

earthgold

Westpac

Earth Gold Card Insurance
Conditions of Use.

Effective 29 September 2008

Contents

Important information about the insurances	page 3
<ul style="list-style-type: none">- Termination of these covers- Privacy- General Insurance Code of Practice- Complaints and dispute resolution process- Definitions and interpretation- Excess - what <i>you</i> contribute to a claim- Repairing or replacing damaged property/ <i>personal goods</i>- Safety of <i>your</i> property/<i>personal goods</i>- Reporting lost, stolen or wilfully damaged property/ <i>personal goods</i>- Pre-existing medical conditions- Enquiries- Emergency and medical services whilst <i>overseas</i> (<i>overseas</i> travel insurance)- Documents to take with <i>you</i> when <i>you</i> are travelling <i>overseas</i> (<i>overseas</i> travel insurance)- Insurance exclusions - what is not covered- Claims procedures- Subrogation and <i>you</i> assisting Zurich with <i>your</i> claim- Fraudulent claims	
Overseas travel insurance policy	24
Purchase security insurance policy	38
Extended warranty insurance policy	39
Transit accident insurance policy	41

The insurer is
Zurich Australian Insurance Limited
ABN 13 000 296 640, AFS Licence No. 232507
5 Blue Street, North Sydney NSW, 2060
Phone: 1800 648 093

Important information about the insurances

This document contains *your* Westpac Earth Gold card complimentary insurance benefits, which are effective for purchases where the final payment is made on or after 1 November 2006 and are only available to *cardholders* of *eligible credit card accounts*.

These benefits are provided automatically to *cardholders* under the Master Agreement 78 WPACGLD CCI, entered into between Westpac Banking Corporation ABN 33 007 457 141, AFS Licence No. 233714 of 60 Martin Place, Sydney NSW 2000 (“Westpac”) and Zurich *Australian* Insurance Limited (“Zurich”), ABN 13 000 296 640, AFS Licence No. 232507 of 5 Blue Street, North Sydney NSW 2060. In this document, Zurich may also be expressed as “Zurich”, “we”, “us” or “our”.

Although the benefits under the covers are automatically provided to *cardholders*, *cardholders* are not obliged to take these benefits. However, if a person wishes to claim these benefits, they will be bound by the Definitions, Terms and Conditions, Exclusions and Claims Procedures of the policies. Therefore, please read this document carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss including the sales receipt and *eligible credit card account* statement showing any purchases.

Zurich is the product issuer of the policies detailed in this document and these benefits are provided at no additional cost to the *cardholder*. Westpac is not the product issuer (insurer) of these policies and neither it nor any of its related corporations guarantee any of the benefits under these covers and Westpac does not receive any commission or remuneration in relation to these benefits. Neither Westpac nor any of its related corporations are authorised representatives of Zurich or any of its related companies.

Termination of these covers

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

Privacy

Zurich respects *your* privacy. Before *you* make a claim under any of the policies in this document, *you* should know the following things:

- We do not require personal information until a claim is made. We may, however, need personal information to assess claims. We will, in relevant cases, disclose the personal information (other than sensitive information such as health information) to Westpac, its service providers and business partners in order to allow the bank to monitor the claims service we provide, to prevent fraud and to ensure persons are eligible for the cover.
- We will also, where relevant, disclose personal information including sensitive information, such as health information, to our service providers (including medical practitioners, other health professionals, reinsurers, legal representatives and loss adjusters).
- By submitting personal details, you consent to those organisations collecting and us disclosing personal and sensitive information about *you* for this purpose.
- A list of the type of service providers and business partners we commonly use is available on request, or on our website. Go to www.zurich.com.au and click on the link "Privacy" on our home page.
- If a claimant does not provide the requested information, the assessment of a claim may be delayed or we may not accept a claim.
- We may also disclose personal information about persons where we are required or permitted to do so by law.

- In most cases, on request we will give persons access to the personal information we hold about them. In some circumstances, we may charge a fee for giving this access, which will vary but will be based upon our costs.

General Insurance Code of Practice

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

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

The Code aims to:

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

Complaints and dispute resolution process

If *you* have a complaint about an insurance product issued by us or a service *you* have received from us, including the settlement of a claim, please call us on 132 687.

We will respond to *your* complaint within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required, we will agree on *reasonable* alternative timeframes with *you*.

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

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

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

Financial Ombudsman Services

GPO Box 3

Melbourne, Victoria 3001

Facsimile: (03) 9613 6399

Website: www.fos.org.au

Email: info@fos.org.au

Definitions and interpretation

The following key words (and their plurals) when highlighted in italics have special meaning in the covers included in this document.

“accident” means any sudden and unexpected physical force, which occurs on a *trip* and causes an *injury* that is described in the Schedule of Benefits contained in the ‘Transit *accident* policy’.

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

“Australia” means the area enclosed by the territorial waters of the Commonwealth of *Australia* where Medicare benefits are payable and, *“Australian”* has a corresponding meaning.

“*Australian warranty*” means the manufacturer’s expressed written warranty, that is applicable and able to be fulfilled within *Australia* and which has been properly registered with the manufacturer, provided the warranty is for a period in excess of six months but less than four years.

“*bed care patient*” means that as a result of an *injury* or illness during *your journey*, *you* are confined to an *overseas* hospital bed for a continuous period of not less than 24 hours. *Your* confinement must be certified as necessary by a legally qualified and registered medical practitioner and *you* must be under the continuous care of a registered nurse (other than *yourself* or a member of *your family*). *You* are not classified as 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 alcoholism or drug addiction.

