

Policy Document

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National Gold Insurance

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National Gold Overseas Travel Insurance Policy

This insurance is available under a Master Policy issued to National Australia Bank Limited ABN 12 004 044 937, Level 24, 500 Bourke Street, Melbourne, Victoria 3000, by American Home Assurance Company ABN 67 007 483 267, 549 St Kilda Rd, Melbourne, Victoria 3004.

For the purpose of this Policy:

- Travel by Australian residents to Norfolk Island and/or Christmas Island will be regarded as overseas travel; and
- Domestic air travel required to connect with overseas travel or domestic air travel forming part of the overseas travel will be regarded as overseas travel. However medical and hospital expenses are not covered in respect of such travel.

The Insurer

American Home Assurance Company
ABN 67 007 483 267
549 St Kilda Road
Melbourne Vic 3004
Phone: (03) 9522 4000

Schedule of Benefits and Sums Insured

Benefits	Sum Insured for persons under 75 years of age.	Sum Insured for persons 75 years of age up to 90 years of age.
Section 1 Cancellations, Overseas Medical and Additional Expenses	Unlimited	Cancellation cover only for a maximum \$5,000 No cover for overseas Medical and Additional Expenses
Section 2 Luggage, Personal Effects and Travel Documents	\$10,000 for single persons \$20,000 for Families	\$10,000 for single persons \$20,000 for Families
Section 3 Personal Liability	\$2,500,000 per person	\$2,500,000 per person
Section 4 Collision Damage Waiver	\$2,000 per person	\$2,000 per person
Section 5 (a) Accidental Death and Disability (Non-Common Carrier cover)	\$100,000 for Cardholder \$50,000 for Spouse Up to \$1,000 per week for income earners	\$100,000 for Cardholder \$50,000 for Spouse
Section 5 (b) Accidental Death and Disability (Common Carrier cover)	\$200,000 per person \$50,000 for Dependent Child	No cover
Section 6 Hijack and Detention	\$100 per day to a maximum \$6,000	\$100 per day to a maximum \$6,000
Section 7 Missed Connection	Maximum \$2,000	Maximum \$2,000
Section 8 Kidnap and Ransom	\$250,000 per person	\$250,000 per person

You must purchase 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) with Your Gold Card to activate this cover prior to the commencement date of Your Journey. If You are a primary Gold Cardholder and You are a member of or participant in the National Rewards Program You have the option of redeeming National Rewards Program points or using a travel rewards voucher issued to You pursuant to the National Rewards Program, in exchange for 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers

cheques) prior to the commencement date of Your Journey. A combination of National Rewards Program points redemption, use of a travel rewards voucher issued to You pursuant to the National Rewards Program, or payment by Your Gold Card that equals 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) prior to the commencement date of Your Journey is also acceptable.

EXCESS – We will not pay the first \$200 of each and every claim arising from the same event under Sections 1, 2 and 3.

Important matters you should know about

Agreement – We will provide You with the cover subject to the terms, conditions and exclusions contained in this Policy.

Eligibility – To be eligible for this insurance:

- You must be a current Gold Cardholder and You must have paid for 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) with Your Gold Card to activate this cover prior to the commencement date of Your Journey, or
- You are a current primary Gold Cardholder and a member of or participant in the National Rewards Program and You have redeemed Your National Rewards Program points or used a travel rewards voucher issued to You pursuant to the National Rewards Program, in exchange for 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) prior to the commencement date of Your Journey.

You are eligible for this insurance if you combine use of Your Gold Card, use of a travel rewards voucher issued to You pursuant to the National Rewards Program or redemption of National Rewards Program points, to equal 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) prior to the commencement date of Your Journey.

Age Limit – This Policy covers current Gold Cardholder's who are under 90 years of age. There are limitations to the amount and cover provided for Gold Cardholder's aged 75 years to 90 years. Please refer to the Schedule of Benefits and Sums Insured on pages 4 and 5.

Pre-Existing Medical Conditions –

This coverage does not provide any benefits for pre-existing medical conditions.

Limits of Liability – Our liability for each Policy Section is limited to the Sums Insured specified for each Section, as shown in the Schedule of Benefits and Sums Insured. Sub limits may apply – refer to applicable Section.

Luggage – The maximum Sum Insured is \$2,000 per item, set or pair of items and \$6,000 for laptop computers inclusive of all accessories.

Policy Excess – You will be required to pay the first \$200 for each and every claim arising from any one event under Sections 1, 2, 3 and 4.

Safety of Your Belongings – You must take all reasonable precautions to safeguard Your property. Leaving personal belongings unattended in Public Places encourages theft and as such is not a reasonable precaution.

All Losses under the luggage and travel documents cover **must** be reported to the authorities within 24 hours and a written acknowledgment obtained.

Receipts for claimable expenses and items purchased by You must be retained to support Your claim. It is recommended for security purposes that receipts for purchases be kept separately from the items obtained.

Exclusions – You should take special note of the General Policy Conditions, General Exclusions and those portions of each section headed 'In addition to the General Policy Exclusions applying to all Sections of the Policy, We will not pay' in each Section of this Policy.

General Policy Conditions

General – At the time of this insurance becoming effective You must be fit to travel and not be aware of any circumstance which could lead to cancellation or disruption of the Journey, otherwise any subsequent claim could be jeopardised.

Australian Law – This Policy shall be interpreted in accordance with the law of the State or Territory in which the Gold Cardholder resides and be subject to the jurisdiction of the courts of that State or Territory.

Currency – All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

Cancellation of Cover – American Home Assurance Company and National Australia Bank Limited may agree to terminate the National Gold Overseas Travel Insurance Policy Cover at any time. National Australia Bank Limited will notify the primary Gold Cardholder on or before the date of such termination. It is the responsibility of the Gold Cardholder to ensure that the Overseas Travel Insurance Cover is current either at the time a Gold Card is used to purchase Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) or, in the case of a primary Gold Cardholder who is also a member of or participant in the National Rewards Program, at the time Your National Rewards Program points are redeemed or a travel rewards voucher issued to You pursuant to the National Rewards Program is used for Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques).

Other Insurance – Except for Section 5 Accidental Death, there is no cover under this Policy for any loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what You would be otherwise entitled to recover under this Policy, where permissible under Law.

Subrogation – You must provide Us immediately with full particulars of any claim made against You by any other person, all legal documents served on You and allow Us the sole option to negotiate settlement of, or defend the claim in Your name.

Fraudulent Claims – If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy then any amount payable in respect of such claim shall be forfeited.

Definitions:

Gold Card – means a current and valid Gold Credit Card issued by National Australia Bank Limited in connection with a credit card account (and includes a card issued to an additional cardholder on such an account).

