

The American Express®  
Gold Rewards Card and Gold Credit Card  
Insurance Terms & Conditions

**Effective from 15 September 2022**

## **Terms and Conditions**

**American Express® Gold Rewards Card Insurances Policy Number:**  
09NACGLDRW.

**Cover is effective from 15 September 2022.**

These Terms and Conditions were prepared on 15 September 2022.

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

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

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.

In this document “We”, “Our” and “Us” means Chubb Insurance New Zealand Limited (Chubb). “You” and “Your” means the American Express Gold Rewards Card Member.

## TABLE OF CONTENTS

Terms and Conditions	2
<b>1. ELIGIBILITY &amp; ACTIVATION OF INSURANCE BENEFITS</b>	<b>5</b>
<b>2. SUMMARY OF BENEFITS AND SCOPE OF COVER</b>	<b>6</b>
Exclusions and Limitations	7
Termination	7
Other Insurance	7
<b>3. IMPORTANT INFORMATION ABOUT THIS COVER</b>	<b>8</b>
No Financial advice	8
Updating these Terms and Conditions	8
Financial Strength Rating	9
<b>4. DEFINITIONS</b>	<b>9</b>
<b>5. BENEFITS</b>	<b>13</b>
SECTION (A) MEDICAL EMERGENCY EXPENSES COVER	13
Specific Definitions under Medical Emergency Expenses Cover	13
Cover	13
Terms and Conditions applicable to Medical Emergency Expenses Cover	14
Exclusions under Medical Emergency Expenses Cover	15
Excess applicable to Medical Emergency Expenses Cover	15
SECTION (B) RESUMPTION OF JOURNEY COVER	15
Cover	15
Terms and Conditions applicable to Resumption of Journey Cover	15
Exclusions under Resumption of Journey Cover	16
Excess applicable to Resumption of Journey Cover	16
SECTION (C) BAGGAGE, MONEY AND DOCUMENTS COVER	16
Specific Definitions under Baggage, Money and Documents Cover	16
Cover	16
Terms and Conditions applicable to Baggage, Money and Documents Cover	17
Exclusions applicable to Baggage, Money and Documents Cover	17
Excess applicable to Baggage, Money and Documents Cover	18

SECTION (D) TRAVEL CANCELLATION COVER	18
Specific Definitions under Travel Cancellation Cover	18
Cover	19
Exclusions applicable to Travel Cancellation Cover	19
Excess applicable to Travel Cancellation Cover	20
<b>6. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS A–D ABOVE</b>	20
General Exclusions	20
General Conditions	21
<b>7. HOW TO MAKE A CLAIM</b>	21
Making a claim under these Terms and Conditions	22
Claiming under the Terms and Conditions	22
<b>8. COMPLAINTS AND DISPUTE RESOLUTION</b>	22
Stage 1 – Complaint Handling Procedure	23
Stage 2 – External Dispute Resolution	23
<b>9. THE FAIR INSURANCE CODE</b>	24
<b>10. PRIVACY STATEMENT</b>	24
Personal Information Handling Practices	24

## 1. ELIGIBILITY & ACTIVATION OF INSURANCE BENEFITS

**Important:** In order to be eligible for the complimentary insurance benefits, You must first purchase the full fare for a Trip, on Your American Express® Gold Rewards Card Account.

Important: Supplementary Card Members are **not covered** for complimentary Insurance benefits (see table directly below). If You are a Supplementary Card Member or a Supplementary Card Member is travelling with You on a Trip, You should consider whether these benefits provide adequate cover. The Supplementary Card Member may need to take out a separate travel insurance policy.

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

Section	Benefit	Primary Card Member
A	Medical Emergency Expenses Cover (For 24-hour medical and travel emergency assistance call Chubb Assistance on <b>+61 29335 3492</b> )	✓
B	Resumption of Journey Cover	✓
C	Baggage, Money and Documents Cover	✓
D	Travel Cancellation Cover	✓

---

### FOR MEDICAL AND TRAVEL EMERGENCIES, PLEASE CONTACT CHUBB ASSISTANCE ON **+61 2 9335 3492**.

If you require emergency assistance anywhere, please contact us on the number above.

For non-emergency claims please refer to the "How to make a claim" section on page 21.