“*cardholder*” means a person who permanently resides in *Australia* and to whom Westpac has issued a credit card for an *eligible credit card account*. This includes additional *cardholders*. If a *family* is travelling together, only one person can claim the benefits payable to the *cardholder*. The others can only claim as a *spouse* or *dependent child*. In relation to the “Purchase security insurance policy” this definition is also extended to include any *Australian* resident who, by way of a gift from the *cardholder*, receives any *personal goods* purchased by the *cardholder*.

“*dependent child/children*” means all children of a *cardholder* up to and including the age of 19 who permanently live with the *cardholder*, and children of a *cardholder* from the age of 19 up to and including the age of 25 who are full-time students attending an accredited institution of higher learning in *Australia*, and are dependent upon the *cardholder* for their maintenance and support and permanently live with the *cardholder* or live with the *cardholder* when they are not attending the accredited institution of higher learning.

“eligible credit card” means a current and valid Westpac Earth Gold credit card issued by Westpac for an *eligible credit card account*.

“eligible credit card account” means a current and valid Westpac Earth Gold credit card credit facility provided by Westpac to which purchases made by *cardholders* are charged.

“family” means a *cardholder* and his/her *spouse* and/or *dependent child/children*, provided they are eligible for the “Overseas travel insurance” and are travelling with the *cardholder*.

“injury/injured” means loss of life or bodily hurt, but not an illness or sickness:

- caused by an *accident* whilst the policy is in force; and
- resulting independently of any other cause.

Furthermore, *injury* as used in the “Transit *accident* policy” with reference to hand or foot means severance through or above the wrist or ankle joint and, as used with reference to an eye means irrecoverable loss of the entire sight thereof.

“interstate flight” means travel on a registered passenger airline (but not charter *trips*) from Tasmania to any mainland *Australian* State or Territory, or from any mainland *Australian* State or Territory to another mainland *Australian* State or Territory or to Tasmania.

“journey”

After the purchase of *your return overseas travel tickets* by use of the *cardholder’s eligible credit card account*, the *journey* starts:

- on the departure date (from *Australia*) shown on the *return overseas travel ticket*; or
- once *you* leave *your* home, if *you* travel directly from *your* home in *Australia* to the *Australian* air or sea terminal that is the departure point for *your trip*.

The *journey* ends when the first of the following occurs:

- at midnight on the date when *your* scheduled transport (as shown on *your return overseas travel ticket*) is due to arrive in *Australia*; or

- when *you* return to *your* home in *Australia*, provided *you* travel directly there from the air or sea terminal where *you* landed in *Australia*; or
- three months after the date of departure shown on *your* return overseas travel tickets; or
- when *you* cancel *your* return overseas travel ticket.

“*natural disaster*” means any event or force of nature that has catastrophic consequences such as avalanche, earthquake, flood, tsunami and volcanic eruption, but not epidemics or pandemics.

“*overseas*” means outside *Australia*.

Also, for the purposes of the “*Overseas* travel insurance policy”:

- travel from Tasmania or from mainland *Australia* to Norfolk Island or Christmas Island will be considered as *overseas* travel; and
- travel from Norfolk Island or from Christmas Island to Tasmania or mainland *Australia* will be considered as *overseas* travel, however, medical and hospital expenses will not be covered if the person claiming is eligible for Medicare benefits; and
- travel from Tasmania or from mainland *Australia* to Lord Howe Island or Cocos Island will be considered as *overseas* travel, however, medical and hospital expenses are not covered; and
- travel from Lord Howe Island or from Cocos Island to Tasmania or mainland *Australia* will be considered as *overseas* travel, however, medical and hospital expenses are not covered.

“*period of cover*”

- for “unexpected cancellation of travel arrangements and other unexpected expenses” in the “*Overseas* travel insurance policy”, this means the *period of cover* commencing after the deposit for *your* planned return overseas travel ticket has been arranged by use of the cardholder’s eligible credit card and *you* intend to obtain the remainder of *your* return overseas travel ticket by use of the cardholder’s eligible credit card; and
- for all other sections in the “*Overseas* travel insurance policy”, the *period of cover* means the period of the *journey*.

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

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

“pre-existing medical condition” is relevant to the *cardholder, any relative, travel companion* or any other person that may give cause for *you* to claim and means:

- any existing medical condition, including but not limited to mental disorder, anxiety, alcoholism, drug addiction or pregnancy and/or any chronic or ongoing physical, medical or dental condition, for which investigation (whether or not a diagnosis has been made), treatment or advice has been received, or medication prescribed or taken at any time before *you* obtained *your return overseas travel ticket*; and
- any condition, including but not limited to mental disorder, anxiety, alcoholism, drug addiction or pregnancy and/or any physical, medical or dental condition, for which investigation (whether or not a diagnosis has been made), treatment or advice is received, or medication prescribed or taken, after *you*

obtained *your return overseas travel ticket*, but prior to the commencement of *your journey*; and

- any complication arising from any such condition outlined in this document, except that unexpected/unforeseen events relating to pregnancy are not regarded as a *pre-existing medical condition*.

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

“*reasonable*” means:

- for medical and hospital expenses, the care obtained should be at the standard level given in the country *you* are in and not exceed the level *you* would normally receive in *Australia*; and
- for all other expenses, such as unexpected travel and accommodation, the standard must not exceed the average standard of travel and accommodation *you* booked for the rest of *your journey*.

“*relative*” means the *cardholder’s*:

- *spouse*; or
- parent, parent-in-law, step-parent, guardian; or
- grandparent; or
- child, grandchild, stepchild; or
- brother, brother-in-law, sister, sister-in-law; or
- daughter, daughter-in-law, son, son-in-law; or
- fiancé, fiancée; or
- uncle, aunt; or
- half-brother, half-sister; or
- niece, nephew.

“*rental vehicle*” means a rented passenger vehicle rented from a licensed motor vehicle rental company.

“*return overseas travel ticket*” means a ticket from and returning to *Australia*.