Gold Cardholder – means a person to whom National Australia Bank Limited has issued a Gold Card and includes the primary cardholder and any additional cardholder to whom a Gold Card has been issued unless otherwise stated.

National Rewards Program – means the loyalty program operated by the National Australia Bank Limited under which a member or participant primary Gold Cardholder is rewarded for using a Gold Card issued to them or an additional cardholder.

You and Your – means a Gold Cardholder and includes Family members.

Family (ies) – means Your Spouse and Your Dependent Children that are travelling with You.

Spouse – means Your Spouse or de facto partner with whom You have continuously cohabited for a period of three (3) consecutive months or more and who travels with You on the Journey.

Dependent Children – means Your unmarried children who are primarily dependant upon You for maintenance and support and who travel with You on the Journey.

We, Our, Us – means American Home Assurance Company.

Relative – means Your Spouse, parent, parent-in-law, grandparent, step-parent, sister, sister-in-law, brother, brother-in-law, daughter, step-daughter, daughter-in-law, son, step-son, son-in-law, grandchild, guardian, fiance, fiancée, half-brother, half-sister, niece or nephew all resident in Australia and under 80 years of age at the time You purchase Your travel with Your Gold Card or, in the case of a primary Gold Cardholder who is a member of or participant in the National Rewards Program Your National Rewards Program points are redeemed, or a travel rewards voucher issued to You pursuant to the National Rewards Program is used for travel.

Period of Journey, Journey – means the shorter period commencing from the time You leave Your place of residence in Australia to travel overseas, until:

- 1 the time You return to Your place of residence in Australia, or
- 2 the expiry of 90 consecutive days following the time that You leave Your place of residence

in Australia to travel overseas. The maximum duration of coverage is 90 consecutive days. Cover for cancellation benefits will commence from the time You charge Your travel costs on Your Gold Card or, in the case of a primary Gold Cardholder who is a member of or participant in the National Rewards Program, You redeem Your National Rewards Program points or You use a travel rewards voucher issued to You pursuant to the National Rewards Program, for travel costs. Cover for all other benefits will commence from the time You commence Your Journey as described above. For cover to apply Your Journey must commence and conclude in Australia.

Public Place – includes but is not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets, and any place to which the public has access.

Injury – means a physical injury, caused by a violent, external and visible means, which occurs fortuitously whilst this insurance is in force and which results, solely, directly and independently of any pre-existing condition or other cause, in any of the events specified in the Policy within 12 calendar months of the date of its occurrence.

Bed Care Patient – means You are necessarily confined to bed (such confinement must commence during the Journey) for a continuous period of not less than 24 hours and Your confinement is certified as necessary by a legally qualified and registered medical practitioner

and You are under the continuous care of a registered nurse (other than Yourself or a member of Your Family). You are not a Bed Care Patient if You are a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or external care facility or a place for the care or treatment of alcoholics or drug addicts.

Conveyance – means an aircraft, vehicle, train, vessel or other public transportation that is licensed to carry fare-paying passengers.

Unattended – means, but is not limited to: not on Your person at the time of loss, left with a person other than Your travelling companion, left in a position where it can be taken without Your knowledge including on the beach or beside the pool while You swim, leaving it at a distance where You are unable to prevent it from being unlawfully taken.

War – means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Terrorist Act – means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts,

primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.

Financial Default – means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

Excess

You must pay the first \$200 of each and every claim arising from the same event under:

Section 1 – Cancellation, Overseas Medical and Extra Expenses.

Section 2 – Luggage, Personal Effects and Travel Documents.

Section 3 – Personal Liability.

Section 4 – Rental Vehicle Collision Damage and Theft Excess Cover.

General Policy Exclusions

We will not pay under any Section of this Policy for claims arising directly or indirectly out of:

- 1 War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 2 Nuclear explosion including all effects thereof; or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and or ongoing combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof.
- 3 The dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
- 4 Riot or civil commotion unless You have already left Australia or You have paid for Your travel and accommodation and Your Policy was in force prior to the riot or civil commotion.
- 5 Any professional sporting activities.
- 6 Racing (other than on foot), mountaineering involving use of ropes or guides, rock-climbing, underwater activities involving use of underwater breathing apparatus (unless You hold an open water diving certificate or are diving with a qualified instructor), motor cycling outside Australia (unless You are riding a motor

cycle with an engine capacity of 200cc or less and hold a motorcycle licence which is valid in the country You are in, but always excluding motorcycle racing), skydiving, hang-gliding, hunting.

- 7 Deliberate exposure to exceptional danger unless in an attempt to preserve life, Your own or others.
- 8 Suicide, attempted suicide, intentional self-Injury, any psychological, psychosomatic or nervous condition, insanity.
- 9 Sexually transmitted disease of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Relating Complex (ARC) or Human Immunodeficiency Virus (HIV).
- 10 You being under the influence of alcohol or any drug other than a drug administered or prescribed by a legally qualified medical practitioner.
- 11 Any physical defect, condition or disease, of which You are aware or for which You have received medical treatment, medical advice or for which You have taken prescribed medication, in the 30 day period before purchasing 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) with Your Gold Card or, in the case of a primary Gold Cardholder who is a member of or participant in the National Rewards Program, redeeming Your National

Rewards Program points or using a travel rewards voucher issued to You pursuant to the National Rewards Program for 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) prior to the commencement date of Your Journey. A combination of National Rewards Program points redemption, use of a travel rewards voucher issued to You pursuant to the National Rewards Program, or payment by Your Gold Card that equals 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) prior to the commencement date of Your Journey is also acceptable.

- 12 Any physical defect, condition or disease, for which any Relative, travelling companion or any other person whose state of health will affect Your Journey, has to Your knowledge received medical treatment, medical advice or taken prescribed medication, in the 30 day period before the time of purchasing 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) with Your Gold Card or, in the case of a primary Gold Cardholder who is a member of or participant in the National Rewards Program, redeeming Your National Rewards Program points or using a travel

- rewards voucher issued to You pursuant to the National Rewards Program for 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) prior to the commencement date of Your Journey. A combination of National Rewards Program points redemption, use of a travel rewards voucher issued to You pursuant to the National Rewards Program, or payment by Your Gold Card that equals 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) prior to the commencement date of Your Journey is also acceptable.
- 13 Pregnancy or childbirth (except for unexpected medical complication or emergency when You are no more than 26 weeks pregnant at the time it occurs).
 - 14 You travelling against medical advice or when You ought reasonably to know that You are unfit to do so.
 - 15 Any potentially fatal condition which has been diagnosed or any condition for which You are travelling to seek medical or other treatment.
 - 16 You or Your Family engaging in any illegal conduct or criminal act.
 - 17 Confiscation or destruction by customs or any other authorities.
 - 18 Any interference with Your travel plans by a government, government regulation or official authority including but not limited to refusal of a visa or permit to You or to any Relative or travelling companion or restriction of access to any locality.
 - 19 The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own Financial Default or the Financial Default of any person, company or organisation with whom or with which they deal.
 - 20 Any loss as a result of You being a crewmember or pilot of any Conveyance.
 - 21 You are not covered if You did not take precaution to avoid a claim after there was warning in the mass media.
 - 22 Any consequential loss including loss of enjoyment or any financial loss not specifically covered in the Policy.
 - 23 A change of plans because You or Your travelling companion change Your mind and decide not to proceed with Your original trip.