---

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

---

<b>Address:</b>	CU-1-3 Shed 24, Princes Wharf, Auckland, 1010
<b>Postal Address:</b>	PO Box 734, Auckland, 1010
<b>Telephone:</b>	0800 703 702
<b>Overseas Telephone:</b>	+61 2 9335 3354
<b>Facsimile:</b>	+64 (9) 303 1909
<b>Email:</b>	CardmemberServices.ANZ@Chubb.com

---

## 2. SUMMARY OF BENEFITS AND SCOPE OF COVER

The table below provides a summary of the benefits provided pursuant to the Master Policy and the terms and conditions which apply. It is not an exhaustive list of all limits, terms, conditions or exclusions in these Terms and Conditions. It is intended to be a quick reference tool to help You understand the main benefits and some exclusions that apply. Excesses apply for the benefits as stated below.

Section	Benefit	Summary	Pg
<b>TRAVEL INSURANCE COVER</b>			
A	Medical Emergency Expenses Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>Repatriation/Evacuation, cost of overseas Treatment, emergency dental Treatment and reasonable extra accommodation costs in the event of a Medical Emergency whilst on an International Return Trip.</li> </ul> <p><b>Excess: \$250 per claim</b></p> <p><b><i>In an emergency: Contact Chubb Assistance as soon as You have an emergency on +61 2 9335 3492 and provide Your American Express® Gold Rewards Card Account number and as much information as possible. Please provide a telephone or fax number where You can be contacted. We will not pay medical costs over \$1,500 without prior authorisation by Chubb Assistance.</i></b></p>	13
B	Resumption of Journey Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>cost to resume a Trip after it has been interrupted following the death, imminent death, serious accident or acute illness of a Close Relative.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	15
C	Baggage, Money and Documents Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>damaged, destroyed, lost, or stolen Personal Baggage or Money and Documents during a Trip.</li> </ul> <p><b>Excess: \$100 per claim except for laptop computers where the excess is \$250 per claim</b></p>	16
D	Travel Cancellation Cover	<p><b>Cover for:</b></p> <ul style="list-style-type: none"> <li>non-refundable deposits, pre-paid excursion costs and leisure activities and unused travel and accommodation costs You have paid where You have had to cancel a Trip for certain reasons.</li> </ul> <p><b>Excess: \$250 per claim</b></p>	18

## Exclusions and Limitations

As with all insurance policies, there are some very important exclusions and limitations that apply. You should read this document carefully.

This policy contains both general and specific exclusions. General exclusions apply to all parts of the Policy and can be found at page 20 under the section titled General Exclusions. Specific exclusions apply only to specific parts of the policy and can be found at the end of each benefit section.

We have highlighted a few important exclusions and limitations below:

- Losses arising from any Pre-existing Medical Conditions are not covered.
- You must be under eighty (80) years of age.
- Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is eighty-one (81) years of age and over are not covered.
- One-way trips are not covered.
- Items left Unattended in a Public Place are not covered.
  - Public Place means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.
  - Unattended means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

### Termination

Cover provided under this Policy will terminate at the earlier of the following:

- cancellation of the American Express® Gold Rewards Card Account; or
- termination of the Master Policy.

### Other Insurance

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

Therefore, any insurance cover under the Master Policy in respect of the same loss shall only be excess insurance cover over and above the applicable policy.

### **3. IMPORTANT INFORMATION ABOUT THIS COVER**

These terms and conditions set out important information about Medical Emergency Expenses Cover, Resumption of Journey Cover, Baggage, Money and Documents Cover and Travel Cancellation Cover.

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

American Express International (New Zealand, Inc) (**Amex NZ**) holds a Master Policy (Chubb reference number NZDAFA00053 the "**Master Policy**") with Chubb.

Under the Master Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the terms and conditions specified) provided by Chubb as the insurer where You have met the activation and eligibility requirements set out in the Eligibility & Activation of Insurance Benefits above. You are not charged by Chubb for these benefits.

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

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

#### **No Financial advice**

The information contained within this document and any accompanying material provided by Chubb does not take into account the personal circumstances, objectives, financial situation or needs of the insured and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of the relevant insurance coverages, and obtain financial advice if required, before making any decisions about the cover under these Terms and Conditions.

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

#### **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 [americanexpress.com/newzealand](http://americanexpress.com/newzealand). Chubb will issue a new document or a supplementary document to Amex NZ to advise of a change to the existing Terms and Conditions or to make any necessary corrections.