“*special event*” means a wedding, funeral, pre-paid conference, pre-paid sporting event or pre-paid concert, which before *you* left *Australia* *you* had planned to attend.

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

“travel companion” means a person who, before the *journey* began, arranged to accompany *you* from *Australia* and then on *your journey* for at least 50% of the time of *your journey*.

“trip” means:

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

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

“use of the cardholder’s eligible credit card account” means that the total value (i.e. including but not limited to money and/or reward type points and/or staff discounts) of the *return overseas travel ticket* (but not taxes, airport or travel agent charges) was obtained prior to the commencement date of *your journey* by one or a combination of the following methods:

- was paid for by being charged to a *cardholder’s eligible credit card account*; and/or

- the *cardholder* is a current Westpac Earth Gold *cardholder* and a member of the Qantas Frequent Flyer program:
 - and has converted their Qantas Frequent Flyer points to obtain the *return overseas travel ticket*; and
 - all the taxes and airport charges associated with *your return overseas travel ticket* have been charged to the *cardholder's eligible credit card account* and/or paid for by Qantas Frequent Flyer points.

“*you*”, “*your*”, “*yours*”, “*yourself*” means the *cardholder* or the *cardholder's spouse* or *cardholder's dependent children* provided they are eligible for the insurance.

Excess – what you contribute to a claim

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

Details of the excess amounts and circumstances in which they will be applied are set out below:

Overseas travel insurance – *you* must pay the first A\$200 for each claim made under Benefits 1 to 7 of “Part B”.

However, under ‘Benefit 2 – Loss or damage to personal property there is no excess payable for the replacement of *your* travel documents, credit cards, and travellers’ cheques and the emergency replacement of *your* clothes and toiletries. Also, if *you* make more than one claim as the result of a single event, the excess only applies once.

Repairing or replacing damaged property/ personal goods

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

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

However, property/*personal goods* left *unattended* in a motor vehicle are only insured for up to A\$2,500 in total. If *you* bought the item duty free or *overseas*, the amount *you* paid for the item will be the maximum amount paid by us. Where the item is part of a pair or set, *you* will receive no more than the value of the particular part or parts lost, stolen or damaged, regardless of any special value that the item may have by way of being part of such pair or set.

Safety of your property/*personal goods*

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

Property/*personal goods* is/are not covered under any of the insurances if left:

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

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

Reporting lost, stolen or wilfully damaged property/*personal goods*

In the event that *your* property/*personal goods* are stolen, wilfully damaged or *accidentally* lost, *you* must make a report to the police or to the nearest government agency or authority. *You* must do this within 24 hours of learning of the theft, loss or damage and the report must list and describe the missing or damaged property/*personal goods*.

If the loss or wilful damage occurs *overseas*, a copy of this

report must be obtained and the authority must sign the copy and write on it that it is a true and accurate copy of the original.

Pre-existing medical conditions

The insurances do not cover *you* for any event that is caused by or arises as a result of a *pre-existing medical condition* of *yours* or any *pre-existing medical condition* of a *relative, travel companion* or any other person that may give cause for *you* to claim. If, however, *you* are going *overseas, you* may, prior to leaving *Australia*, apply for *your pre-existing medical condition* to be covered under the “Overseas travel insurance”.

The *pre-existing medical conditions* of *your relatives, travel companion* or any other persons that may give cause for *you* to claim cannot be waived.

If *you* wish to apply for cover for *your pre-existing medical condition*, please phone Zurich Assist on 1800 812 994. Our team of medical professionals will assess *your* condition. If Zurich Assist determines to cover *your pre-existing medical condition, you* will need to pay an administration fee and Zurich Assist will send *you* a letter confirming that *your pre-existing medical condition* is covered for the remainder of the *period of cover* for the *journey* in question.

In regard to pregnancy, we do not insure *you* for any expenses that arise due to the normal development and consequences of pregnancy, including but not limited to regular or routine medical consultations and tests (such as ultrasounds) and the childbirth itself. We do cover the mother’s expenses if they arise as an unforeseen consequence of the pregnancy or childbirth and for which otherwise the mother would be covered. This, however, does not mean that cover is provided for the health of a child born on the *journey*.

Enquiries

Additional copies of this document can be obtained by phoning Westpac on 1300 762 284 or visiting www.earth.com.au/features/earth/earth_gold.aspx

If *you* require personal advice on any of these insurances, please see *your* insurance adviser.

If *you* wish to make a general enquiry regarding the cover outlined in this document, *you* can phone us on 1800 648 093; however, please make sure *you* have this document on hand when *you* phone us.

Please also note:

- The “*Overseas* travel insurance” cover is for a maximum period of three consecutive months and cannot be extended, and *you* do not have to advise us that *you* will be travelling, as *you* are automatically covered, provided *you* are eligible for this cover and adhere to the Definitions, Terms and Conditions, Exclusions and Claims Procedures of that policy.

Emergency and medical services whilst overseas (overseas travel insurance)

In the event of an emergency *overseas*, simply call Zurich Assist (reverse charge/collect) any time from any place in the world. *You* can usually do this by phoning the operator where *you* are and booking a reverse charges call to *Australia* +61 2 9995 2021.

Zurich’s team of medical professionals is only a phone call away and is available 24 hours a day, seven days a week for advice and assistance in the event of a medical emergency and any associated problems for travellers outside *Australia*.

Zurich Assist has access to a worldwide team of skilled doctors and medical professionals and provides the following services free of charge:

- access to Registered Medical Practitioners for emergency assistance and advice;
- emergency transportation to the nearest suitable hospital;
- emergency evacuation, if necessary;
- advise *your family* in *Australia* of *your* medical condition and keep them informed of the situation (only at *your* request);
- payment guarantees to hospitals and insurance verification;
- second opinions on medical matters; and
- urgent message service and emergency travel planning.

