident Cover and Section (I) Accidental Loss of Life Cover, or if you are also entitled to make a claim under the insurance cover provided by Us under another American



Express New Zealand issued card account, We will only make one (1) payment equal to the highest benefit amount payable under all insurance cover provided by Us in relation to the accident and loss in question.

## **SECTION (J) PERSONAL LIABILITY COVER**

### **Cover**

Supplementary Card members are not entitled to cover under this section.

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

#### *Personal Liability Cover*

If during Your Trip, You become liable to pay damages for injury to any person, or accidental loss or damage to property, We will pay costs arising directly or indirectly from one (1) cause of up to \$2,000,000 if:

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

#### *Terms and Conditions applicable to Personal Liability Cover*

1. You must not admit liability, negotiate, make any promise, payment or settlement without Our written consent. You must as soon as You receive them, send Us every letter, claim, writ, summons, process, notice of any prosecution or inquest that relates to, or may give rise to, liability.
2. We may at any time make full and final settlement of any claim. If We do so, We will have no further liability in respect of such event or events except for the payment of costs and expenses incurred prior to the date of settlement.

#### *Exclusions under Personal Liability Cover*

Cover does not extend to:

1. injury to any person who is a member of Your family or under a contract of service or apprenticeship with You.
2. loss of or damage to any material property belonging to You, or in Your care, custody or control, or belonging to a member of Your family, or anyone under a contract of service or apprenticeship with You. This does not

apply to loss of or damage to buildings and their contents temporarily occupied by You during a Trip.

3. liability You incur under a contract or agreement which would not have existed in law in the absence of such contract or agreement.
4. injury or loss of or damage to material property arising directly or indirectly out of the ownership, possession, control or use by You or on Your behalf of:
  - (a) mechanically propelled vehicles, aircraft, hovercraft or watercraft (other than non-mechanically propelled watercraft less than ten (10) metres in length);
  - (b) firearms;
  - (c) animals (other than horses and domestic cats and dogs).
5. injury or loss of or damage to material property arising directly or indirectly from:
  - (a) the ownership possession or occupation of land, immobile property or caravans other than as temporary accommodation in the course of a Trip;
  - (b) the carrying on of any trade, business or profession.
6. liability arising directly or indirectly from Special Sports.

## SECTION (K) PURCHASE PROTECTION COVER

### *Specific Definitions under 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.

### *Theft or damage of Eligible Items*

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

We will pay You up to:

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

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

1. If an Eligible Item has been partially paid for with Your American Express Platinum Credit Card Account, then We will only pay such percentage of the purchase price that was paid with Your American Express Platinum Credit 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 Platinum Credit 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 Smartphones and their accessories, whilst at Your place of employment.

*Excess applicable to Purchase Protection Cover*

\$50 per claim

**SECTION (L) BUYER'S ADVANTAGE COVER**

*Specific Definitions under Buyer's Advantage Cover*

*Buyer's Advantage Period means:*

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

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

1. is purchased by You in full using Your American Express Platinum Credit 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 \$20,000 (including GST).

*Excluded Product(s) are:*

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

**Original Warranty** means a manufacturer's written warranty that does not exceed five (5) years and is applicable within New Zealand 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 Platinum Credit 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 Platinum Credit Card Account; and

the maximum amount We will pay for all claims by You in any twelve (12) month period is \$20,000 (including GST).

You must keep a copy of the Original Warranty, the sales receipt and American Express Platinum Credit 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 Platinum Credit 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.

## SECTION (M) RENTAL VEHICLE EXCESS COVER

### *Specific Definitions under Rental Vehicle Excess Cover*

**Rental Vehicle** means a rented sedan, campervan, hatchback or station wagon rented from a licensed motor vehicle rental company for which the entire cost of the hire has been charged to Your American Express Platinum Credit Card Account.

### **Cover**

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

### *Rental Vehicle Excess Cover*

If You become liable to pay a Rental Vehicle insurance excess as a result of a collision, or theft, of a rental vehicle whilst in Your control, We will pay You up to \$3,000 for one (1) such excess.

### *Terms and Conditions applicable to Rental Vehicle Excess Cover*

As a part of the Rental Vehicle arrangement, You must have accepted the compulsory motor insurance provided by the Rental Vehicle organisation against loss or damage to the Rental Vehicle during the rental period.

### *Exclusions under Rental Vehicle Excess Cover*

We will not pay for:

any collision or theft arising from the operation of a Rental Vehicle in violation of the terms of the rental agreement.