## Financial Strength Rating

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

AAA Extremely Strong	BBB Good	CCC Very Weak	SD or D – selective default or default
AA Very Strong	BB Marginal	CC Extremely Weak	R - Regulatory Action
A Strong	B Weak		NR – Not Rated

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

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

## 4. DEFINITIONS

The following words when used with capital letters in this document have the meaning given below. Wherever these words are used in plural in this Policy, they have the same meaning as the singular form shown below.

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

**Chubb Assistance** means the service provider acting on behalf of Chubb to provide emergency assistance.

**Amex NZ** means American Express International (NZ), Inc. (Company Number 867929) of Jarden House, Level 5, 21 Queen Street, Auckland 1010, the Master Policy holder.

**American Express® Gold Rewards Card Account** means a Gold Rewards or Gold Credit account issued by American Express New Zealand, billed from New Zealand and in New Zealand dollars.

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

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

**Close Relative** means spouse, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

**Common Carrier Conveyance** means an air, land or water vehicle (other than a rental vehicle or Private Charter aircraft) operated by a common carrier licensed to carry passengers for hire (including taxis and airport limousines).

**Doctor** means a legally registered medical practitioner or dentist who is not You or Your relative.

**Domestic Return Trip** means a return trip within New Zealand that is more than 150-kilometre radius from Your Home:

starting:

- a) when You leave Your Home or Your Work (whichever occurs last) to travel to Your destination, or
- b) when You leave Your Home or Your Work (whichever occurs last) to travel to the departure point of Your Scheduled Flight or Scheduled Cruise; and

ending:

- a) when You return to Your Home or Your Work (whichever occurs first); or
- b) when Your trip exceeds 180 consecutive days.

**Injury** means bodily injury which:

1. is caused by accidental, violent, external and visible means (the accident) and results solely and directly from the accident and independently of all other causes; and
2. causes a loss, within one-hundred (100) days of the accident.

**Insolvency** means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

**International Return Trip** means a trip where Your destination is outside of New Zealand:

starting:

- a) when You leave Your Home or Your Work (whichever occurs last) to travel to the airport to fly on Your Scheduled Flight; or
- b) when You leave Your Home or Your Work (whichever occurs last) to travel to a harbour port to board a Scheduled Cruise;

and ending:

- a) when You return to Your Home or Your Work (whichever occurs first) having travelled from the airport or harbour port; or
- b) when Your trip exceeds 180 consecutive days.

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

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

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

**Pre-existing Medical Condition means:**

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

**Primary Card Member** means the person who applied for the American Express® Gold Rewards Card Account and who is issued an American Express® Gold Rewards Card Account as the primary account holder; and

1. their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
2. their legally dependent children (including stepchildren or legally adopted children) who are twenty-two (22) years of age or less and wholly dependent on them for financial support.

**IMPORTANT:** Primary Card Member does **not** include a Supplementary Card Member.

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

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

**Special Sports** means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed, performance or endurance tests; abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; horse riding; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping;

ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

**Supplementary Card Member** means:

1. a person who has been issued a supplementary card on American Express® Gold Rewards Card Account; and
2. their husband, wife, fiancé(e), de-facto or life partner with whom they have continuously cohabited for a period of six (6) months or more; and
3. their legally dependent children (including stepchildren or legally adopted children) who are twenty-two (22) years of age or less and wholly dependent on them for financial support.

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

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

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

**Trip** means:

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

Cover for a Trip ceases at the earlier of:

1. when You return to Your usual place of residence; and
2. when Your Trip exceeds one hundred and eighty (180) consecutive days; and

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

**You/Your means:** a Primary Card Member.

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

## 5. BENEFITS

### SECTION (A) MEDICAL EMERGENCY EXPENSES COVER

#### Specific Definitions under Medical Emergency Expenses Cover

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

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

**Repatriation/Evacuation** means Your:

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

#### **Cover**

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

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

#### ***1. In the event of a Medical Emergency***

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

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

In the event of a Medical Emergency Chubb Assistance may:

- a) arrange and refer You to physicians, hospitals, clinics, private duty nurses, dentists, dental clinics, pharmacies, ophthalmologists, opticians and suppliers of contact lenses, ambulance and medical aid equipment;

- b) organise Your admission to an appropriate hospital and guarantee and advance medical expenses.

## **2. In the event of Your death**

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

- a) transportation of Your remains to New Zealand; or
- b) cremation and subsequent transportation of Your remains to New Zealand; or
- c) local burial;

up to \$15,000.

