

**Westpac Classic
Visa Credit Card**

**Westpac Business
Visa Card**

**Westpac American Express
Gold Credit Card**

**Westpac American Express
Business Card**

Insurance Conditions of Use

Effective February 2014



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The Insurer is

Zurich Australian Insurance Limited
ABN 13 000 296 640, AFS Licensee No 232507
5 Blue Street, North Sydney, NSW, 2060

This document contains your Westpac Classic Visa credit card account, Westpac Business Visa card account, Westpac American Express Gold credit card and Westpac American Express Business card insurance benefits.

These benefits are provided under the Master Agreement between Westpac Banking Corporation, ABN 33 007 457 141 of 275 Kent Street, NSW 2000 ('Westpac') and Zurich Australian Insurance Limited ('Zurich'), ABN 13 000 296 640, AFS Licensee No. 232507 of 5 Blue Street, North Sydney, NSW, 2060 and this agreement is governed by and construed in accordance with the laws of the state of New South Wales, Australia. In this booklet, Zurich may also be expressed as 'Zurich', 'we', 'us' or 'our'.

There is no obligation to accept any of these benefits. However, if a person wishes to claim these benefits, they will be bound by the policy wordings. Therefore please read this document carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss including the sales receipt and card account statement showing any purchases.

Westpac is not the product issuer (insurer) of these policies and neither it nor any of its related corporations guarantee any of the benefits under these Policies. These benefits are provided at no additional cost to the Card member or accountholder and Westpac does not receive any commission or remuneration in relation to these insurances. Neither Westpac nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies.

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Words highlighted in italics in this document have a special meaning as shown in the "Definitions" section.

Overseas Travel Inconvenience Insurance

Overseas travel inconvenience insurance is a benefit available to *Cardmembers* whilst they are travelling outside the *Region*. This cover provides the benefits listed below; when the *Cardmember* pays for their *flight* in full on their *Westpac eligible card account*.

This cover extends to the *Cardmember's spouse* and/or *dependent children* who are travelling with the *Cardmember* when the *Cardmember* pays for their *flight* in full on their *Westpac eligible card account*.

In order to make a claim you will need to provide Zurich with a letter from the airline confirming the events that lead to your claim (letter confirming flight delay and/or loss of your luggage).

Flight Delay

If either your *overseas flight* or the boarding of your intended *overseas flight* is delayed by 90 minutes or more and no alternative transport is made available, the *Cardmember* is entitled to charge up to A\$100 per person on the *Cardmember's Westpac eligible card account* for meals and refreshments.

Missed Connection

If as result of a preceding *overseas flight* being delayed you miss your *connecting overseas flight* and there is no alternative transport or alternative *overseas flight* available within 90 minutes, the *Cardmember* is entitled to charge up to A\$100 per person on the *Cardmember's Westpac eligible card account* for meals and refreshments.

4 Hour Luggage Delay

If following an *overseas flight* of 2 hours or more, your luggage containing your clothes and/or toiletries is delayed in getting to you for over 4 hours, the *Cardmember* is entitled to charge up to A\$150 per person on the *Cardmember's Westpac eligible card account* for clothing and toiletries.

24 Hour Luggage Delay

If following an *overseas flight* of six hours or more, your luggage containing your clothes and/or toiletries is delayed in getting to you for over 24 hours the *Cardmember* is entitled (in addition to the benefit available after a 4 Hour Luggage Delay) to charge up to A\$500 per person on the *Cardmember's Westpac eligible card account* for clothing and toiletries.

Loss or damage to *your* personal items by an airline

Zurich insures *you* whilst *you* are travelling overseas if the airline *you* are travelling on, damages or loses *your* clothing (including shoes) and/or toiletries that are in *your* booked-on luggage.

If *your* loss is greater than A\$200, and we have not already paid to replace the item under the above benefits, we will pay to repair or replace the lost or damaged items up to a value of A\$500 per item to a maximum of A\$2,750 in total.