Section 1

Cancellation, Overseas Medical and Extra Expenses

Please note a Policy Excess applies to each and every claim made under this Section.

We will pay:

1 Cancellation

1.1 The non-refundable unused portion of travel or accommodation arrangements paid for in advance by You following cancellation, alteration, curtailment, or incompleteness of Your Journey due to:

- (a) the unforeseeable death, accidental injury, or illness of Your Relative, business partner or travelling companion;
- (b) any other unforeseeable circumstances outside Your control provided that a claim is not also paid in respect of Your death.

1.2 We will also pay travel agents cancellation fees of up to \$500 if incurred.

This cover will commence from the time You purchase 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques) with Your Gold Card or, in the case of a primary Gold Cardholder who is a member of or participant in the National Rewards Program, You redeem Your National Rewards Program points or by using a travel rewards voucher issued to You pursuant to the

National Rewards Program for 50% or more of Your prepaid transportation, accommodation and other itinerary costs (excluding foreign currency and travellers cheques), prior to the commencement date of Your Journey.

Where prepaid transportation and/or accommodation was obtained in part or in whole by redeeming Your National Rewards Program points or by using a travel rewards voucher issued to You pursuant to the National Rewards Program, the amount payable will be as follows:

If the airline/or travel agent will not refund the value of the component of the travel which was obtained by redeeming Your National Rewards Program points or by using a travel rewards voucher issued to You pursuant to the National Rewards Program, We will refund to You the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued.

If the airline and/or travel agent will only refund a portion of the value of the component of the travel which was redeemed with Your National Rewards Program points or obtained by using a travel rewards voucher issued to You pursuant to the National Rewards Program ('the airline and/or travel agent refund amount'), We will refund to You the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the airline and/or travel agent refund amount.

If the accommodation provider will not refund the value of the component of the travel which was redeemed with Your National Rewards Program points or obtained by using a travel

rewards voucher issued to You pursuant to the National Rewards Program, We will refund to You the cost of the equivalent accommodation based on the quoted retail price at the time the accommodation voucher was issued to You.

If the accommodation provider will only refund a portion of the value of the component of the travel which was redeemed with Your National Rewards Program points or obtained by using a travel rewards voucher issued to You pursuant to the National Rewards Program ('the accommodation provider refund amount'), We will refund to You the cost of the equivalent accommodation based on the quoted retail price at the time the accommodation voucher was issued to You, less the accommodation provider refund amount.

For this benefit to become payable:

- (a) You must first apply for a refund for the value of the component of the travel which was obtained with points/voucher from Your airline, travel agent or accommodation provider,
- (b) the reason for the cancellation must be covered under this Section of the Policy, and
- (c) the Period of Journey is for a maximum of 90 consecutive days.

2 Medical

Your reasonable medical, surgical, hospital, ambulance, and nursing home expenses and the cost of other treatment, including emergency dental costs for the relief of sudden and acute pain, given or prescribed by a legally qualified medical or dental practitioner and necessarily incurred outside Australia, as a result of You suffering an accidental Injury or illness during the Period of Journey provided they are not otherwise recoverable from any source, aside from litigation against someone other than Your employer.

If You are hospitalised You must contact AIG Assist as soon as possible. Ring the operator in Your current locality to book a reverse charge call to **61 2 9251 4298**.

3 Extra Expenses

- 3.1 In the event of Your death, the reasonable cost of returning Your remains to Your residence in Australia or for the funeral or cremation costs if Your body is buried at the place of Your death.
- 3.2 Your reasonable extra travel and accommodation expenses (including the costs of meals over and above the amount You had already budgeted for less any refund received for the unused prepaid travel and accommodation arrangements), actually and necessarily incurred on the written advice of a legally qualified medical practitioner, as a result of You suffering an accidental Injury or illness during the Period of Journey.

- 3.3 The reasonable extra travel and accommodation expenses (less any refund received for the unused prepaid travel and accommodation arrangements), actually and necessarily incurred on the written advice of a legally qualified medical practitioner and with our written agreement, for one person to travel to, remain with, or accompany You back to Your residence in Australia, as a result of You suffering an accidental Injury, or illness during the Period of Journey.
- 3.4 \$50 for each continuous 24 hour period You are confined in a hospital as a Bed Care Patient overseas, as a result of You suffering an accidental Injury or illness during the Period of Journey up to a maximum of \$5,000 per person. Claims must be supported by written confirmation from the hospital of the length of Your stay.
- 3.5 Your reasonable extra travel and accommodation expenses (including the cost of meals over and above the amount You had already budgeted for less any refund received for the unused prepaid travel and accommodation arrangements) actually and necessarily incurred due to:
- (a) The unforeseeable death, accidental Injury, or illness of Your Relative, business partner or travelling companion.
 - (b) Any other unforeseeable circumstances outside Your control.

If You do not hold a return ticket to Australia at the time of suffering any accidental Injury, or illness covered by this Policy, or at the time of the happening of any circumstances covered by this Section of the Policy, We will deduct from any claim which includes the cost of Your repatriation to Australia, an amount equal to Your original carrier's published one way economy class airfare for the route used for Your return.

- 3.6 If Your scheduled transport is delayed for six (6) hours or more for reasons outside Your control and You cannot claim the expenses from anyone else, We will pay for Your expenses up to \$250 for singles and \$500 for Families for each day the delay continues. For each additional 12 hour period We will pay up to \$250 for singles and \$500 for Families. The maximum We will pay for any one continuous delay period is \$750 for singles and \$1,000 for Families. If You claim this benefit We will not pay for any accommodation, meals or other travelling expenses under this Section.