***In an emergency:***

***You should contact Chubb Assistance as soon as an emergency arises on +61 2 9335 3492 and provide Your American Express® Gold Rewards Card Account number, as much information as possible and a telephone or fax number where You can be contacted.***

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

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

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

## **Exclusions under Medical Emergency Expenses Cover**

Cover **does not** extend to any loss arising from:

1. Your Pre-Existing Medical Conditions;
2. Your participation in Special Sports, or extreme sports where special equipment, training and preparation are required;
3. You engaging in Manual Work;
4. costs related to dentures, crowns and orthodontics;
5. costs You incur outside New Zealand after the date Chubb Assistance confirms that You should return to New Zealand;
6. costs of Treatment performed by Close Relatives;
7. coffins and/or urns which do not meet international airline standards for transportation of mortal remains;
8. sexually transmitted diseases;
9. costs incurred in New Zealand;
10. a Trip involving pre-planned Treatment, or for the purpose of obtaining Treatment, or Treatment for cosmetic reasons unless Chubb Assistance's senior medical officer agrees that such Treatment is necessary as a result of any covered accident.

## **Excess applicable to Medical Emergency Expenses Cover**

\$250 per claim

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

### **Cover**

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

### **Resumption of Journey Cover**

In the event that You have to interrupt a Trip and return to New Zealand immediately following the death, imminent death, serious accident or acute illness of a Close Relative (who is under eighty-one (81) years of age) and then resume the Trip, We will pay for reasonable extra expenses actually and necessarily incurred (less any refund received for the unused prepaid travel accommodation arrangements) to complete Your original travel arrangements (as stated in Your original itinerary) up to \$5,000.

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

We will only pay if:

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

## **Exclusions under Resumption of Journey Cover**

Cover **does not** extend to any loss arising from:

1. The death, imminent death, serious accident or acute illness of any Close Relative who is eighty-one (81) years of age and over.

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

\$250 per claim

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

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

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

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

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

**Public Place** means, but is not limited to, shops, buses, planes, trains, taxis, airports, bus depots, hotel foyers, restaurants, cafes, beaches and any place that is accessible by the public.

**Secure Area** means the locked dashboard, glove compartment, boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or station wagon, the fixed storage units of a motorised or towed caravan, or a locked luggage box locked to a roof rack locked to the vehicle, providing that, in each case, all items are out of sight.

**Unattended** means when Your possessions are not under Your observation and within Your reach and/or Your possessions can be taken without You being able to prevent them from being taken.

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

### **Cover**

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

### **Baggage, Money and Documents Cover**

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

1. \$30,000 in total overall in any one (1) three hundred and sixty-five (365) day period;



2. \$2,000 for any one (1) item or any one (1) Pair or Set of items or for Valuables;
3. \$500 for Money and Documents;
4. \$1,000 for any Smartphone;
5. \$5,000 for any one (1) laptop computer.

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

1. We will at Our discretion, pay You for the loss of, or replacement of, or repair of the items concerned.
2. Payment will be based on the item's current purchase price subject to a deduction for wear and tear.
3. We will only be liable for the value of that part of a Pair or Set which has been lost, stolen, damaged or destroyed.
4. You will need to transfer to Us, on Our request and at Your expense, any damaged item.
5. You must take reasonable precautions to secure the safety of all items, and must not leave them unsecured or Unattended or outside Your reach at any time in a Public Place.
6. Cover in respect of theft (excluding Valuables) from an unattended motor vehicle is subject to the following:
  - a) items must be locked out of sight in a Secure Area; and
  - b) forcible or violent means must have been used by an unauthorised person to gain entry to the vehicle; and
  - c) evidence of such entry is available.
7. To support all claims You must supply the item's original purchase receipt or an alternative written or printed proof of the purchase price.
8. You must supply all original invoices, receipts and reports to the Appointed Claims Handler ensuring that You keep a copy of the documents sent.
9. Claims for loss, theft or criminal damage must be reported to the local police, carrier, tour operator or accommodation manager and a written report obtained within forty-eight (48) hours of the incident occurring.
10. Claims for damage of items in transit must be reported to the carrier and a written report obtained within twenty-four (24) hours of You receiving Your Personal Baggage.