In the event of a claim *you* must prove *your* ownership of the property and prove the value of the property (e.g. receipt or valuation for jewellery). If *you* can not prove the ownership or value of *your* property, the most we will pay for each individual item is A\$50 per item to a maximum of A\$500 in total.

Overseas Transit Accident Insurance

Transit accident insurance is a benefit available to *Cardmembers* whilst they are travelling outside the *Region*. This cover provides certain accidental death and *injury* cover for *Cardmembers* who sustain an *injury* while riding as a passenger in (not as a pilot, driver or crewmember), or boarding or alighting a plane, bus, train or ferry as outlined in this policy. However the cover provided does not include benefits as prescribed under the Insurance Contract Act 1984.

This cover is available for *trips* outside the *Region* where prior to the *trip*, the entire payment for the *trip* was charged to the *Cardmember's Westpac eligible card account*. In certain circumstances the benefits also extend to the *Cardmember's spouse and/or dependent children*, provided they are travelling with the *Cardmember* and before the *trip* the payment for their *trip* was also charged to the *Cardmember's Westpac eligible card account*.

The benefits listed under 'Schedule of Benefits' will be paid if whilst overseas, the *Cardmember* and/or the *Cardmember's spouse and/or dependent children* suffer a loss as a result of an *injury* suffered under the circumstances specified in points 1, 2, 3 or 4 as follows:

1. The *injury* is sustained on a *trip* while you are riding as a passenger or boarding or alighting the plane, bus, train or ferry.
2. The *injury* is sustained while you are riding as a passenger in (not as a pilot, driver or crew member), a licensed taxi pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire. Provided you are travelling directly to or from an airport, bus depot, railway station or dock, immediately preceding or following the scheduled *trip*.
3. When, by reason of an *accident* specified in 1 or 2 on the previous page, you are unavoidably exposed to the elements and, as a result of such exposure, suffer an *injury* for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this policy.

4. If *your* body has not been found within one year of the date of *your* disappearance arising out of an *accident* which would give rise to a loss as specified in 1, 2 or 3 above, it will be presumed that *you* died as a result of bodily *injury* caused by the *accident* at the time of *your* disappearance.

A benefit payable under this policy will be paid to the *injured* person or, in the event of *your* death the benefit will be paid to *your* legal representative.

Schedule of benefits

When an *accident* results in any of the following *injuries* within one year after the date of the *accident*, we will pay the amount shown opposite the said *injury*.

If a person sustains more than one *injury* resulting from one *accident*, only the Benefit Amount for the greater *injury* will be paid.

Summary of benefits for

Injury	Benefit amount		
	Cardmember	Spouse	Dependent child
Loss of Life.	A\$100,000	A\$50,000	A\$25,000
Loss of both hands or both feet.	A\$100,000	A\$50,000	A\$25,000
Loss of one hand and one foot.	A\$100,000	A\$50,000	A\$25,000
Loss of the entire sight of both eyes.	A\$100,000	A\$50,000	A\$25,000
Loss of the entire sight of one eye and one hand or one foot.	A\$100,000	A\$50,000	A\$25,000
Loss of one hand or one foot.	A\$50,000	A\$25,000	A\$12,500
Loss of the entire sight of one eye.	A\$50,000	A\$25,000	A\$12,500

Limits on what we pay

The most Zurich will pay in claims under this policy, that result from one incident (for example, a bus crash) is A\$270,000 regardless of the number of *Cardmember’s spouse and/or dependent children injured* in the incident.

This means that if as a result of one incident a number of *Cardmember’s spouse and/or dependent children were injured*, Zurich would pay each person on a proportional basis (using the above schedule) up to a total of A\$270,000. Therefore, if say three *Cardmembers* lost their lives in the same bus crash, Zurich would pay A\$90,000 to each of their legal representatives.

Important Information about the Insurance in this booklet

Sanctions

Notwithstanding any other terms, we shall not be deemed to provide coverage and we will not make payments or provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions, law or regulation.