**In addition to the General Policy Exclusions
applying to all Sections of the Policy,**

We will not pay:

- 1 The non-refundable unused portion of travel or accommodation arrangements where alternative travel or accommodation is paid for by Us as part of a claim under this Policy.
- 2 Medical, surgical, hospital, ambulance, and nursing home expenses, and other costs of treatment, including dental treatment, incurred in Australia.
- 3 Medical, surgical, hospital, ambulance, and nursing home expenses, and other costs of treatment, including dental treatment, incurred more than 24 months after accidental Injury, or illness which is the subject of the claim, first occurred.
- 4 Expenses incurred for continuing treatment including any medication commenced prior to the date the travel was purchased, and which You have been advised to continue during the Period of Journey.
- 5 Expenses incurred for dental treatment due to normal wear and tear, or the normal maintenance of dental health.
- 6 Claims arising from delays caused by carriers or re-scheduling.
- 7 Claims arising from any business commitment, financial or contractual obligation, including those of any travelling companion or Relative, except for Your being retrenched from Your usual full time employment in Australia.
- 8 Claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or Journey.
- 9 Cancellation (refer to 1.1 and 1.2 on page 20) and Your reasonable extra travel and accommodation expenses (refer to 3.4, 3.5 and 3.6 on pages 24 and 25) directly or indirectly incurred as a result of intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
- 10 Cancellation (refer to 1.1 and 1.2 on page 20) and Your reasonable extra travel and accommodation expenses (refer to 3.1, 3.4, 3.5 and 3.6 on pages 23, 24 and 25) directly or indirectly incurred as a result of any Terrorist Act.

Section 2

Luggage, Personal

Please note a Policy Excess applies to each and every claim made under this Section.

Effects and Travel Documents

We will pay:

- 1 For accidental loss of, theft or damage to Your accompanied luggage and personal effects (other than household furniture). We may choose to replace, repair, or pay for the loss in cash, after making allowance for depreciation, and wear and tear. The maximum amount We will pay for any one item, set or pair of items is \$2,000. The limit for laptop computers is a maximum \$6,000 inclusive of all accessories.
- 2 For emergency replacement of luggage up to \$300 for a single person and \$600 in total for a Family if Your total luggage is delayed, misdirected or temporarily misplaced by any carrier for more than 12 hours. Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items You needed to purchase.
- 3 For the non-recoverable cost of replacing personal travel documents, credit cards and travellers cheques taken with You on the Journey.
- 4 For Your legal liability for payment arising out of unauthorised use of Your travel documents, credit cards and travellers cheques, following theft during the Journey by any one person not Your Relative or travelling companion.
- 5 It is a condition of payment under this Section that all loss or damage attributable to theft or vandalism be reported to the appropriate authority as soon as possible after the discovery of the loss. Also, any loss of credit cards, travellers cheques and travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.

In addition to the General Policy Exclusions applying to all Sections of the Policy,

We will not pay for:

- 1 Damage or loss arising from electrical or mechanical breakdown of any item.
- 2 Scratching or breakage of fragile or brittle items.
This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
- 3 Damage or loss arising from wear and tear, deterioration, or losses caused by atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, repairing, restoring or alteration.
- 4 Luggage, personal effects or travel documents left Unattended in any Public Place.
- 5 Luggage, personal effects or travel documents left in an unlocked and unattended vehicle or building.
- 6 Unaccompanied luggage, or unaccompanied personal effects, or unaccompanied travel documents.
- 7 Luggage or personal effects, or travel documents shipped under any freight agreement, or items sent by postal or courier services.
- 8 Loss or damage to sporting equipment whilst in use.
- 9 Any goods that are intended for sale or trade.
- 10 Losses due to devaluation or depreciation of currency.
- 11 Loss or theft of cash.

Section 3 Personal Liability

Please note a Policy Excess applies to each and every claim made under this Section.

We will pay:

All damages and compensation, including legal expenses incurred with Our written consent but not exceeding the Sum Insured You are legally liable to pay as a result of Your negligence during the Journey causing:

- 1 Bodily Injury including death or illness.
- 2 Loss of or damage to property.

It is a condition of payment under this Section that You not admit fault or liability to any other person without Our prior written consent.

In addition to the General Policy Exclusions applying to all Sections of the Policy,

We will not pay:

Damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

- 1 Bodily Injury to You or any member of Your Family ordinarily residing with You.
- 2 Bodily Injury to any of Your employees arising out of or in the course of employment.
- 3 Loss of or damage to property owned by, or in the control of, You or any member or Your Family ordinarily residing with You.
- 4 Loss or damage to property owned by, or in the control of, Your employees arising out of or in the course of employment.
- 5 Loss of or damage to property or bodily Injury, arising out of Your ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft.
- 6 Loss of or damage to property, or bodily Injury arising out of, Your business, trade or profession including professional advice given by You.
- 7 Any contract unless such liability would have arisen in the absence of that contract.
- 8 Punitive, aggravated or exemplary damages.
- 9 Any fine or penalty.
- 10 Loss which would be covered under workers compensation legislation, an industrial award or agreement, or accident compensation legislation.
- 11 The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
- 12 Any loss arising out of any Terrorist Act.

Section 4 Rental Vehicle Collision

Please note a Policy Excess applies to each and every claim made under this Section.

Damage and Theft Excess Cover

Description of Cover:

We will reimburse You for any excess or deductible, which You become legally liable to pay in respect of loss or damage to a Rental Vehicle during the rental period, not exceeding \$2,000.

Definitions:

Rental Vehicle means a rented sedan and/or station wagon, rented from a licensed motor vehicle rental agency and shall not include any other style of vehicle.

Conditions:

- 1 The Rental Vehicle must be rented from a licensed rental agency.
- 2 As part of the hiring arrangement You must take up all comprehensive motor insurance or waivers offered by the rental agency, whether discretionary or mandatory, against loss or damage to Rental Vehicle during the rental period.
- 3 You must comply with all requirements of the rental agency under the hiring agreement and of the insurer under such insurance.

In addition to the General Policy Exclusions applying to all Sections of the Policy,

We will not pay:

- 1 For loss or damage arising from operation of the Rental Vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public roadway.
- 2 For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.

Section 5 (a) Accidental Death and Loss of Income

Non-Common Carrier cover

Description of cover:

If You die within 12 calendar months as a result of an Injury caused by an accident during Your Journey, We will pay Your estate \$100,000. Your Spouse is only covered for \$50,000.

Loss of Income

Loss of Your usual income up to a maximum \$1,000 per week for a maximum period of 90 days while You cannot resume Your pre-trip employment if You are Injured overseas as a result of an accident and within 90 days of being Injured You lose all Your income because You cannot do Your normal work when You return to Australia. You must have a job to return to in Australia for this cover to apply.

In addition to the General Policy Exclusions applying to all Sections of the Policy,

We will not pay for:

Accidental Death

- 1 Death caused by illness, disease, suicide or self-inflicted Injury.
- 2 Accidental death of Dependent Children.
- 3 Accidental death if covered under the Common Carrier cover, Section 5 (b).