Documents to take with you when you are travelling overseas (overseas travel insurance)

You should take this document (it contains important phone numbers and details of the cover provided), and copies of *your return overseas travel ticket* and also *your eligible credit card account* statement and/or the necessary documentation to prove that *your return overseas travel ticket* was obtained by *use of the cardholder's eligible credit card account*.

In the event that *you* need to make a claim under the “Overseas travel insurance policy” (especially if claiming whilst *overseas*), it will be necessary for Westpac or its agents to confirm to us or our agents that *your return overseas travel ticket* was obtained by *use of the cardholder's eligible credit card account*. Without this information, a claim may be delayed and it may not be possible for us or our agents to give approval for any *overseas* medical attention.

Insurance exclusions – what is not covered

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

In addition to any specific exclusions contained in any individual cover in this document, the following exclusions apply to all the covers in this policy:

- We do not insure *you* for any event that is caused by or arises as a result of any *pre-existing medical condition of yours*, a *relative*, a *travel companion* or any other person that may give cause for *you* to claim unless it relates to *overseas* travel insurance and we have given prior written approval to cover *your pre-existing medical condition* and *you* have paid the administration fee.
- We do not cover *your property/personal goods* left *unattended* in a motor vehicle for any more than A\$2,500 in total.

- We do not insure *you* in regard to any travel that:
 - *you* book or take against medical advice; or
 - *you* take for the purpose of getting medical treatment or advice; or
 - *you* take after a qualified and registered member of the medical profession informs *you* that *you* are terminally ill.
- We do not insure *you* for any event that is caused by or arises from:
 - *you* failing to follow advice or take heed of warning from:
 - any government; or
 - any official body; or
 - any publication or broadcast by any member of the mass media; or
 - the death, illness or for any other reason of persons living outside of *Australia*, other than as set out in this document relating to the *cardholder*, their *spouse* and/or *dependent children*; or
 - any event that is intentionally caused by *you* or by a person acting with *your* consent (including suicide or attempted suicide); or
 - *your* conscious exposure to exceptional danger unless in an attempt to preserve *your* life or the life of another person; or
 - *you* being under the influence of liquor or drugs; or
 - *your* involvement in illegal activities, fraud or abuse; or
 - *your* underwater activities that involve using artificial breathing equipment (unless *you* have an open water diving licence or are diving with a qualified and registered diving instructor); or
 - *your* mountaineering or rock climbing (if *you* need to use climbing equipment, ropes or guides), white water rafting or boating, abseiling, bungy jumping, pot holing, running with the bulls, caving or tobogganing; or
 - *your* racing (other than foot); or
 - *your* participation in any kind of professional sport; or
 - *your* air travel or any aerial activity (for example, hang-gliding, base jumping and skydiving); but if *you* are a paid passenger in a fully licensed commercial passenger aircraft, we do insure *you*; or

- any activities involving hunting equipment or projectiles (e.g. shooting and archery); or
- *your* participation in motor cycling, unless:
 - it involves a hired motorcycle with an engine capacity of 200cc or less; and
 - *you* are the driver; and
 - *you* hold a current *Australian* motorcycle licence; and
 - *you* are also licensed (if a licence is required) to drive the motorcycle in the country *you* are in; but
 - we never cover any event that is caused by or arises from motorcycle racing; or
- any *act of terrorism*; or
- any war or war like activities, whether war has been formally declared or not, any hostilities, rebellion or revolution, or civil war, military coup, or overthrow/ attempted overthrow of a government/military power; or
- any person or organisation who lawfully destroys or removes *your* ownership or control of any property/*personal goods*; or
- any government prohibition or restrictions or government customs, or other government authorities, delaying or detaining *you* or seizing or keeping *your* baggage; or
- non-receipt of the property/*personal goods* that *you* have purchased and is being transported to *you*; or
- *your* participation as a crew member or pilot of any conveyance; or
- *you* or *your travel companion's* employment or work (whether paid or unpaid or voluntary) either in *Australia* or *overseas*; this includes not being able to take leave from that employment, unless *your* claim is covered under unexpected cancellation of travel arrangement and other unexpected expenses in the "*Overseas* travel insurance policy"; or
- *you* or *your travel companion's* financial circumstances or any business or other contractual relationship; or
- changes in currency rates, or any losses due to the devaluation or change in currency value; or
- theft, loss or damage to business owned items, business related items or items purchased in a business name; or

- *you* or *your travel companion* not wanting to continue with *your* travel arrangements/*journey*, or cancelling it or cutting it short, unless *your* claim is covered under the “*Overseas* travel insurance policy” in the section “unexpected cancellation of travel arrangement and other unexpected expenses”; or
- deterioration, normal wear and tear; or
- any defective item or any defect in an item, or damage arising from inherent defects in an item or an electrical or mechanical fault or breakdown, unless covered under the “Extended warranty insurance policy”; or
- any process of servicing, repairing or restoring an item unless we have given prior approval; or
- laundering (including washing, ironing and dry cleaning) whether by professional persons or otherwise; or
- vermin or insects, mildew, atmospheric or climatic conditions, or flood; or
- *your* failure to comply with the recommended security guidelines for the use of bank or currency notes, cheques, credit card, postal or money orders or petrol coupons; or
- *you* not taking all adequate precautions (considering the value of the items) to protect *your property/personal goods* or if the *property/personal goods* are left:
 - *unattended* in a public place; or
 - *unattended* in an unlocked motor vehicle; or
 - *unattended* in a motor vehicle in view of someone looking into the motor vehicle; or
 - *unattended* in a motor vehicle overnight; or
 - behind, forgotten or misplaced; or
 - with a person who steals or deliberately damages them.