Termination of these covers

Westpac may terminate the benefits under any one or all of the covers in this document for all *Cardmembers* or an individual *Cardmember*, and if so will notify the *accountholder* of the termination. Purchases of a *trip* or *flight* finalised before expiry of this notification will still be eligible for cover. However purchases of a *trip* or *flight* finalised after expiry of this notification will not be eligible for cover.

Privacy

Zurich is bound by the Privacy Act 1988 (Cth) and we respect *your* privacy. Before providing us with any personal information or sensitive information, *you* should know the following things:

We will not require personal information until a claim is made. We collect, use, process and store personal information and, in some cases, sensitive information about *you* in order to comply with our legal obligations, to administer the products or services provided to *you*, to enhance customer service and to manage a claim. We will, in relevant cases, disclose personal information to Westpac, our service providers and business partners in order to allow monitoring of the claims service provided, prevention of fraud and to ensure eligibility for cover.

By providing us with *your* personal information, *you* consent to our use of this information which includes us disclosing *your* personal information including sensitive information such as health information, where relevant for the purposes, to affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

If you do not agree to provide us with the information, we may not be able to assess your claim or your claim may be delayed.

Zurich may obtain information from government offices and third parties to assess a claim in the event of loss or damage.

In most cases, on request, we will give you access to personal information held about you. In some circumstances, we may charge a fee for giving this access, which will vary but will be based on the costs to locate the information and the form of access required.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose your personal information to, a list of countries in which recipients of your information are likely to be located, details of how you can access or correct the Information we hold about you or make a complaint, please refer to the Privacy link on our homepage – www.zurich.com.au, contact us by telephone on 132 687 or email us at Privacy.Officer@zurich.com.au

General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, Zurich subscribes to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry; and
- provide helpful community information and education about general insurance.

Complaints and Dispute Resolution Process

If you have a complaint about an insurance product issued by us or a service you have received from us, including the settlement of a claim, please, call us on +61 2 9995 3550. We will respond to your complaint within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required we will agree reasonable alternative timeframes with you.

If you are unhappy with our response or we cannot agree on reasonable alternative timeframes, your complaint will be registered as a dispute and it will be reviewed by our internal dispute resolution process which is free of charge.

We will respond to your dispute within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required we will agree reasonable alternative timeframes with you. We will keep you informed of the progress of our review at least every 10 working days and give you our response in writing.

If you are unhappy with our response or we cannot agree with you on reasonable alternative timeframes, you can refer the matter to the external disputes resolution scheme of which we are a member. This scheme is administered by Financial Ombudsman Services Limited (FOS). FOS will review our decision in accordance with their terms of reference. You are not bound by their decision. However, we are bound to act immediately on FOS's decision. This is a free service provided by an independent body. Brochures outlining the operations of FOS are available from us or the Insurance Council of Australia in your State or Territory. You can phone the FOS from anywhere in Australia on 1300 780 808 or write to them at:

Financial Ombudsman Services Limited

GPO Box 3, Melbourne VIC 3001

Fax: +61 3 9613 6399

Email: info@fos.org.au

Internet: www.fos.org.au

Definitions

The following definitions apply to the insurances in this document and are highlighted in *italics*.

"accident" means any sudden and fortuitous physical force, which occurs on a *trip* and causes an *injury* that is described in the "Schedule of Benefits".

"accountholder" means any Westpac Banking Corporation customer being a person, business entity or corporation, who has entered into a *Westpac Classic Visa credit card*, *Westpac Business Visa card*, *Westpac American Express Gold credit card* or *Westpac American Express Business card* facility with Westpac Banking Corporation.

"act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Cardmember" means a person(s), who Westpac has issued with a *Westpac eligible card account* and who is authorised to use the *Westpac eligible card* at the time of the purchase.