Loss of Income

- 1 The first 30 days after You planned to resume Your job.
- 2 Any Injury which is covered by workers compensation, statutory benefits or any other insurance.
- 3 Any inability to work as a result of sickness or disease.

Section 5 (b) Accidental Death and Disablement

Common Carrier cover

Description of cover:

If You have charged the relevant Conveyance travel ticket to Your Gold Card and You suffer an Event as described below within 12 calendar months caused by an accident whilst You are travelling in a Conveyance, including whilst boarding and alighting during Your Journey (for this Section of the Policy only, the definition of Journey shall include travel within Australia as well as outside Australia), We will pay You or Your estate the applicable percentage of the Principal Sum shown for the Event below:

Insured Person	Principal Sum
You (ie. Gold Cardholder)	\$200,000
Your accompanying Spouse	\$200,000
Your accompanying Dependent Children (per child)	\$ 50,000

The Events

Injury resulting in

Accidental Death	100%
Loss of either hand or both feet	100%
Loss of the entire sight of both eyes	100%
Loss of one hand and one foot	50%
Loss of one hand and the entire loss of sight of one eye	50%
Loss of one foot and the entire loss of sight of one eye	50%
Loss of one hand, or one foot, or the entire loss of sight of one eye	25%

Loss under this Section of the Policy, with reference to hand or foot means complete severance through the wrist or ankle joint and with reference to eye means irrecoverable loss of the entire sight thereof.

In addition to the General Policy Exclusions applying to all Sections of the Policy,

We will not pay for:

- 1 Accidental Death or Disablement caused by illness, disease, suicide or self inflicted Injury.
- 2 More than one claim per person if You hold duplicate or multiple cards from any one accident.
- 3 Any amount in excess of the aggregate limit of liability for this Section of the Policy arising out of any one accident. The aggregate limit of liability for this Section of the Policy is \$4,000,000 for any one accident and applies to all National Gold Overseas Travel Insurance Policies issued by Us.
- 4 More than one Event if multiple Injuries are sustained in the same accident and more than one Event is payable.

Section 6 Hijack and Detention

If You are hijacked or detained **We will pay** \$100 for each consecutive 24 hours that You are held captive. The most We will pay is \$6,000.

Section 7 Missed Connection

If Your trip is for the purpose of attending a wedding, funeral, conference or sporting event which cannot be delayed due to Your late arrival and the Journey is delayed because of something unexpected and outside Your control We will pay You the reasonable additional cost of using alternative public transport to arrive at Your destination on time. The most We will pay is \$2,000.

Section 8 Kidnap and Ransom

Description of Cover:

We will reimburse You the Ultimate Net Loss of Ransom Paid by You following Your Kidnapping during the Period of Journey.

In addition, We will pay Your reasonable expenses, actually and necessarily incurred following receipt of a ransom demand after Your Kidnapping during Your Period of Journey, for:

- 1 Fees and expenses of an independent security consultant retained by You as the result of such a demand provided We have given Our consent to the appointment.
- 2 Interest paid on monies borrowed from a financial institution for the purpose of paying Ransom. The amount We will pay will be for a term not exceeding from 30 days prior to the payment of the Ransom until the first business day after You receive settlement from Us, on a principal sum not exceeding \$250,000, and for a rate of interest not exceeding 2% above the contemporary overdraft interest rate charged by the Commonwealth Bank of Australia.
- 3 Any other expenses which are incurred for the purpose of investigating, negotiating, or paying a ransom demand or costs in recovering You, but excluding any expenses, fees or damages incurred as a result of any proceeding brought against You arising out of the Kidnapping or the way it was handled, expenses, losses or damages caused by interruption to any business.

The maximum amount We will pay is limited to \$250,000.

Definitions:

Kidnapping/Kidnapped means the seizing, detaining or carrying away of You by force or fraud for the purpose of demanding Ransom.

Ransom means any monetary loss, which You incur in the provision and delivery of cash, marketable goods, services or property to secure Your release.

Ultimate Net Loss means the final amount of Ransom cost less any recoveries. If following Our payment to You, part or all of the Ransom is recovered You are required to reimburse Us the value of the amount so recovered.

Conditions:

It is a condition of payment under this Section that:

- 1 You must take all reasonable precautions to keep this insurance cover confidential.
- 2 We will not act as an intermediary or negotiator for You, nor will We offer direct advice to You on dealing with the kidnapper.
- 3 If anyone receives advice that You have or may have been Kidnapped, they must make every reasonable effort to:
 - (a) determine whether You have been Kidnapped;
 - (b) notify the appropriate law enforcement agency and comply with their recommendations and instructions;
 - (c) give Us immediate notification of the Kidnapping or suspicion of it;
 - (d) record the serial numbers or other identifying characteristics of any currency or goods delivered to secure the release of the Kidnapped person.
- 4 If investigation establishes collusion or fraud by You or any other person, You must reimburse Us for any payment We have made under this Section.

In addition to the General Policy Exclusions applying to all Sections of the Policy,

We will not pay:

- 1 If You have:
 - (a) had kidnap insurance declined, cancelled or issued with special conditions in the past;
 - (b) suffered a Kidnapping or attempted Kidnapping in the past;
 - (c) had an extortion demand made against You in the past.
- 2 For the Kidnapping occurring in Mexico or in any country located in Central or South America.

Policy administration enquiries

Freecall Phone: **1800 339 667**
Within Melbourne: **9522 4000**
Fax: (03) 9522 4044

Australian claim enquiries

Please contact American Home Assurance Company on Freecall Phone: **1800 339 667**

Head Office:
549 St Kilda Road
Melbourne Vic 3004
Phone: **(03) 9522 4979**

What to do in the event of a claim

- 1 All claims should be advised to Us within 30 days after the completion of Journey.
- 2 You must submit to Us all information We require in support of Your claim, such as medical or police reports, declarations, receipts, valuations, certified translations or other evidence of ownership at Your own expense and co-operate with Us at all times.
- 3 For liability claims, do not make any admission or offer. Request the claim against You to be put in writing.
- 4 All losses under luggage and travel documents section must be reported to the local authority within 24 hours and a written acknowledgment obtained.
- 5 In respect of medical expense items: You must submit accounts to Your private health fund before submission to Us.
- 6 Immediately report any luggage loss or damage to the airline or carrier and submit a claim to them. The airline or carrier may be legally liable for the loss or damage.