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

- disappearance of the property/*personal goods* in circumstances which cannot be explained to our satisfaction; or
- radioactivity, radioactive contamination or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste; or
- consequential loss or damage, punitive damages or any fines or penalties, including punitive, exemplary, liquidated or aggravated damages; or
- *you* or *your travel companion's* failure to procure a passport or visa; or
- the inability of the tour operator, wholesaler, transport provider, travel agent or any other service provider to complete arrangements or complete any part of a tour.

Claims procedures

Please do not contact Westpac in the event of a claim, as Westpac does not approve claims and is not involved in processing the claims.

If *you* want to make a claim under any of these policies, *you* must:

1. Whilst *you* are *overseas*:

Phone Zurich Assist (refer to page 16, "Emergency and medical services whilst *overseas*").

In order for Zurich Assist to confirm *your* eligibility for "*Overseas* travel insurance", *you* will need to have copies of the document listed on page 17, "Documents to take with *you*".

2. If *you* are in *Australia*, (or when *you* return to *Australia*) *you* must follow the steps listed below:

Contact us on 1800 648 093 within 30 days of returning home from *overseas* or interstate (even if *you* have previously reported the matter to Zurich Assist), or if *you* are already home, contact us within 30 days of learning of an occurrence (loss, damage or breakdown) that may result in a claim. However, if *you* are making a guaranteed pricing claim, *you* must contact us within 21 days of the purchase of the *personal good*.

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

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

You must provide us with any evidence/documentation we require to verify *your* claim. Depending on the policy *you* are claiming under, this might include (but is not limited to) any of the following:

- proof that *you* are eligible for insurance cover – e.g. *your eligible credit card account* statement and credit card receipt to confirm the purchase of *your return overseas travel ticket(s)*, etc.;
- if items were stolen, wilfully damaged, or accidentally lost, *you* must give us the police report number, or if the incident occurred whilst *you* were *overseas*, a copy of the report *you* obtained from the police or nearest government agency or authority, the report should be certified by the relevant authority as being a true and correct copy of the original;
- proof of *your* ownership of any lost, stolen or damaged items – e.g. purchase receipts;
- evidence of *your* intended flight – e.g. ticket, travel agent’s itinerary showing *your* flight or a letter from the airline, etc.;
- evidence of the delay, including in the case of luggage delay, a lost property/delayed property report issued by the airline;
- receipts for any items *you* buy to replace those that were lost or stolen or purchased as emergency replacement of *your* clothes and toiletries;
- if any items are lost or stolen during the time that a carrier was responsible for looking after them, *you* must get a letter from the carrier explaining what happened and stating the amount of refund *you* received from them;
- if *your* travel or accommodation arrangements are cancelled and *you* intend claiming, *you* must provide a letter from the carrier, hotel, etc., outlining the refund *you* were entitled to;

- any damaged items for which *you* are claiming so that they can be inspected by us or our authorised representative;
- a quote (at *your* expense) for the replacement of lost or stolen items, or a quote (noting the serial number for “Extended warranty insurance” claims) for the repair of damaged or broken-down items. We will, however, pay the *reasonable* cost of the quote if we agree to pay the claim;
- A copy of the *Australian warranty* if claiming under the “Extended warranty insurance policy”;
- in regard to the guaranteed pricing scheme, we require evidence that the cheaper item is the same (i.e. model number, model year and manufacturer) as the *personal good you* purchased, and we require a copy of the printed catalogue advertising the cheaper item, and evidence that the advertisement was printed after *you* purchased the *personal good*.

Subrogation and you assisting Zurich with your claim

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

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

Fraudulent claims

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

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

Overseas travel insurance policy

Overseas travel insurance is a benefit available to current Westpac *cardholders* who by *use of the cardholder's eligible credit card account* obtained their *return overseas travel tickets* prior to leaving *Australia*. It is also available to the *cardholder's spouse* and the *cardholder's dependent children*, who travel with the *cardholder* for the entire *journey*, provided their *return overseas travel tickets* were obtained by *use of the cardholder's eligible credit card account*.

The cover is available for a period of three months and can not be extended. However, if *your* return to *Australia* is delayed because of events covered under this policy, or *your* scheduled transport back to *Australia* is delayed for reasons beyond *your* control, the period of insurance will automatically be extended for a period of up to four weeks or until *you* return to *your* home in *Australia*, whichever occurs first.

Overseas travel insurance index

Part A – The limits that apply and a summary of the cover	25
Part B – The cover we provide	
Medical and hospital expenses incurred <i>overseas</i>	27
Loss or damage to personal property	29
Unexpected cancellation of travel arrangements and other unexpected expenses	30
Resumption of <i>journey</i> following the death of a <i>relative</i>	33
<i>Special event</i>	34
<i>Rental vehicle excess</i>	34
Travel delay	35
Funeral expenses	35
Accidental death	35
Legal liability	36

Part A – The limits that apply and a summary of the cover

The table below shows the limits that apply and an outline of the cover available for *cardholders* and their *spouses* and *dependent children*. Please read the entire policy to make sure *you* understand the details of the cover provided and to ensure it meets *your* requirements.