"connecting flight" means a *flight*:

- booked at the same time as your preceding *flight*, and
- scheduled to depart within 6 hours of the scheduled arrival time of the preceding *flight*, and
- scheduled to depart from the same airport as your preceding *flight* is scheduled to land at.

“dependent child/children” means:

- all children of a *Cardmember* up to and including the age of 19 who always live with the *Cardmember*; and
- children of a *Cardmember* to the age of 25 who are full-time students attending an accredited institution of higher learning and are dependent upon the *Cardmember* for their maintenance and support and always live with the *Cardmember* or live with the *Cardmember* when they are not attending the accredited institution of higher learning.

“flight” means travel whilst overseas on a published *flight* of a recognised commercial passenger airline on a scheduled route.

“injury, injured, injuries” means fortuitous accidental bodily harm to you:

- caused by a sudden, unforeseen physical force; and
- is listed under the heading “Schedule of Benefits” in the Transit accident insurance policy; and
- resulting directly and independently of any other cause, and
- was sustained under the circumstances and in the manner described under the heading “Terms and Conditions” in the Transit accident insurance policy.

Furthermore, *injury* as used with reference to a hand or a foot means complete severance through or above the wrist or through or above the ankle joint and, as used with reference to an eye, means the irrecoverable loss of the entire sight of the eye. *Injury* as used with reference to loss of life also means that if *your* body has not been found within one year of the date of *your* disappearance arising out of an *accident*, it will be presumed you suffered loss of life as a result of the said *accident*.

“overseas” means outside of the *Region*.

“Region” means the area enclosed by the territorial waters of the Cook Islands, Fiji Islands, Kiribati, New Caledonia, Niue, Papua New Guinea, Samoa, Solomon Islands, Tahiti, Tonga, Tuvalu and Vanuatu.

“spouse” means a defacto partner of the *Cardmember* who is permanently living with the *Cardmember* at the time the journey starts or a person married to the *Cardmember*. We may ask for proof of any relationship.

“trip” means

- passage by the *Cardmember* as a paying passenger (not as a pilot, driver, or crew member etc.) in a licensed plane, bus, train or ferry authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire. Provided that before the passage commenced the cost of the passage was charged to the *Cardmember’s Westpac eligible card account* and the *Cardmember* is not on their way to or from their place of work (whether paid, unpaid or voluntary work); and

- passage by the *spouse* and/or *dependent child* as paying passengers (not as a pilot, driver, or crew member etc.) in a licensed plane, bus, train or ferry authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire. Provided that before the passage commenced the cost of the passage was charged to the *Cardmember's Westpac eligible card account* and they are accompanying the *Cardmember* who is on a trip and they are not on their way to or from their place of work (whether paid, unpaid or voluntary work).

"you", "your" means the *Cardmember* or the *Cardmember's spouse* or *Cardmember's dependent children* provided they are eligible for the insurance.

"*Westpac eligible card*" means a current and valid *Westpac Classic Visa credit card*, *Westpac Business Visa card*, *Westpac American Express Gold credit card* or *Westpac American Express Business card* issued in the *Region* by Westpac for a *Westpac eligible card account*, which is authorised for worldwide use.

"*Westpac eligible card account*" means one of the following current and valid credit card facilities provided in the *Region* by Westpac to which purchases made by *Cardmembers* are charged

- Westpac Classic Visa credit card account;
- Westpac Business Visa card account;
- Westpac American Express Gold credit card account; and
- Westpac American Express Business card account.

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Repairing or replacing damaged personal items

If an item is damaged or lost we may choose to:

- repair the item;
- replace the item, less depreciation (this means we will replace the item for an amount equal to it's original cost, less a depreciation figure which takes into account its age and condition); or
- pay you the amount it would cost us to replace the item less depreciation

If you bought the item duty free or overseas the amount you paid for the item will be the maximum amount paid by us.

Where the item is part of a pair or set, you will receive no more than the value of the particular part or parts lost, stolen or damaged, regardless of any special value that the item may have by way of being part of such pair or set.

