

Purchase Cover Insurance

Terms and Conditions Cardholder's Policy April 2009

For all **eligible cardholders** these Terms and Conditions are effective for purchases where the final payment is made on or after the 1st April 2009. This booklet will replace the existing Purchase Cover Insurance section included in **your** Credit Cards Terms and Conditions.



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Important information about the insurance

This booklet contains **your Card Services credit card** complimentary Purchase Cover Insurance benefits, which are only available to **cardholders of eligible credit card accounts**.

The issuer

This cover is provided automatically to **cardholders** under the Master Agreement entered into between Citigroup Pty Limited ABN 88 004 325 080, AFS Licencee 238098 of Level 10, 2 Park Street Sydney, New South Wales, 2000 (**Card Services**) and Zurich Australian Insurance Limited ('Zurich'), ABN 13 000 296 640, AFS Licencee No 232507 of 5 Blue Street, North Sydney, NSW, 2060. Zurich is the product issuer of the policies detailed in this booklet. In this booklet, Zurich may also be expressed as 'Zurich', 'we', 'us' or 'our'.

Although the benefits under this insurance are automatically provided to **cardholders**, **cardholders** are not obliged to take these benefits. However, if a person wishes to claim these benefits, they will be bound by the Definitions, Terms and Conditions, Exclusions and Claims Procedures of the policies. 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 **eligible credit card account** statement showing any purchases.

Neither **Card Services**, nor any of its related corporations guarantee any of the benefits under this insurance. These benefits are provided at no additional cost to the **cardholder** and neither **Card Services** nor any of its related corporations receive any commission or remuneration in relation to these benefits. Neither **Card Services** nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies.

Termination of the cover

Card Services may terminate the benefits under this cover in this document for all **cardholders** or an individual

cardholder, and if so will notify the **primary cardholder** of the termination. Purchases finalised before expiry of this notification will still be eligible for cover. However, purchases finalised after expiry of this notification will not be eligible for cover.

Privacy

Zurich respects **your** privacy. Before **you** make a claim, **you** should know the following things:

- We do not require personal information until a claim is made. We will, in relevant cases, disclose personal information (other than sensitive information such as health information) to **Card Services**, our service providers and business partners, in order to allow monitoring of claims service provided, prevention of fraud and to ensure eligibility for cover.
- We will also, where relevant disclose personal information including sensitive information, such as health information to our service providers (including medical practitioners, other health professionals, legal representatives). By submitting personal details, the person consents to those organisations collecting and us disclosing personal and sensitive information about **you** for this purpose.
- A list of the type of service providers and business partners we commonly use is available on request, or from our website. Go to www.zurich.com.au and click on the Privacy link on the homepage.
- We may also be allowed or obliged by law to disclose personal information about **you**, for example under Court orders or Statutory Notices pursuant to taxation or social security laws.
- 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.

- If **you** do not provide the requested information, the assessment of a claim may be delayed or we may not accept a claim.

If **you** would like to find out more about our privacy policies, **you** may contact us by telephone from anywhere in Australia on 132 687, or email

Privacy.Officer@zurich.com.au, or write to:

The Privacy Officer

Zurich Australian Insurance Limited

PO Box 677

North Sydney NSW 2059

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 this policy or service **you** have received from us, including the settlement of a claim, **you** can telephone Zurich on 132 687.

We will respond to the 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 cannot agree on reasonable alternative timeframes with us, the 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 the 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 a final response in writing.

If **you** are unhappy with our response or cannot agree on reasonable alternative timeframes with us, **you** can refer the matter to the external disputes resolution scheme of which we are a member. This scheme is administered by the Financial Ombudsman Service (FOS).

FOS will review our decision in accordance with its terms of reference. **You** are not bound by the decision made by FOS. 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 both Zurich and the Insurance Council of Australia in each State or Territory. FOS can be contacted as follows:

Financial Ombudsman Service Limited

Phone: 1300 78 08 08 between 9am - 5pm AEST

Fax: (03) 9613 6399

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

Email: info@fos.org.au

Definitions and interpretation

The following key words (and/their plurals) when highlighted in **bold** have special meaning in this document.

“**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.

“**cardholder**” means a person, being an Australian resident who is authorised to maintain permanent residency in Australia and whom **Card Services** has issued with an **eligible credit card account**. This includes additional **cardholders**. This definition is also extended to include any Australian resident who is authorised to maintain permanent residency in Australia, and who, by way of a gift from the **cardholder**, receives any goods, purchased by the **cardholder**.

“**Card Services** is a division of Citigroup Pty Limited ABN 88 004 325 080.

“**eligible credit card**” means a current and valid Silver and Low Rate MasterCard credit card issued by **Card Services**.

“**eligible credit card account**” means a current and valid Silver and Low Rate MasterCard credit card facility provided by to which purchases made by **cardholders** on **eligible credit cards** are charged.

