

American Express® Business Card

Insurances

Effective from
1 July 2016



MORE THAN JUST A CARD™

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TERMS AND CONDITIONS

American Express Business Card Insurances

Policy Number: 09NACSGSRN

Cover is effective from 1 July 2016

These Terms and Conditions were prepared on 12 September 2012

This booklet contains important information about Your American Express Business 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 Business Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call the number below and Our insurance team will be happy to assist You with any enquiries.

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

TRAVEL INSURANCE COVER

Transport Accident Cover

ACTIVATION OF TRAVEL INSURANCE COVER:

By purchasing a Trip on Your American Express Business Card.

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

Facsimile: +64 (9) 303 1909

Email: CardmemberServices.ANZ@Chubb.com

1. SUMMARY OF BENEFITS AND SCOPE OF COVER

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

Section	Benefit	Summary	Page
TRAVEL INSURANCE COVER			
A	Transport Accident Cover	Cover for: <ul style="list-style-type: none">• Loss arising while riding as a passenger on, or transport to/ from, a Common Carrier Conveyance• Loss arising while in a departure or destination terminal• Loss arising from exposure and disappearance.	8

Termination

Cover will terminate at the earlier of the following:

- cancellation of the American Express Business 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/smallbusiness.

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.

2. IMPORTANT INFORMATION ABOUT THIS COVER

These Terms and Conditions set out important information about Transport Accident 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 09NACSGSRN the “Master Policy”) with Chubb.

Under the Master Policy, You get access to the benefit 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.

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 (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 Authorised Representatives (under the Corporations Act 2001 (Cth)) 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.

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

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

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

Updating these Terms and Conditions

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at www.americanexpress.co.nz/smallbusiness. 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

Please refer to Chubb's website at www.chubb.com/nz for its most up-to-date financial strength rating.

3. 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 No. 104656), of CU-1-3 Shed 24, Princes Wharf, Auckland, 1010, the insurer of the Master Policy held by AEI(NZ)I.

AEI(NZ)I means American Express International, Inc. (Company Number 867929) of Level 3 Building A, 600 Great South Road, Ellerslie, Auckland, 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, 600 Great South Road, Ellerslie, Auckland, NZ.

American Express Business Card Account means an American Express Business Card account issued by American Express New Zealand and billed from New Zealand in New Zealand dollars.

American Express Business Card Account Member means the basic holder of an American Express Business Card Account, including the holder of a supplementary American Express Business Card issued by American Express New Zealand and billed from New Zealand in New Zealand dollars.

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

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:

- a) taken by You on a Common Carrier Conveyance 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 Business Card Account (or equivalent in American Express Rewards points).

Dependent Child means an American Express Business Card Account Member's legally dependent child up to and including the age of twenty-two (22), including a stepchild or legally adopted child, who is wholly dependent on the American Express Business Card Account Member for financial support.

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.

International Trip means:

1. a Trip anywhere outside New Zealand; and
2. for which the full fare has been charged to an American Express Business 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.

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

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.

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

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

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

Trip means:

1. an International Trip.

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence; or
2. when Your Trip exceeds ninety (90) consecutive days; or
3. when You have travelled a total of one hundred and twenty (120) days during each year of American Express Business Card Account membership.

Each Trip must commence and end in New Zealand.

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

You/Your means any person provided they are an American Express Business Card Account Member or their Spouse or Dependent Child.

4. BENEFITS

SECTION (A) TRANSPORT ACCIDENT COVER

Cover

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

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

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss as a result of riding as a passenger in, or boarding or alighting from,

or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

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

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

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

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

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

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

4. *Loss arising from exposure*

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

5. *Loss arising from disappearance*

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

6. *Benefit Amounts and Covered Limits*

Loss type	Benefit Amount (NZD)
Loss of life	175,000
<i>Dismemberment:</i>	
Loss of both hands or both feet	175,000
Loss of one (1) hand and one (1) foot	175,000
Loss of entire sight of both eyes	175,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	175,000
Loss of one (1) hand or one (1) foot	87,500
Loss of the entire sight of one (1) eye	87,500

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.

5. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE 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. To the extent permitted by law, We will only provide cover to You in excess of loss, damage or liability that is covered by any of the following types of insurance entered by You before or after You have access under this cover:
 - (a) insurance that You are required to effect under New Zealand laws;
 - (b) travel insurance;
 - (c) life insurance;
 - (d) consumer credit insurance;
 - (e) credit card insurance;
 - (f) private health insurance;
 - (g) home and contents insurance;
 - (h) business insurance;
 - (i) public liability insurance;
 - (j) income protection insurance;
 - (k) third party property motor vehicle insurance;
 - (l) comprehensive motor vehicle insurance;
 - (m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

6. HOW TO MAKE A CLAIM

When making a claim You must:

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

MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS

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

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

Claiming under the Terms and Conditions

1. 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 claim, please submit a written notice of a claim to The Claims Department, Chubb Insurance New Zealand Limited, PO Box 734, Auckland 1010, or by facsimile on +64 (9) 303 1909, 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 3492.
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.

7. COMPLAINTS AND DISPUTE RESOLUTION

If You are not satisfied with the service You have received from Us You should contact Us. We have internal Complaints Handling and Dispute Resolution procedures and undertake to investigate Your concerns promptly and fairly. You may contact Us to make a complaint by telephone on 0800 422 346 by e-mail at Complaints.NZ@chubb.com or in writing. Your query or complaint will then be reviewed.

We are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. We have forty (40) days to respond to Your complaint.

If You are not satisfied by Our response, You may refer the matter to FSCL by emailing info@fscl.org.nz or calling FSCL on 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to You to use the services of FSCL.

8. PRIVACY

Chubb Insurance New Zealand Limited (“Chubb”) is committed to protecting your privacy. Chubb collects, uses and retains your personal information in accordance with the principles in the Privacy Act 1993.

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

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies within the Chubb Group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

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

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

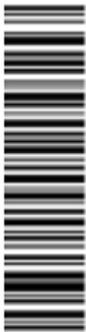
If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Privacy Officer on +64 (9) 3771459 or email Privacy.NZ@Chubb.com.

9. THE FAIR INSURANCE CODE

As a member of the Insurance Council of New Zealand (ICNZ), Chubb has made a commitment to the Fair Insurance Code (the Code).

The Code was developed by the ICNZ as a set of principles which aims to continually improve the standard of practice and service that member companies provide to their customers. This set of principles is in addition to those obligations created by the law. Further information on the Code is available from Us and on the ICNZ's website www.icnz.org.nz.

If you have a complaint or want more information about how Chubb is managing your personal information, please contact the Privacy Officer, Chubb Insurance New Zealand Limited, PO Box 734 Auckland, Tel: +64 (9) 3771459 or email Privacy.NZ@Chubb.com.



American Express Card Services
Tel: 0800 656 660

American Express International (NZ), Inc.
Incorporated in Delaware, USA.

Principal place of business in New Zealand, 600 Great South Road, Ellerslie, Auckland 1051.
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