Benefit	Limits	
1. Medical and hospital expenses incurred overseas	Unlimited, except <i>bed care patient</i> allowance (i.e. miscellaneous expenses such as phone calls and TV rental) of A\$100 per day and is limited to A\$12,000 in total. <i>Note: No cover for pre-existing medical conditions, unless prior approval given and the administration fee is paid.</i>	
2. Loss or damage to personal property	Up to A\$15,000 per person and up to a maximum A\$20,000 for a <i>family</i> subject to the following limits. However, property/ <i>personal goods</i> left <i>unattended</i> in a motor vehicle are only insured up to A\$2,500 in total.	
	Clothing and personal valuables.	Up to A\$3,000/item.
	Portable electrical equipment and binoculars.	Up to A\$3,000/item.
	Cameras and associated equipment/accessories.	Up to A\$3,000/item.
	Laptop computers and associated equipment/accessories.	Up to A\$5,500 in total.
	Travel documents, travellers' cheques, credit cards, cash etc.	Up to A\$500/person to a maximum of A\$1,000 for a <i>family</i> .
	Emergency replacement of <i>your</i> clothes and toiletries with a maximum of A\$1,000 for a <i>family</i> . <i>Note: No cover for items used for any business purpose or purchased in a business name.</i>	Up to A\$500/person.
3. Unexpected cancellation of travel arrangements and other unexpected expenses	Unlimited for covered events, except for travel agent's cancellation fee, which is limited to an amount equal to the lesser of A\$500 or 15% of the value of the travel arranged by the agent. Also, cover for the financial insolvency or financial collapse of a licensed service provider is limited to A\$3,250 per person up to a maximum of A\$7,000 for a <i>family</i> .	

Benefit	Limits
4. Resumption of <i>journey</i> following the death of a <i>relative</i>	Up to A\$5,250 per person up to a maximum A\$12,500 for a <i>family</i> .
5. <i>Special event</i>	Up to A\$3,250 for <i>reasonable</i> cost of arranging alternative transport in order to attend a <i>special event</i> .
6. <i>Rental vehicle</i> excess	Up to A\$5,000.
7. Travel delay	For <i>reasonable</i> additional meal and accommodation costs after a six hour delay, up to A\$500 per person up to a maximum of A\$900 for a <i>family</i> .
8. Funeral expenses	Up to A\$12,500 per person to a maximum A\$25,500 for a <i>family</i> for an <i>overseas</i> funeral/cremation or return of remains to <i>Australia</i> .
9. Accidental death	In the event of accidental death which is not covered under the "Transit <i>accident</i> insurance policy" included in this document, we will pay A\$15,000 per <i>cardholder</i> and A\$10,000 for a <i>spouse</i> .
10. Legal liability	Limit of A\$2,500,000.

Part B – The cover we provide

1. Medical and hospital expenses incurred *overseas*

We insure *you* for medical and hospital expenses *you* incur *overseas* on *your journey*.

We reserve the right to return *you* to *Australia* for ongoing medical attention. In *Australia* we are not licensed to pay medical and hospital expenses and *you* would need to claim on Medicare and/or *your Australian* medical insurer. If *you* choose not to return to *Australia* we will cease to pay for the subsequent medical and hospital expenses *you* incur *overseas*.

By medical expenses we mean expenses for:

- medical, paramedical, or surgical treatment; or
- other treatment, given or prescribed by a qualified and registered member of the medical profession; or
- emergency dental treatment to natural healthy teeth (but not ongoing dental treatment) up to A\$1,250 where the treating dentist confirms in writing that the treatment was solely to relieve sudden and severe pain; or
- ambulance, hospital, or nursing home charges; or
- expenses for emergency evacuation to *Australia* or another country, if the local medical services are inadequate or not available. The evacuation must be authorised and arranged by Zurich Assist (book a reverse charge/collect call from anywhere in the world on +61 2 9995 2021).

If we agree to pay the hospital and medical expenses associated with *your* stay in an *overseas* hospital, we will also pay *you* (in addition to the hospital and medical charges a cash bed care allowance which covers incidental expenses, such as a rental TV, newspapers or hospital phone calls) for each continuous 24-hour period *you* are confined in an *overseas* hospital as a *bed care patient*, provided the claim is supported by written confirmation from the hospital of the length of *your* stay.

We will also pay for a *relative* or friend to travel to where *you* are, to either care for *you* or to escort *you* back to *your* normal residence in *Australia* if:

- *you are injured* or become seriously ill during the *period of cover*; and
- *you show us medical advice* written by a qualified and registered member of the medical profession, stating that a companion/escort is necessary; and
- Zurich Assist agrees that a companion/escort is *reasonably necessary*.

The companion's/escort's costs will be reimbursed to the person who incurs the expense.

Medical expenses

We will pay for...

We will pay for *your overseas* medical expenses during the *period of cover* if:

- *you become ill overseas*; or
- *you get injured overseas*, provided the *injury* was accidentally caused by a sudden physical force.

We will only cover *your* medical expenses if:

- *you incur them overseas*, during *your journey*; and
- *you are legally responsible* for paying them; and
- *you show us medical advice*, written by a registered and qualified member of the medical profession, as proof of *your illness or injury* and the treatment *you* need for it.
- we assess that *your* medical expenses are *reasonable* in amount and *reasonably necessary*.

Please remember that *you* can only claim for emergency evacuation if it is arranged by Zurich Assist (book a reverse charge call from anywhere in the world on +61 2 9995 2021).

We will not pay for...

We will not pay for medical expenses that:

- arise from *pre-existing medical conditions* unless prior to *you leaving Australia*, we have given prior written approval to cover *your pre-existing medical condition* and *you* have paid the administration fee; or
- relate to dental treatment caused by or related to the deterioration and/or decay of teeth or involving the use of precious metals; or
- *you* can recover from any private medical fund or similar government scheme; or
- *you* incur in *Australia*; or

- arise from HIV, AIDS, ARC (AIDS Related Complex, however this syndrome may be acquired or named), or any related illness, no matter how *you* become infected; or
- arise from a sexually transmitted disease; or
- arise from any disease that is transmitted when giving or taking a drug, unless the giving or taking of the drug is supervised by a qualified and registered member of the medical profession and the disease is not excluded anywhere else in this “*overseas* travel insurance policy”; or
- *you* incur more than 12 months after the date of *your* illness or disablement.

