

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 1 October 2017.

200



200 years proudly supporting Australia

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The Insurer is:

Allianz Australia Insurance Limited  
ABN 15 000 122 850, AFSL 234708  
2 Market Street, Sydney, NSW 2000.  
Phone: 132 664

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.

The complimentary insurance benefits apply to events that are covered under the Group Policy, which occur on or after 1 October 2017.

These covers are available under a Group Policy issued to Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 (Westpac), of 275 Kent Street, Sydney, NSW 2000 by AWP Australia Pty Ltd, ABN 52 097 227 177, AFSL 245631, of 74 High Street, Toowong, QLD 4066 (Allianz Global Assistance) under a binder from the underwriter, Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708, of 2 Market Street, Sydney, NSW 2000 (Allianz). For general enquiries call Allianz Global Assistance. Allianz Global Assistance issues and manages the Group Policy on behalf of Allianz. In this document, Allianz and Allianz Global Assistance may also be expressed as 'we', 'us' and '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 this policy and neither it nor any of its related corporations guarantee any of the benefits under this policy. These benefits are provided at no additional cost to the *Cardmember* 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 Allianz or Allianz Global Assistance or any of their related companies.

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## Overseas Travel Inconvenience Insurance.

Overseas Travel Inconvenience Insurance is a cover 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 Allianz Global Assistance 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 (except arising from an act of terrorism) 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 (except arising from an act of terrorism) *you* miss *your overseas connecting 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 two hours or more, *your* luggage containing *your* clothes and/or toiletries is delayed in getting to *you* for over four hours (except arising from an act of terrorism), 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 (except arising from an act of terrorism) 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.**

Allianz 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.**

Overseas Transit Accident Insurance is a cover 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* suffers an *injury* specified in the schedule under the circumstances specified in points 1, 2, 3 or 4 as follows:

1. The *injury* is sustained as a result of an *accident* 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 as a result of an *accident* 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 points 1 or 2 above, *you* are unavoidably exposed to the elements and, as a result of such exposure, suffer an *injury* for which a benefit 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.

#### **We will not pay for....**

We will not pay a benefit amount for any *injury* (including loss of life) arising from an act of terrorism.

## 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 Benefit 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.

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 we 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*, we 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, we 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 or Allianz 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. Events occurring before expiry of this notification will still be eligible for cover. However events occurring after expiry of this notification will not be eligible for cover. Westpac will provide *you* with details of any replacement cover.

## Privacy.

To arrange and manage these covers, we (in this Privacy Notice “we”, “our” and “us” means AWP Australia Pty Ltd trading as Allianz Global Assistance and it’s duly authorised representatives) collect personal information including sensitive information from *you* and those authorised by *you* such as *your* family members, travel companions, *your* doctors, hospitals, as well as from others we consider necessary, including *our* agents.

Any personal information provided to us is used by us to evaluate and arrange *your* cover. We also use it to administer and provide the insurance services and manage *your* and *our* rights and obligations in relation to those insurance services, including managing, processing and investigating claims.

We may also collect, use and disclose it for product development, conducting customer research and analytics in relation to all of our products and services, IT systems maintenance and development, recovery against third parties and for other purposes with *your* consent or where authorised by law.

This personal information may be disclosed to third parties involved in the above process, such as Westpac, travel agents and consultants, travel insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health services providers, *overseas*

data storage and data handling providers, legal and other professional advisers, *your* agents and our related and group companies including Allianz.

Some of these third parties may be located in other countries such as Thailand, France, Germany, Singapore and India. *You* agree that while those parties will often be subject to confidentiality or privacy obligations, we may not be able to take reasonable steps to ensure they follow the particular requirements of Australian privacy laws. By proceeding to acquire our services and products *you* agree that *you* cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress *overseas*.

When *you* provide personal information about other individuals, we and our agents rely on *you* to have made or make them aware:

- that *you* will or may provide their personal information to us;
- of the types of third parties to whom the personal information may be provided to;
- of the relevant purposes we and the third parties we will disclose it to, will use it for;
- of how they can access it; and
- of the matters in this Privacy Notice.

We rely on *you* to have obtained their consent on these matters. If *you* do not, *you* must tell us before *you* provide the relevant information.

*You* can seek access to and correct *your* personal information by contacting us. In cases where we do not agree to give *you* access to some personal information, we will give *you* reasons why. *You* may not access and correct personal information of others unless *you* have been authorised by their express consent or otherwise under law, or unless they are *your* children under 16 years of age.