Emergency and Medical Assistance Service – AIG Assist

In the event of an emergency overseas, simply call (reverse charge) AIG Assist any time from any place in the world:

- 1 **Ring the operator in Your current locality**
- 2 **Book a reverse charge call to Australia 61 (2) 9251 4298**

The number underlined is the country code and the number in brackets is the area code.

The overseas assistance service in this section is provided by AIG Assist in conjunction with and subject to the terms and conditions of Your Policy.

- 1 In the event of an emergency whilst You are outside Australia, AIG Assist is only a telephone call away anywhere in the world 24 hours a day. The free telephone number is listed above.
- 2 AIG Assist is a worldwide team of highly skilled doctors and medical professionals who are available by telephone 24 hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside Australia.

3 AIG Assist provides the following services under Your Policy:

- Access to a registered medical practitioner for emergency assistance and advice.
- Emergency transportation to the nearest suitable hospital.
- Emergency evacuation back home if necessary.
- The family back home will be advised of Your medical condition and be kept informed of the situation.
- Payment guarantees to hospitals and insurance verification.
- Second opinions on surgery.
- Case management if hospitalised and cost containment and control.
- Urgent message service and emergency travel planning.
- All these services are provided free of charge to You.

Purchase Protection Insurance

Purchase Protection Insurance Cover, a feature of your National Gold Credit Card is 90 days of insurance against loss, theft or accidental damage for new items you purchase with your National Gold Credit Card. This insurance is provided at no additional cost.

This is your Policy outlining the terms and conditions of Purchase Protection Insurance Cover. Read it and keep it handy, should you need to make a claim in the future.

Terms and Conditions:

Subject to the following terms, conditions and exclusions, Gold Cardholders of National Australia Bank Limited, ABN 12 004 044 937, Level 24, 500 Bourke Street, Melbourne, Victoria 3000, will be insured under a Master Policy issued by American Home Assurance Company, ABN 67 007 483 267, 549 St Kilda Road, Melbourne, Victoria 3004.

Definitions:

Gold Card – means a current and valid Gold Credit Card issued by National Australia Bank Limited in connection with a credit card account (and includes a card issued to an additional cardholder on such an account).

Gold Cardholder – means a person to whom National Australia Bank Limited has issued a Gold Card and includes the primary cardholder and any additional cardholder to whom a Gold Card has been issued unless otherwise stated.

Insurer – means American Home Assurance Company.

Policy – means this document and the terms and conditions contained within this document.

You and Your – means a Gold Cardholder.

We, Our, Us – means American Home Assurance Company.

Purchase Protection Insurance Cover

- 1 Purchase Protection Insurance Cover provides automatic insurance protection for brand new retail items of personal property which are paid for by a Gold Cardholder in full with a Gold Card subject to the Terms, Conditions and Exclusions of this Policy.
- 2 The goods are insured for 90 consecutive days from the date of purchase in the event of loss, theft, or damage anywhere in the world, in excess of other applicable insurance.
- 3 The liability of American Home Assurance Company shall not exceed:
 - (a) in respect of a single claim, the actual purchase price of the goods which is paid for using a Gold Card provided that no payment shall exceed AUS\$2,500 for any item;
 - (b) in respect of all claims in any 12 month period, payments to any Gold Cardholder shall, in aggregate, not exceed AUS\$100,000.
- 4 Where the insured item is part of a pair or set, the Gold Cardholder will receive no more than the value (as described in point 3 above) of the particular part or parts stolen, lost or damaged regardless of any special value that the item may have of such pair or set, nor more than the proportional part of an aggregate purchase price of such pair or set.
- 5 American Home Assurance Company, may, at its option, pay the reasonable costs to repair, rebuild, replace or reinstate damaged or stolen or lost goods, or pay cash for said goods subject to point 3 above and to the exclusions, terms and limits of liability as stated in this Policy. Payment to the Gold Cardholder for replacement or reinstatement of the goods will mean that the original damaged goods (whether in part or whole) become the property of the Insurer.
- 6 American Home Assurance Company will only pay an amount in excess of any insurance cover to which the Gold Cardholder is entitled to claim under any other policy of insurance as a result of loss, theft of or damage to the goods.
- 7 American Home Assurance Company shall not be liable to pay any claim under this Policy resulting from:
 - flood, storm or earthquakes;
 - war or war-like hostilities;
 - radioactive contamination;
 - damage caused by atmospheric or climatic conditions, mould or fungus, insects, rodents or vermin;
 - normal wear and tear, or damage arising from inherent defect in the goods including electrical or mechanical breakdown;
 - lawful confiscation by Police, Government Agencies, Courts or other empowered authorities;
 - fraud or illegal acts or abuse to or in respect of the goods;
 - consequential loss or damage, punitive damages;

- damage or loss which is insured under another policy or which would be insured under another policy but for the application of an excess or a limit under the other policy.
- 8 American Home Assurance Company shall not be liable to pay any claim under this Policy for theft or loss of or damage to:
- jewellery and watches from baggage unless hand carried and under the personal supervision of the Gold Cardholder or the Gold Cardholder's travelling companion;
 - animals or plant life;
 - cash, bullion, negotiable instruments, travellers cheques, or tickets of any description;
 - consumable or perishable items (including but not limited to food, drugs, cosmetics, fuel or oil);
 - motor vehicles, motor cycles or motor scooters, watercraft, aircraft;
 - goods purchased for commercial use including items or tools of trade or profession;
 - goods which will or have become landlord's fixtures and fittings;
 - sporting equipment while being used;
 - second-hand items including antiques.
- 9 American Home Assurance Company shall not pay any claim under this Policy when such theft, loss or damage is procured by, at the instigation of, or deliberately caused by the Gold Cardholder.
- 10 In the event of loss or damage to goods giving rise to a claim under this Policy, the Gold Cardholder must:
- notify American Home Assurance Company at their postal address shown on this Policy no later than 15 calendar days from the date of loss. Loss Reports must be completed and returned within 30 calendar days of receipt. Failure to report Your loss or to fully complete and submit the Loss Report within the times stated above will result in the denial of Your claim;
 - maintain and forward when requested copies of all relevant receipts and other documents as well as detailed particulars and proof of Your loss as American Home Assurance Company may reasonably require;
 - disclose to American Home Assurance Company details of any other insurance cover under which the Gold Cardholder is entitled to claim and the Gold Cardholder must first make a claim under that insurance;
 - retain damaged property for inspection by American Home Assurance Company or its representative;
 - give to American Home Assurance Company all necessary information and assistance to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which American Home Assurance Company shall or would become entitled or subrogated upon American Home Assurance Company making payment or making good any loss or damage under this Policy;
 - give immediate written notice to the police of goods lost or stolen or wilfully damaged and obtain a police report and/or crime number.