2. Loss or damage to personal property

We insure *you*, during *your journey*, for the theft and accidental loss or damage to the following property/*personal goods* that *you* either take with *you* or buy on *your journey*:

- baggage, clothing and personal valuables; and
- portable electrical equipment and binoculars (but we will not pay for scratched lenses); and
- cameras and associated equipment/accessories (but we will not pay for scratched lenses); and
- laptop computers and associated equipment/accessories (but we will not pay for scratched screens); and
- travel documents, travellers’ cheques, bank notes, currency notes, postal orders, money orders, cash, credit cards or petrol coupons taken with *you* on *your journey* for personal use.

Note: Items used for any business purpose or purchased in a business name are not covered.

We will also provide for the emergency replacement of *your* clothes and toiletries, if *your* entire luggage is delayed, misdirected, or temporarily misplaced by any carrier for more than 12 hours.

If *your* travel documents, credit cards or travellers cheques are accidentally lost or stolen, *you* are covered for their replacement and any legal liability for payment arising out of their unauthorised use only if:

- *you* have complied with all the conditions *you* agreed to when *your* travel documents, credit cards or cheques were issued; and
- *you* have reported the loss to the appropriate authorities (e.g. Police) as soon as possible after the discovery of the loss.

If *you* are claiming for the emergency replacement of *your* clothes and toiletries, *you* will need to obtain written confirmation from the carrier who was responsible for the luggage and *you* will need to provide us with receipts for the replacement items *you* needed to purchase.

In the event of a claim *you* must prove *your* ownership of the property and prove the value of the property (e.g. receipt or valuation for jewellery). If *you* can not prove the value of *your* property, the most we will pay for each individual item is 10% of the limit shown for the type of item in "Part A – The limits that apply and a summary of the cover".

3. Unexpected cancellation of travel arrangements and other unexpected expenses

In regards to the cover provided under this benefit, the *cardholder* will become eligible for the benefits when the deposit for their *return overseas travel ticket* has been obtained by *use of the cardholder's eligible credit card* and the *cardholder* intends to obtain their *return overseas travel ticket* entirely by *use of the cardholder's eligible credit card*.

Also the *cardholder's spouse* and/or *dependent children*, who have booked to travel with the *cardholder* for the entire *journey* will become eligible under this section provided the deposit for their *return overseas travel ticket(s)* has been obtained by *use of the cardholder's eligible credit card* and it is intended that they will obtain their *return overseas travel ticket* entirely by *use of the cardholder's eligible credit card*.

Under this section, Zurich covers *you* for the unexpected cancellation of travel arrangements and other unexpected

expenses, provided the claim is not covered elsewhere in this policy. The expense must be incurred during the *period of cover* for one of the reasons listed below:

- there is a *natural disaster*, or a *natural disaster* has recently happened or is reasonably expected to happen either at *your* destination or at *your* or *your travel companion's* normal residence in *Australia*; or
- whilst *overseas*, *your* or *your travel companion's* travel documents are lost or stolen; or
- *your* or *your travel companion's* normal residence in *Australia* is destroyed; or
- *you* or *your travel companion* are quarantined; or
- *you* or *your travel companion* are subpoenaed to attend court in *Australia*; or
- *your pre-existing medical condition*, if we have given prior written approval to cover *your pre-existing medical condition* and *you* have paid the administration fee; or
- *your pre-existing medical condition*, if after purchasing *your return overseas travel tickets*, *you* become aware *you* have a medical condition, which we will then not provide *pre-existing medical condition* cover for; or
- *you*, *your travel companion* or a *relative* living in *Australia*:
 - dies; or
 - is seriously *injured*; or
 - becomes seriously ill.

Note: We will need to see medical advice written by a qualified and registered member of the medical profession regarding any of the above events and be satisfied that the cancellation was appropriate and reasonably necessary.

- the unexpected cancellation of *your* or *your travel companion's* authorised prearranged leave, provided the person whose leave has been cancelled is a full time employee of the police, fire, ambulance, defence or emergency services; or
- *you* or *your travel companion* having to sit unexpected exams in regard to studies that either of *you* are undertaking; or
- a *special event* has been cancelled or postponed for reasons beyond *your* expectations or control; or

- *your* arranged travel is cancelled or delayed by the carrier because of unexpected:
 - mechanical breakdown; or
 - weather conditions; or
 - *natural disasters*; or
 - riots, strikes, civil commotion (but not *acts of terrorism*, any war-like activities, war, whether it has been formally declared or not, any hostilities, rebellion or revolution, or military coup, or overthrow of a government); or
- *you* or *your travel companion* are unexpectedly retrenched, this does not include voluntary retrenchment or redundancy; or
- the financial insolvency or financial collapse of a licensed service provider, provided the booking was made via a licensed travel agent.

Important

If *you* want to claim under this section, *you* must take steps to minimise *your* losses. As soon as possible after the cancellation, *you* must:

- recover any refund *you* are entitled to; and
- cancel any other travel or accommodation arrangements that depend on *your* cancelled arrangements and that *you* are now unable to use.

We will pay for...

If you continue your travel

You may decide to continue *your* cancelled travel arrangements. If *you* do this at the earliest possible opportunity after cancellation, we will, at our option, either:

- pay for any part of *your* cancelled travel arrangements that:
 - *you* have paid for but are unable to use; and
 - are non-refundable; or
- pay the costs of a higher class of travel, or increased seasonal rates for travel, if that is the only class or rate available. We will pay these costs minus the amount of any refundable part of *your* cancelled travel arrangements. We will only pay to upgrade *your* travel on the type of transport *you* chose in *your* cancelled travel arrangements.

We will also pay for any part of *your* cancelled accommodation arrangements that:

- *you* have paid for but are unable to use; and
- are non-refundable.

If you do not continue your travel

You may decide not to continue with the cancelled travel arrangements at the earliest possible opportunity after cancellation. If so, we will pay for any part of *your* cancelled travel and accommodation arrangements that:

- *you* have paid for, but will not use; and
- are non-refundable.