“**personal good(s)**” includes all new personal property acquired for personal domestic or household use, but does not include:

- items acquired for the purpose of re-supply/re-sale; or
- items acquired for transformation in a business; or
- items purchased in a business name; or
- business owned or business related items; or
- animals or plant life; or
- computer software or non tangible items; or
- cash, bullion, negotiable instruments, trading cards, lottery tickets or other gambling related items, tickets of any description, travellers cheques, or collections such as stamps, coins and cards; or
- consumable or perishable items (including but not limited to food, drugs, fuel or oil); or
- boats, automobiles, motorboats, airplanes or any other motorised vehicles and their integral parts and installed accessories; or
- second-hand items, including antiques; or
- items of contraband; or
- real estate and movable fixtures or fittings (including but not limited to dish washers and fixed air conditioners) which are, or are intended to form part of any home or real estate; or
- items acquired for a purchase price exceeding A\$10,000.

“primary cardholder” means the person in whose name the **eligible credit card account** is opened.

“unattended” means (but is not limited to) **your** possessions are not with **you** or are in a position where they can be taken without **you** knowing or being able to prevent them from being taken.

“you”, “your”, “yours”, “yourself” means the **cardholder**.

Excess – what you contribute to a claim

An excess applies when you make a claim under this Purchase Cover policy.

An excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured portion first portion of a loss for which **you** are otherwise covered (i.e. the amount that **you** must contribute towards each claim).

The excess amount **you** must pay under this policy is A\$100 for each and every claim made.

Repairing or replacing personal goods

If **personal goods** are lost, stolen or damaged we may choose to:

- repair the item; or
- 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. However,
- 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; and
- **personal goods** left unattended in a motor vehicle are only insured up to a value of A\$250 per item to a maximum of A\$2,500 in total; and
- if **you** bought the item duty free or overseas the amount **you** paid for the item will be the maximum amount paid by us.

Safety of your property/personal goods

You must take all adequate and reasonable precautions (considering the value of the items) to protect **your personal goods**. **You** are not covered if **you** do not take reasonable precautions (considering the value of the items) to protect **your personal goods**.

There is no theft or loss cover at any time, for jewellery, watches, cameras, laptops, mobile phones, and other electrical items or cash in a motor vehicle or in baggage unless directly under **your** personal supervision and **personal goods** are not covered if left:

- **unattended** in a public place; or
- **unattended** in an unlocked motor vehicle; or
- **unattended** in a motor vehicle in view of someone looking into the motor vehicle; or
- **unattended** in a motor vehicle overnight; or
- behind, forgotten or misplaced; or
- with a person who steals or deliberately damages them.

A 'public place' includes, but is not limited to shops, airports, bus depots, busses, planes, trains, streets, hotel foyers (and hallways and grounds), restaurants, beaches, public toilets, car parks, office areas, behind counters, housing and hostel common areas, unlocked hostel and hotel rooms and any place which is accessible to the public.

Reporting lost, stolen or willfully damaged items

In the event that **your personal goods** are stolen or willfully damaged, **you** must make a report to the Police or to the nearest government agency or authority. **You** must do this within 24 hours of learning of the theft, loss or damage and

the report must list and describe the missing or damaged **personal goods**.

If the loss or willful damage occurs overseas, a copy of this report must be obtained and the authority must sign the copy and write on it that it is a true and accurate copy of the original.

Enquiries

- Additional copies of this booklet can be obtained by phoning **Card Services** on 1300 135 538 or via their website at www.cardservicesdirect.com.au
- If **you** require personal advice on this insurance, please see **your** insurance adviser.
- If **you** wish to make a general inquiry regarding the cover outlined in this booklet **you** can phone us on 1800 648 093, however, please make sure **you** have this booklet on hand when **you** phone us.

Insurance exclusions – what is not covered

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

- We do not cover **your personal goods** left unattended in a motor vehicle for any more than A\$250 per item to a maximum of A\$2,500 in total and there is no theft or loss cover at any time, for jewellery, watches, cameras, laptops, mobile phones, and other electrical items or cash in a motor vehicle or in baggage unless directly under **your** personal supervision; or
- We do not insure **you** for any event that is caused by or arises from:
 - **you** failing to follow advice or take heed of a warning from: any government; or

- any official body; or
- any publication or broadcast by any member of the mass media; or
- any event that is intentionally caused by **you** or by a person acting with **your** consent (including suicide or attempted suicide); or
- **your** conscious exposure to exceptional danger unless in an attempt to preserve **your** life or the life of another person; or
- **you** being under the influence of liquor or drugs; or
- **your** involvement in illegal activities, fraud or abuse; or
 - **your** racing (other than foot); or
 - the use of **your** property in sporting activities; or
 - by **act of terrorism**; 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
 - any government authorities, delaying or detaining **you** or seizing or keeping **your** baggage; or
 - non-receipt of the property/**personal goods** that **you** have purchased and