- 11 The Gold Cardholder must take all reasonable care to protect and maintain the goods insured under this Policy against loss, theft or damage.
- 12 The interest of the Gold Cardholder under this Policy may not be assigned or transferred in any way without the prior written consent of American Home Assurance Company.
- 13 Cover under this Policy is extended to any person who by way of a gift receives any goods purchased by the Gold Cardholders, subject to the terms, conditions and exclusions of this Policy.

To assist you with a claim, or for further information contact the American Home Assurance Company Nationwide Claim Network on **1800 633 676** (9am-5pm EST during Weekdays).

Extended Warranty Insurance

This is your Policy outlining the terms and conditions of Extended Warranty Insurance Cover. Read it and keep it handy, should you need to make a claim in the future.

American Home Assurance Company and National Australia Bank Limited may agree to terminate Extended Warranty Insurance Cover at any time. National Australia Bank Limited will notify the primary cardholder on or before the date of such termination. It is the responsibility of the Gold Cardholder to ensure the Extended Warranty Insurance Cover is current at the time a Gold Card is used to purchase a Covered Product.

Definitions:

Gold Card – means a current and valid Gold Credit Card issued by National Australia Bank Limited in connection with a credit card account (and includes a card issued to an additional cardholder on such an account).

Gold Cardholder – means a person to whom National Australia Bank Limited has issued a Gold Card and includes the primary cardholder and any additional cardholder to whom a Gold Card has been issued unless otherwise stated.

Business Day – is a reference to any day on which all of the major trading banks are open for business in Melbourne.

Insurer – means American Home Assurance Company.

Coverage – means the insurance coverage provided under the Policy.

Covered Breakdown – means the failure of a Covered Product to operate for the purpose for which it was designed by reason of a breakdown or defect, which would be covered by the terms of the Original Warranty if not restricted in time.

Covered Product – means a new domestic appliance product purchased in Australia during the Policy Term that has an Original Warranty of at least six (6) months and no greater than four (4) years and which is paid for in full by a Gold Cardholder with a Gold Card.

Extended Warranty Period – means:

- 1 Where the Original Warranty is between 12 months and 4 years, the period starting from the date the Original Warranty expires and ending no later than twelve (12) months after commencement of the Extended Warranty Period; and
- 2 Where the Original Warranty is more than six (6) months but less than twelve (12) months, then this means the Original Warranty period is doubled.

Ineligible Product – means a product described in the Exclusions detailed in this Policy.

Original Warranty – means the express and implied obligations, rights and duties embodied in the written warranty provided by the manufacturer, which is applicable in Australia, of the Covered Product when it is purchased new. The warranty must have coverage of no less than six (6) months and no more than four (4) years.

Policy – means this document and the terms and conditions contained within this document.

Policy Term – means the period agreed to between National Australia Bank Limited and American Home Assurance Company.

Repair Agent – means a dealer or independent service centre authorised by the Insurer to perform assessment and/or repairs of Covered Products.

You and Your – means a Gold Cardholder.

We, Our, Us – means American Home Assurance Company.

1 Description of Cover

Subject to Clauses 2, 3 and 4 of this Schedule, Gold Card Extended Warranty Insurance extends the period of the Original Warranty on Covered Products for up to one year, provided the Original Warranty period does not exceed 4 years.

Coverage starts from the date the Original Warranty expires and ends no later than 12 months after commencement of the Extended Warranty Period. Where the Original Warranty is more than six (6) months but less than twelve (12) months the Original Warranty period is doubled.

Covered Products must be paid for in full with the Gold Card.

2 Exclusions

The Insurer shall not be liable under this Policy for:

- 2.1 Any costs other than parts and/or labour costs resulting from a Covered Breakdown or any costs relating to a part or circumstance not otherwise covered by the Original Warranty;
- 2.2 Any other obligation and costs other than those specifically covered under the terms of the Original Warranty or under a supplier's statutory warranty pursuant to the Trade Practices Act 1976 (or any replacement legislation) or where the Gold Cardholder has failed to comply with the Original Warranty;
- 2.3 A breakdown as a direct or indirect result of transportation, delivery or installation of the Covered Product;

- 2.4 Boats, automobiles, motorboats, aeroplanes or any other motorised vehicles and/or their integral parts;
- 2.5 Property damage, freight costs, consequential damage;
- 2.6 Items with a purchase price more than AUS\$10,000;
- 2.7 Items in respect of which the Original Warranty is more than four years;
- 2.8 Items purchased for resale or items which are used goods, damaged goods, seconds or shop-soiled goods at the time of purchase;
- 2.9 Purchase of real estate and movable fixtures or fittings which are intended to form part of a real estate purchase;
- 2.10 Items without the original manufacturer's serial number;
- 2.11 Items used for, or intended to be used for, commercial, retail, property rental, or other business purposes;
- 2.12 Any costs relating to damage to Covered Products caused by accident, neglect, abuse, wilful damage, vermin and insect infestation, misuse, theft, sand, fire, earthquake, storm and tempest, lightning, explosion, aircraft impact, water damage, corrosion, battery leakage or Acts of God;
- 2.13 Any costs related to problems or malfunctions caused by unauthorised modifications or failure to follow the manufacturer's installation, operation or maintenance instructions;
- 2.14 Any costs of retuning or realigning of any appliance or any adjustment intended by the manufacturer to be carried out by the end-user or their contractors, servants or agents;

- 2.15 Replacement of any form of consumable item including but not limited to batteries, heads, filters, lamps, belts, bags, cartridges and the like;
- 2.16 Any cost incurred in servicing, inspection or cleaning of the appliance other than under a Covered Product claim;
- 2.17 The cost of any call-out or labour charge where the Repair Agent is unable to find a fault to the Covered Product;
- 2.18 The cost of repairing cosmetic damage where the function of the appliance is unaffected such as dents, paint and product finish, scratches and rust;
- 2.19 Breakdown resulting from power outages or surges, inadequate or improper voltage or current or faults in any electrical supply/connection or plumbing;
- 2.20 Any costs arising from or relating to the attachment of or incorporation into the Covered Product of additional products or components outside of the ordinary course of operation, unless such attachment or incorporation is carried out with the approval of the manufacturer of the Covered Product;
- 2.21 Any costs arising out of or relating to reformatting of the hard disk in any product or faulty workmanship occurring during the execution of repairs, maintenance, cleaning, alteration or overhaul of the product and or loss or damage caused or arising out of, or the cost of, preventative maintenance work and or any adjustments of any part or assembly of the Covered Product;
- 2.22 Any costs arising from or relating to any user replaceable batteries, viral contamination, trackball and pointing devices or loss and/or damage directly or indirectly caused by software, battery, fuse or other consumable product;
- 2.23 Any unexpired portion of the Original Warranty due to the liquidation, closure of business (whether temporary or permanent) or other such interruption affecting the manufacturer or the manufacturer's ability to honour its warranty;
- 2.24 Any costs arising out of any cost of expenses of modification or recall of the product necessitated by design fault, public safety or otherwise required by law.