### **Exclusions applicable to Baggage, Money and Documents Cover** Cover **does not** extend to any loss of or arising from:

1. items loaned, hired or entrusted to You;
2. items left Unattended in a Public Place;
3. valuables from an unattended motor vehicle or from checked in baggage;
4. electrical or mechanical breakdown of items;
5. wear and tear, moth, vermin, denting, scratching or any process of dyeing or cleaning;
6. confiscation or destruction by order of any government or public authority;
7. damage to fragile or brittle items unless caused by fire or resulting from an accident to an aircraft, sea vessel, or motor vehicle;
8. damage to sports gear and activity equipment while in use;

9. in respect to a Pair or Set of items, We will only be liable for the value of that part of the Pair or Set which has been lost, stolen, damaged or destroyed;
9. shortages, errors, omissions, depreciation in value in respect of Money and Documents;
11. loss from hotel rooms unless evidence is available of forcible or violent means used to gain entry to the room;
12. animals or plant life, antiques and historical artefacts, boats or canoes and their ancillary equipment, bonds, securities, stamps, coupons, vouchers or documents of any kind other than those within the definition of Money and Documents, business goods or specialised equipment relating to a trade or profession, china, consumable or perishable items, contact or corneal lenses, dentures, glass, hearing aids, keys, musical instruments, motor vehicles or accessories, pedal cycles, pictures, photos.

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

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

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

### **Specific Definitions under Travel Cancellation Cover**

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

- a) You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, where in all cases the Close Relative is under eighty-one (81) years of age, having an accident, suffering an unforeseen illness or dying before or during Your Trip.
- c) Your redundancy which qualifies for redundancy payments under current legislation.
- d) You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity.
- e) You being required by the Police or an authority to be present at Your home or place of business in New Zealand following burglary, or local major damage such as flood at Your home or place of business in New Zealand.
- f) a delay of more than twenty-four (24) hours on the outward leg of Your Trip or the reduction in the length of Your Trip by at least 25%, whichever is the greater, as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means that You no longer want to go on Your Trip.
- g) You being in the New Zealand armed services (military, naval or air service) or Police Force and Your leave is revoked.

## Cover

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

### In the event of Travel Cancellation

In the event of Travel Cancellation, We will pay:

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

**However, where You have incurred both additional travel or accommodation expenses as well as forfeited expenses, only the greater of these expenses is payable under this Policy.**

**For example, if You forfeited pre-paid accommodation for a particular night, but also incur additional accommodation expenses for the same night, only the highest amount will be payable.**

### Exclusions applicable to Travel Cancellation Cover

Cover **does not** extend to any loss arising from:

1. Pre-Existing Medical Conditions;
2. cancellation due to the death, Injury, sickness or disease of any Close Relative who is eighty-one (81) years of age and over;
3. additional costs incurred due to Your failure to notify the carrier or travel agent immediately that Your Trip is to be cancelled or curtailed;
4. Your failure to hold or obtain a valid passport, visa, or other required documentation prior to commencing Your Trip;
5. Your failure to check-in at the required time for any flight, sea crossing or train journey;
6. cancellation caused by Your work commitments, or amendment of Your entitlement by Your employer, unless You are a member of the New Zealand Armed Services (military, naval or air service) or Police Force and the expense or cost was incurred as a result of Your leave being revoked;
7. travel or accommodation for, or in respect of, anyone other than a person falling within the definition of Primary Card Member;
8. costs incurred in respect of any Medical Condition where You are unable to supply a medical certificate from the appropriate Doctor

confirming cancellation was necessary and unavoidable. Medical certificates must be provided at Your own cost;

9. You or any other person deciding not to continue Your Trip or changing Your plans;
10. Your financial circumstances or any contractual or business obligation;
11. the failure of Your travel agent to pass on monies to operators or to deliver promised services;
12. a cancellation due to a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or due to the negligence of a wholesaler or operator;
13. any government regulation, prohibition or restriction;
14. circumstances known prior to You activating cover;
15. Your return to anywhere except New Zealand following an accident illness or death suffered by any person.

**Excess applicable to Travel Cancellation Cover**

\$250 per claim

**6. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS A–D 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. circumstances when a Doctor has deemed You unfit to travel;
3. any costs with respect to Cuba;
4. Trips that do not start and end in New Zealand;
5. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit;
6. intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane;
7. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
8. 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;
9. service in the armed forces (military, naval or air service) of any country except New Zealand where cover applies for cancellation or curtailment of a Trip under Section (D) Travel Cancellation Cover (definition of 'Travel Cancellation' point (g));
10. participation in any military, police or fire-fighting activity;
11. activities undertaken as an operator or crew member of any conveyance;

12. flying in military aircraft or any aircraft which requires special permits or waivers;
13. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries;
14. 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;
15. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor;
16. taking of alcohol in combination with any drug or medication;
17. 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;
18. an act of Terrorism.