- is being transported to **you**; or
- deterioration, normal wear and tear; or
- any defective item or any defect in an item, or damage arising from inherent defects in an item or an electrical or mechanical fault or breakdown; or
- any process of servicing, repairing or restoring an item unless we have given prior approval; or
- laundering (including washing, ironing and dry cleaning) whether by professional persons or otherwise; or
- vermin or insects, mildew, atmospheric or climatic conditions, or flood; or
- **you** not taking all adequate precautions (considering the value of the items) to protect **your** property or if the property is left:
- **unattended** in a public place; or
- **unattended** in an unlocked motor vehicle; or
- **unattended** in a motor vehicle in view of someone looking into the motor vehicle; or
 - **unattended** in a motor vehicle overnight; or
 - behind, forgotten or misplaced; or
 - with a person who steals or deliberately damages them.

A “public place” includes, but is not limited to shops, airports, bus depots, buses, planes, trains, streets, hotel foyers (and hallways and grounds), restaurants, beaches, public toilets, car parks, office areas, behind counters,

housing and hostel common areas, unlocked hostel and hotel rooms and any place which is accessible to the public; or

- disappearance of the **personal goods** in circumstances which cannot be explained to our satisfaction; or
- radioactivity, radioactivity contamination or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste; or
- flood; or
- consequential loss or damage, punitive damages or any fines or penalties, including punitive, exemplary, liquidated or aggravated damages.

Claims procedures

Please do not contact **Card Services** in the event of a claim, as they do not approve claims and are not involved in processing the claims.

If **you** want to make a claim under this policy, **you** must:

contact Zurich on 1800 648 093 within 30 days of returning home from overseas (even if **you** have previously reported the matter to Zurich Assist), or if **you** are already home, contact us within 30 days of learning of an occurrence (loss, damage or breakdown) that may result in a claim.

We may require **you** to complete a written loss report. If we do, we will provide **you** with the forms that should be returned to us within 30 days after **you** receive them.

Note: Failing to contact us or return the completed loss report (if required) within the times stated might result in denial of the claim.

- **You** must provide us with any evidence/documentation we require to verify **your** claim. This might include (but is not limited to) any of the following:

- proof that **you** are eligible for this insurance cover and proof of **your** ownership of the **personal goods**
e.g. credit card receipts and **your eligible credit card account** statement showing the purchase;
- if **your personal goods** were stolen or willfully damaged **you** must give us the police report number, or if the incident occurred whilst **you** were overseas, a copy of the report **you** obtained from the police or nearest government agency or authority. The report should be certified by the relevant authority as being a true and correct copy of the original;
 - if the **personal goods** were lost, stolen or damaged during the time that a carrier was responsible for them, **you** must provide us with a letter from the carrier explaining what happened and stating the amount of compensation **you** received from them or stating that no compensation was made;
 - a quote (at **your** expense) for the replacement or repair of **your personal goods**. We will, however, pay the reasonable cost of the quote if we agree to pay the claim.
- **You** must also retain any damaged **personal goods** which **you** are claiming for, so that they can be inspected by us or our authorised representative.

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 the cover included in this booklet

Fraudulent claims

When making a claim **you** have the 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 the cover in this document, then no payment will be made in regard to the claim. Also **Card Services** will be informed of the situation and **you** may no longer be eligible for the insurance contained in this document

Purchase Cover Insurance Policy

Purchase Cover Insurance is a benefit available to **cardholders**. This cover provides three (3) months of complimentary insurance against loss, theft, or accidental damage over a wide range of new **personal goods** purchased anywhere in the world, provided the purchase is charged to the **cardholder's eligible credit card account**.

This insurance provides automatic protection for **personal goods** when their purchase is charged to an **eligible credit card account** unless the **personal goods** and/or claims are excluded by the Definitions, Terms and Conditions, or Exclusions, or the **cardholder** fails to comply with the Claims Procedures.

The **personal goods** are insured anywhere in the world for three (3) months from the date of purchase in the event of loss, theft or accidental damage. However, there is no cover until **you** have taken possession of the **personal goods**.

The liability of Zurich for claims made pursuant to this insurance shall not exceed the lesser of:

- the actual amount charged to the **cardholder's eligible credit card** account to purchase the **personal goods**; or
- A\$ 1,000 per claim in respect of jewellery, watches and fine arts; or
- A\$ 50,000 in any 12-month period in respect of any one **cardholder's eligible credit card account**.

In the event of an emergency overseas please call Zurich (reverse charge) on+61 2 9995 2021 or to make a claim in Australia phone 1800 648 093.

OR

For more information on your Card Services credit card
or for Card Services Online go to

www.cardservicesdirect.com.au

or call

1300 135 538



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