3 Limits of Liability

- 3.1 The maximum limit of liability available under this Policy is AU\$10,000 per annum per Gold Cardholder in respect to any one Covered Product;
- 3.2 The Gold Cardholder cannot receive more than the purchase price of the Covered Product recorded in the Gold Card receipt;
- 3.3 Where a Covered Product is part of a pair or set, the Gold Cardholder will receive only that portion of the purchase price paid in respect of that part of the Covered Product regardless of any special value that the Covered Product may have as part of such pair or set;
- 3.4 The Insurer, at its sole option, may elect to:
 - 3.4.1 Repair, rebuild or replace the Covered Product with a product of similar quality (whether wholly or in part), or

3.4.2 Pay cash for the Covered Product, not exceeding the purchase price thereof and subject to the exclusions, terms and limits of liability as stated in this Policy by notifying the Gold Cardholder of its intention to do so within seven (7) Business Days following receipt of the required claim form.

4 Claims Procedures

- 4.1 The Gold Cardholder must maintain and forward when requested copies of all relevant receipts and other documents requested by the Insurer or designated claims administrator in order to process a valid claim;
- 4.2 The Gold Cardholder must notify the Insurer, by telephone on **1800 633 676** as soon as practicable after becoming aware of a Covered Breakdown but no later than twenty (20) calendar days after it has occurred. Failure to give such notice to the Insurer within twenty (20) calendar days may result in denial of the claim;
- 4.3 In addition to sub-clause 4.2, the Gold Cardholder must, within thirty (30) calendar days from the date of notification of a Covered Breakdown complete, sign and return a claim report to the Insurer, Extended Warranty Claims Department at 549 St Kilda Road, Melbourne Victoria 3004;
- 4.4 The claim report completed by the Gold Cardholder must include the original Gold Card receipt evidencing payment for the Covered Product with the Gold Card, and a copy of the Original Warranty terms and conditions;

- 4.5 Prior to proceeding with any repair services, the Gold Cardholder must notify and obtain approval from the Insurer;
- 4.6 The Insurer's payment made in good faith will discharge the Insurer in respect of the claim.

5 Subrogation

- 5.1 Following the Insurer's payment of a Gold Cardholder claim in respect of a Covered Breakdown, the Insurer shall be subrogated to the extent of that payment, to all the rights and remedies of the Gold Cardholder against any party in respect of the loss, and shall be entitled at its own expense to sue in the name of the Gold Cardholder;
- 5.2 The Gold Cardholder must give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Gold Cardholder.

6 Benefit Gold Cardholder Only

The Coverage extends only to Gold Cardholders. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits of this Policy. Gold Cardholders cannot assign their benefits without the prior written approval of the Insurer.

7 Due Diligence

The Gold Cardholder must use due diligence and do all things reasonably practicable to avoid a Covered Breakdown occurring in respect of a Covered Product. The Insurer will not unreasonably apply this provision to avoid claims under this Policy.

8 False or Fraudulent Claims

If a Gold Cardholder makes any claim knowing it to be false or fraudulent in any respect, that Gold Cardholder will no longer be entitled to the benefits under this Policy or to the payment of any claim made under this Policy.

The Code of Practice

American Home Assurance Company is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, and it includes the following:

- When You lodge a claim We will tell You in plain language what information We need and how You should go about making Your claim.
- We will respond promptly to any request You make for assistance with Your claim and it will be considered and assessed promptly.

Dispute Resolution

We have developed an internal procedure for the dispute resolution so that if at any time Our products or services have not satisfied Your expectations You can contact Us. Our complaints and Disputes Resolution procedures will have Your complaint reviewed by management. You will have a response within 15 working days.

If You are still unhappy, You may take Your complaint, at no cost to You, to the Claims Review Panel Scheme run by Insurance Enquiries and Complaints Ltd. (IEC). This is an external dispute resolution panel, which can make decisions binding on us. Further information about IEC is available on request.

Privacy Consent and Disclosure

American Home Assurance Company is a wholly owned subsidiary of the American International Group ('AIG').

American Home Assurance Company has adopted the General Insurance Information Privacy Code ('the Code'). The Code applies to any personal information collected by American Home Assurance Company.

Purpose of Collection

American Home Assurance Company collects information necessary to underwrite and administer Your insurance cover, to maintain and to improve customer service.

You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with Your duty of disclosure or to provide certain information may result in American Home Assurance Company either declining cover, cancelling Your insurance cover or reducing the level of cover.

In the course of administering Your Policy we may disclose Your information to:

- (a) another member of the AIG group of companies either in Australia or overseas;
- (b) contractors or third party providers providing services related to the administration of Your Policy;
- (c) banks and financial institutions for the purpose of processing Your application and obtaining policy payments;

- (d) in the event of claim assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers.

We will only disclose Your personal information to these parties for the primary purpose for which it was collected. In some circumstances American Home Assurance Company is entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

Access to Your information

You may gain access to Your personal information by making a written request to American Home Assurance Company.

In some circumstances, American Home Assurance Company may deny access to Your personal information.

Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

American Home Assurance Company has also established an internal dispute resolution process for handling customer complaints and an access and correction procedure. Both procedures are generally free of charge however, American Home Assurance Company reserves the right to charge for access requests in limited circumstances.

If You feel You have a complaint about American Home Assurance Company's Information Privacy Principles or You wish to gain access to the information, You may write to The Privacy Manager, American Home Assurance Company, 549 St Kilda Road, Melbourne, Vic 3004,

or e-mail **australia.privacy.manager@aig.com**
Your complaint will be reviewed and You will be provided with a written response. If it cannot be resolved, Your complaint will be referred to American Home Assurance Company's Internal Disputes Resolution Committee who will respond within 15 working days of receipt of your complaint.

Should Your complaint not be resolved by American Home Assurance Company's internal dispute resolution process, You may take Your complaint to the Insurance Enquiries and Complaints Privacy Compliance Committee ('IEC Privacy Committee'). This service is free of charge to You and the IEC Privacy Committee has the power to investigate complaints and recommend appropriate action to American Home Assurance Company to remedy Your complaint. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

The Privacy Compliance Committee may refer a complaint to the Privacy Commissioner or another code adjudicator where it is more appropriate to do so. A person aggrieved by a determination made by the Privacy Compliance Committee may apply to the Privacy Commissioner for a review of the determination.