Exclusions

In any insurance policy there are situations that are not covered (i.e. exclusions). Whilst we try to extend our cover to most situations, we are not able to insure some situations because of the cost or types of events involved.

There is no cover under any of the policies included in this document for any event that is caused by or relates to any of the following:

- any *act of terrorism*; or
- a hijack or any war or war like activities, whether war has been formally declared or not, any hostilities, rebellion or revolution, or civil war, military coup, or overthrow/attempted overthrow of a government/military power; or
- any person or organisation, who lawfully destroys or removes *your* ownership or control of any property/personal goods; or
- any government prohibition or restrictions or government customs or government authorities, delaying or detaining *you* or seizing or keeping *your* baggage; or
- radioactive contamination; or
- indirect or consequential loss or damage, or any punitive damages; or
- *your* failure to procure a passport or visa; or
- suicide or self-destruction, or any attempt at suicide or self-destruction, while sane or insane; or
- *you* being under the influence of liquor or drugs; or
- *your* involvement in illegal activities, fraud or abuse; or
- *you* failing to take precautions to avoid a claim after there has been a government or mass media warning; or
- any event that is intentionally caused by, *you* or by a person acting with *your* consent (including suicide or attempted suicide); or
- disappearance of the personal items in circumstances which cannot be explained to our satisfaction; or
- consequential loss or damage, punitive damages or any fines or penalties, including punitive, exemplary, liquidated or aggravated damages.

Claims Procedures

In the event of a claim the person *you* (or *your* legal representative) must contact *your* Westpac office within 14 days or as soon as possible of returning to *your* home in the *Region*. Westpac will inform us of the claim and we will then send *you* a claim form that must be completed and returned to us within 30 days or as soon as possible.

Failure to report an event likely to result in a claim or to fully complete and return to Zurich the loss report (if required) within the times stated above may result in denial of the claim if we are prejudiced by *your* delay.

We will advise *you* of the supporting documentation we require and this may include the following:

- the original credit card vouchers relating to the transaction(s) in question and/or the *Westpac Visa credit card account* or *Westpac American Express credit card account* statement showing the transaction(s); and/or
- evidence of an intended *flight* (e.g. ticket, Travel Agent's Itinerary showing your *overseas flight* or a letter from the airline etc.); and/or
- the credit card vouchers and receipts for any purchases *you* are claiming for; and/or
- in the event of any claim being based on the death of a person, Zurich may require that a post-mortem examination be conducted at Zurich's expense.
- a letter from the airline confirming the events that caused *your* claim (letter confirming *flight* delay or the loss, damage or delay in receiving *your* luggage).
- proof of ownership and proof of the value of any luggage lost or damaged by the airline. If *you* can not prove the ownership or value of *your* property, the most we will pay for each individual item is A\$50 per item.

Subrogation and you must assist Zurich with your claim

When making a claim you must advise us of any details of any other insurance under which you are entitled to claim.

You must also, as far as allowed by law, give us all the assistance we may require to institute proceedings against other parties for the purpose of enforcing rights or remedies to which we would become entitled or subrogated upon, by making good any loss or damage under any of the covers included in this document.

Fraudulent claims

When making a claim you have a responsibility to assist Zurich and to act in an honest and truthful manner.

If any claim is fraudulent in any way or if you or anyone acting on your behalf uses fraudulent means to make a claim on any of the covers in this document, then no payment will be made in regard to the claim. Also Westpac will be informed of the situation and may no longer be eligible for any of the insurances contained in this document.



Things you should know: Westpac Banking Corporation ABN 33 007 457 141. Incorporated in Australia. The liability of its members is limited. Westpac has branch locations in Fiji, Vanuatu, Cook Islands and Solomon Islands. Westpac is represented in Papua New Guinea by Westpac Bank-PNG-Limited, Samoa by Westpac Bank Samoa Limited and in Tonga by Westpac Bank of Tonga. American Express® is a registered trademark of American Express. WPBW513 (02/14) 357904