## SECTION (N) SMARTPHONE SCREEN COVER

### *Specific Definitions under Smartphone Screen Cover*

**Purchase or Purchased with Your American Express Platinum** means:

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

**Smartphone on a SIM Only Plan Paid for Using Your American Express Platinum** means:

An ongoing rolling monthly contract which You are contracted to for the provision of data calls and texts, which is:

1. used on a Smartphone owned by You and aged less than three (3) years; and
2. paid for using Your American Express Platinum Card for a minimum of three (3) consecutive months prior to Your claim incident.

SIM Only Plan does not mean any prepaid, top up or add-on plan or purchase.

*Smartphone* means:

an electronic device used for mobile telecommunications over a cellular network (including but not limited to BlackBerry, Apple iPhone, Samsung and similar).

Smartphone does not mean: prepaid handsets, tablets or smart watches.

## **Cover**

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

### *Smartphone Screen Cover*

You are eligible to receive reimbursement of the repair cost up to \$500 if:

- Your Smartphone Purchased with Your American Express Platinum; or
- Your Smartphone on a SIM Only Plan Paid for using Your American Express Platinum,

suffers front screen breakage resulting from an accidental drop or impact, whilst Your American Express Platinum Card is active.

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

### *Waiting Period*

Where the Smartphone paid for on a monthly contract commences with an alternative payment method before You switch to making your monthly payment with Your American Express Platinum Credit Card, cover will commence thirty (30) days after the date of the first monthly payment on Your American Express Platinum Credit Card.

### *Exclusions under Smartphone Screen Cover*

(Please also refer to the General Terms and Conditions applicable to all sections A–N on page 42.)



Cover does not extend to:

1. replacement of any other parts of the Smartphone, other than the front screen, whether glass or plastic, unless the manufacturer's authorised process determines a replacement by way of a like for like refurbished Smartphone of the exact model
2. Smartphone screen breakage resulting from:
  - (a) any process of cleaning, servicing, inspection, maintenance, adjustment or repair;
  - (b) breach of the manufacturer's operating or guidance instructions;
  - (c) wear and tear or gradual deterioration of the equipment, or any damage that cannot be attributed to a single incident;
  - (d) corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen damage;
  - (e) any wilful act, misuse or negligent use of the equipment by You or anyone authorised by You to use the equipment;
  - (f) any unlawful act committed or attempted by You or by anyone authorised by You to use the equipment; and
  - (g) any competitive sports activity;
3. events occurring within the thirty (30) day waiting period – for Smartphones paid for on a monthly contract. The waiting period commences when the first payment has been made on Your American Express Platinum Credit Card after You have switched Your monthly payment method for Your Smartphone monthly contract from an alternative payment method to Your American Express Platinum Credit Card;
4. Smartphones older than three (3) years of age at the time of the Smartphone screen breakage – for Smartphones on a SIM Only Plan Paid for Using Your American Express Platinum;
5. Smartphones You cannot adequately substantiate belong to You.

*Excess applicable to Smartphone Screen Cover*

10% of the repair cost.

### *Making a claim under Smartphone Screen Cover*

You must:

1. notify Us of damage by submitting a claim online at [www.americanexpress.com/newzealand/claims](http://www.americanexpress.com/newzealand/claims)
2. following notification, seek repair of the Smartphone from a repairer of your choice
3. submit a claim form with the following documents:
  - (a) receipts of the repair;
  - (b) for Smartphones Purchased with Your American Express Platinum, a copy of your American Express Platinum Card statement(s) showing the Purchase of your Smartphone; or
  - (c) copy of Your contract or other documentation showing the Smartphone belongs to You; and
  - (d) for Smartphones on a SIM Only Plan paid for Using Your American Express Platinum, a copy/proof of:
    - i. Your ongoing monthly contract;
    - ii. Your American Express Platinum Card statement(s) showing payment of your ongoing monthly contract for a minimum of three (3) consecutive months; and
    - iii. Your Smartphone receipt proving it is no more than 3 years old.

## **6. General Terms and Conditions Applicable to all Sections A–N above**

### **General Exclusions**

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

1. Pre-existing Medical Conditions.
2. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit.
3. intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane.
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.).
5. 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.