## **General Conditions**

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.
2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb Insurance New Zealand Limited is a subsidiary of a United States of America company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance New Zealand Limited is subject to certain United States of America laws and regulations in addition to European Union, United Nations and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

## **7. HOW TO MAKE A CLAIM**

When making a claim You must:

1. supply Your American Express® Gold Rewards Card Account Number.
2. for non-emergency claims, please follow the link [www.americanexpress.com/newzealand/claims](http://www.americanexpress.com/newzealand/claims)
3. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim.

4. provide proof of purchase for items being claimed. If no proof of purchase can be provided your claim may not be paid, and this decision will be made at Our complete discretion.
5. disclose to Us material information about the claim, including details of any other insurance cover under which You may be entitled to claim.

## **MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS**

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

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

### **Claiming under the Terms and Conditions**

1. In the event of a medical emergency or for travel assistance whilst overseas, call Chubb Assistance on +61 2 9335 3492.
2. To make a non-emergency claim, please follow the link [www.americanexpress.com/newzealand/claims](http://www.americanexpress.com/newzealand/claims) within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. For a claim form please contact Us on 0800 703 702 or +61 2 93353354.
4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
6. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

## **8. COMPLAINTS AND DISPUTE RESOLUTION**

We take Your concerns very seriously and We have detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To assist Us with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint.

Our complaints and dispute procedures are as follows:

## **Stage 1 - Complaint Handling Procedure**

If You are dissatisfied with any aspect of a Chubb or Combined Insurance product or service and You wish to make a complaint, please contact Our Complaints and Customer Resolution Service (CCR Service) by post, phone or email (as below):

Complaints and Customer Resolution Service  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140  
O +64 9 377 1459  
E [Complaints.NZ@chubb.com](mailto:Complaints.NZ@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently and Our team members are independent of the original decision maker.

### **Our response**

We will acknowledge receipt of Your complaint within five (5) business days of receiving it from You and We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and if We have all the information required to make a decision, We will respond to You within ten (10) business days with a decision. If We require more time or further information We will request a reasonable additional timeframe in which to provide Our response. If We require more time to finalise Our response, We will keep You updated at least every 20 business days.

When We provide Our complaint decision to You, or if We cannot resolve Your complaint within two months of You lodging it, We will provide You with a 'deadlock' letter which explains Our reasons to You in writing. We will provide You with the option of taking Your complaint to Stage 2 of the Complaints and Dispute Resolution process – External Dispute Resolution.

### **Stage 2 – External Dispute Resolution**

We are a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Minister of Consumer Affairs. Subject to FSCL's Terms of Reference, if You are dissatisfied with Our complaint determination or We are unable to resolve Your complaint or dispute to Your satisfaction within two months, You may contact FSCL via:

Financial Services Complaints Limited  
PO Box 5967,  
Wellington 6140  
O 0800 347 257 (Call Free for consumers)  
or +64 4 472 FSCL (472 3725)  
E [info@fscl.org.nz](mailto:info@fscl.org.nz) or [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)  
[www.fscl.org.nz](http://www.fscl.org.nz)

Please note if You would like to refer Your complaint to FSCL You must do so within 2 months of the date of the 'deadlock' letter (or any longer period permitted under FSCL's Terms of Reference).

FSCL provides an independent dispute resolution service that is free to customers.

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



## **9. THE FAIR INSURANCE CODE**

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

## **10. Privacy Statement**

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

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

### **Personal Information Handling Practices**

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

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

#### **Purpose of Collection**

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

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

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

#### **Recipients of the Information and Disclosure**

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

- contractors and service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such



as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus, call centres and marketing agencies);

- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers and other parties involved in the policy or claim (such as the Earthquake Commission); and
- government agencies or organisations (where We are required to by law or other wise).

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

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

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

If You would like to access a copy of Your personal information, correct or update Your personal information, or withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, please contact the Privacy Officer by posting correspondence to

Chubb Insurance New Zealand Limited,  
PO Box 734, Auckland;  
telephoning: +64 (9) 3771459;  
or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com)

### **How to Make a Complaint**

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

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

This page has been left blank intentionally.

This page has been left blank intentionally.

All information correct at 15 September 2022



American Express International (NZ), Inc. Incorporated in Delaware, USA.  
®Registered Trademark of American Express Company.

AEX8765 0922