If *you* have a complaint about *your* privacy, please contact:

Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066 or *you* can contact the Privacy Commissioner at the Office of the Australian Information Commissioner, GPO Box 5218, Sydney, NSW 2001.

For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or via:

[www.allianzworldwidepartners.com.au](http://www.allianzworldwidepartners.com.au)  
under the Privacy and Security link.



**Consent:** By providing *your* personal information, *you* consent to the collection, uses, and disclosures set out in our privacy policy. If *you* do not agree to the above or will not provide us with personal information, we may not be able to supply *you* with our services or products or may not be able to provide *you* with cover.

## **General Insurance Code of Practice.**

Allianz and Allianz Global Assistance proudly support the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Find out more about the code from:  
[www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## **Complaints and Dispute Resolution Process.**

Allianz and Allianz Global Assistance are committed to providing *you* with the highest quality service.

We also know that sometimes there might be something about our products or service that *you* are not totally happy about.

### **Step 1 - Tell us about the problem**

If there's something *you* want to talk to us about, or if *you* would like to make a complaint, we are here to work with *you* to try and resolve *your* issue.

If *you* are not happy with our staff, or if *you* are unhappy with how our staff have responded to *your* complaint, *you* can ask to speak to their Manager.

*You* can also make *your* complaint directly by any of the following means:

**Phone** 1800 091 710, 8am to 8pm AEST, Monday to Friday, and 8am to 5pm AEST, Saturday (within Australia)

**Email** [cardclaimcomplaints@allianz-assistance.com.au](mailto:cardclaimcomplaints@allianz-assistance.com.au)

**Post** Customer Care  
Allianz Global Assistance  
Locked Bag 3014  
Toowong DC, QLD 4066

## Step 2 – Escalate your complaint

We will try to resolve *your* complaint within 15 business days of *you* making it. If this hasn't happened, or if *you* are not happy with how our staff tried to resolve it, *you* can ask that *your* complaint be escalated to our Dispute Resolution Team.

Our Dispute Resolution Team will provide our final decision within 15 business days of *your* complaint being escalated, unless they have requested and *you* have agreed to allow to give them more time.

## Step 3 – Still not resolved?

If *you* are not happy with our decision, *you* can contact the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body. *You* can also contact FOS if we've taken more than 45 days to respond to *you* from the date *you* first made *your* complaint.

FOS is a free service that resolves insurance disputes between consumers and insurers, so there'll be no cost to *you*. We are bound by FOS' decisions – but *you* are not. If *you* wish to access FOS, *you* can contact them:

**Phone** 1800 367 287  
(Office Hours: 9am – 5pm AEST Monday – Friday)

**Email** [info@fos.org.au](mailto:info@fos.org.au)

**Online** [www.fos.org.au](http://www.fos.org.au)

## Definitions.

Headings used in this document are for reference only and do not affect interpretation.

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

The use of the singular shall also include the use of the plural and vice versa.

*“accident”* means any sudden and unexpected physical force (except an act of terrorism), 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.

*“A\$”* means Australian Dollars.

*“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 its 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.

When taking into consideration the age of an item we will deduct the following amounts from our replacement or replacement cost:

- For toiletries (including skin care, make-up, perfume and medications) we will deduct 3.00% for each month *you* have owned the item to a maximum amount of 80%.
- For clothing and footwear we will deduct 1.75% for each month *you* have owned the item to a maximum amount of 80%.

## 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:

- 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, unless the use of the drugs was prescribed by a qualified and registered medical practitioner; 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 *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 Allianz Global Assistance of the claim and they will then send *you* a claim form that must be completed and returned to them 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 Allianz Global Assistance the loss report (if required) within the times stated above may result in denial of the claim if Allianz are prejudiced by *your* delay.

Allianz Global Assistance will advise *you* of the supporting documentation they 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, we may require that a post-mortem examination be conducted at our 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 us with your claim.**

We may at any time, at our expense and in *your* name, use all legal means available to *you* of securing reimbursement for loss or damage arising under this policy. In the event we do so, *you* agree to give all reasonable assistance for that purpose.

### **Fraudulent claims.**

When making a claim *you* have a responsibility to assist us 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 *you* may no longer be eligible for any of the insurances contained in this document.



200 years proudly supporting Australia

**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 and Papua New Guinea. Westpac is represented in Papua New Guinea by Westpac Bank-PNG-Limited. American Express® is a registered trademark of American Express. WPBW513 0817