6. service in the military, naval or air service of any country.
7. participation in any military, police or fire-fighting activity.
8. activities undertaken as an operator or crew member of any conveyance.
9. flying in military aircraft or any aircraft which requires special permits or waivers.
10. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries.
11. 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.
12. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor.
13. taking of alcohol in combination with any drug or medication.
14. 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.
15. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions.
16. 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. 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 the **Policy** remain unchanged.

Chubb Insurance New Zealand Limited is a subsidiary of a United States of America company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance New Zealand Limited is subject to certain United States of America laws and regulations in addition to European Union, United Nations 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 Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

## **7. How to Make a Claim**

When making a claim You must:

1. supply Your American Express Platinum Credit Card Account Number.
2. for non-emergency claims, please follow the link [www.americanexpress.com/newzealand/claims](http://www.americanexpress.com/newzealand/claims)
3. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.
4. provide proof of purchase for items being claimed. If no proof of purchase can be provided your claim may not be paid, and this decision will be made at Our complete discretion.
5. disclose to Us all material information about the claim, including 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. In the event of a medical emergency or for travel assistance whilst overseas, call Chubb Assistance on +61 2 9335 3492.
2. To make a non-emergency claim, please follow the link [www.americanexpress.com/newzealand/claims](http://www.americanexpress.com/newzealand/claims) within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. For a claim form please contact Us on 0800 703 702 or +61 2 9335 3354.
4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
6. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

## **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 assist Chubb with your enquiries, please provide us with your claim or policy number (if applicable) and as much information as 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 via:

- E      [Complaints.NZ@chubb.com](mailto:Complaints.NZ@chubb.com)
- O      0800 422 346
- F      +64 9 303 1909

Post: The Complaints Officer  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

## **Stage 2 – Dispute Resolution Procedure**

If you are dissatisfied with Chubb's response to your complaint, you can advise that you wish to take your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

E DisputeResolution.NZ@chubb.com

O +64 9 377 1459

F +64 9 303 1909

Post: Internal Dispute Resolution Service  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

## **Stage 3 – External Dispute Resolution**

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Commerce & Consumer Affairs. Subject to FSCL's Terms of Reference, if you are dissatisfied with our dispute determination or we are unable to resolve your complaint or dispute to your satisfaction within two months you may contact FSCL via:

Post: Financial Services Complaints Limited  
PO Box 5967  
Lambton Quay  
Wellington 6145

O 0800 347 257 (Call Free for consumers)  
or +64 4 472 FSCL (472 3725)

F +64 4 472 3728

E info@fscl.org.nz

W www.fscl.org.nz

Please note if you would like to refer your complaint or dispute to FSCL you must do so within 2 months of the date of our dispute determination.

Further details regarding our complaint handling and dispute resolution procedures are available from our website and on request.

## 9. Fair Insurance Code

We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The Code and information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.



## 10. Privacy Statement

This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle your personal information. Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted on Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains your personal information in accordance with the requirements of New Zealand's Privacy Act, as amended or replaced from time to time.

### Personal Information Handling Practices

#### *When do We collect your personal information?*

Chubb collects Your personal information (which may include health information) from You when You interact with Us, including when you are applying for, changing or renewing an insurance policy with Us or when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our privacy policy.

#### *Purpose of Collection*

We collect and hold the information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Us with this information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

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

### *Recipients of the Information and Disclosure*

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

- contractors and contracted service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus and call centres);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers, marketing agencies; and
- government agencies or organisations (where we are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

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

### *Rights of Access to, and Correction of, Information*

If You would like to access a copy of Your personal information, or to correct or update Your personal information, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 377 1459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com).



## How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our **Privacy Policy** for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing [enquiries@privacy.org.nz](mailto:enquiries@privacy.org.nz) or using the online form available on the Privacy Commissioner's website at [www.privacy.org.nz](http://www.privacy.org.nz).

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A background pattern featuring the embossed design of an American Express card, including the words 'WORLD SERVICE' and 'AMERICAN EXPRESS' repeated in a circular, repeating pattern.

Platinum Membership Rewards Credit Card Services  
Tel: 0800 888 025 [www.americanexpress.co.nz](http://www.americanexpress.co.nz)

Principal place of business in New Zealand, Jarden House, Level 5, 21 Queen Street, Auckland 1010.  
American Express International (NZ), Inc. Incorporated in Delaware, USA.  
\*Registered trademark of American Express Company.

The American Express logo, consisting of the words 'AMERICAN EXPRESS' in white capital letters on a blue rectangular background.