How we value travel tickets or accommodation obtained by way of redeeming reward/frequent flyer type point

If the travel/accommodation provider or travel agent will not refund the value of the component (or will only refund a portion of the value) of the accommodation/transport ticket which was obtained by redeeming reward/frequent flyer type points, we will refund the cost of the equivalent accommodation/transport ticket based on the quoted retail price at the time the accommodation/transport ticket was issued less the value of the portion of points refunded back to *you*.

4. Resumption of journey following the death of a relative

We insure *you* for the *reasonable* transport expenses incurred to return to *Australia* and then resume *your journey*, if *you* have to interrupt *your journey* and return to *Australia* immediately following the death of a *relative* living in *Australia*.

We will only pay if...

- *you* resume *your journey* within 30 days of returning to *Australia*; and
- *your journey* had not ended before *your* return and there is at least a fortnight or 25% of the time of *your journey* remaining (whichever is the greater); and
- the death occurred after *you* booked *your* travel; and
- *your* claim is not excluded elsewhere in this document.

However, if the exclusion is due to *your relative's pre-existing medical condition*, we will pay benefits provided that before *you* commenced *your journey* a medical professional had not declared *your relative* as being terminally ill.

We will pay for...

The costs (through reimbursement to *you*) of an economy air ticket to *Australia* and an economy air ticket to return *you* to the *overseas* location where *you* were to be at that time when *you* returned *overseas* (as stated in *your* original itinerary).

5. Special event

If *your journey* is interrupted by any unexpected cause outside of *your* control and as a result *you* are going to miss a *special event* which can not be delayed, we will pay the *reasonable* additional costs of using alternative transport to arrive at the *special event* destination in time for the *special event*.

6. Rental vehicle excess

We will reimburse *you* for any excess or deductible amount which *you* become legally liable to pay in respect of loss or damage to a *rental vehicle* during the rental period, provided:

- the *rental vehicle* must be rented from a licensed rental agency; and
- the hiring agreement must incorporate the standard comprehensive motor insurance normally provided by the rental agency covering loss or damage to the *rental vehicle*; and
- *you* must comply with all the requirements of the rental organisation under the hiring agreement and of the *rental vehicle* insurer.

We will not pay for...

We will not pay for *your* costs arising from:

- loss or damage resulting from the operation of the *rental vehicle* in violation of the terms of the rental agreement; or

- wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage; or
- driving the *rental vehicle* on non-public roads.

7. Travel delay

If the departure of any scheduled transport in which *you* have arranged to travel is delayed for at least six hours due to any unforeseen cause outside *your* control, we will reimburse *your reasonable* additional meal and accommodation costs.

This benefit is only payable when *you* supply receipts for the expenses incurred and written confirmation from the carrier confirming the period of delay.

8. Funeral expenses

We insure *you* for funeral expenses that are incurred whilst on *your journey*. However, we will not pay for *your* funeral expenses if *your* death is the result of a *pre-existing medical condition* unless we have given prior written approval to cover *your pre-existing medical condition* and *you* have paid the administration fee.

By funeral expenses we mean:

- the *reasonable* costs of returning *your* remains or ashes to *Australia*; and/or
- the *reasonable* costs of *your overseas* funeral or cremation.

We will pay for funeral expenses if:

- *you* die during the *journey*; and
- a death certificate given by a qualified and registered member of the medical profession is shown to us as proof of the cause of death.

9. Accidental death

We will insure *you* if whilst on *your journey* *you* die as a result of an *injury* sustained in an *accident* (but not illness or disease) and the “Westpac transit *accident* insurance policy” included in this document does not provide “Loss of Life” benefits for the *accident*.

The death must occur within 12 months of the *accident* and the *accident* must have been caused by violent, external and visible means and the death must be supported by a death certificate, signed by a qualified and registered member of the medical profession.

If the transport *you* are travelling in is involved in an *accident* caused by violent, external and visible means and *your* body can not be found, we will after 12 months treat *you* as having died as a result of the *accident*.

10. Legal liability

We cover *your* legal liability during *your journey*.

By legal liability, we mean *your* responsibility to pay compensation for negligently causing:

- bodily harm or death to someone other than *you*; or
- loss or damage to property owned or controlled by someone other than *you*.

Only we have the right to:

- settle or defend the claim; or
- make or accept an offer or payment; or
- in any way admit *you* are liable.

We will pay for...

We will pay for *your* legal liability if:

- the event that gives rise to it:
 - happens during the *journey*; and
 - is one that *you* do not intend or expect to give rise to *your* legal liability.

We will also pay all *reasonable* legal fees and expenses if:

- we incur them on *your* behalf; or
- *you* incur them after we agree in writing.

But we will not pay for...

We will not pay for *your* legal liability that arise from:

- bodily harm to, or the illness or death of:
 - any *relative* or *travel companion*; or
 - *your* employee;
- *you* owning or occupying any land or building (unless the building is a residence and *you* occupy it as a tenant or lessee, or in some other temporary way);

- *you* owning, controlling or using a motorised vehicle, an aircraft or a watercraft (other than a non-motorised watercraft used on inland waterways). However, if *you* do not own or control the transport and are using it just as a passenger, *you* are not within this exclusion;
- *your* business, profession or occupation;
- loss or damage to any property that is owned or controlled by *you*;
- any fines or penalties, including punitive, exemplary, liquidated or aggravated damages. These are damages a judge may order a person to pay as punishment. They are different from damages that must be paid as compensation.

Purchase security insurance policy

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

This insurance provides automatic protection for *personal good(s)* when their purchase is charged to an *eligible credit card account* unless the *personal good(s)* and/or claims are excluded by the definitions, terms and conditions, or exclusions, or the *cardholder* fails to comply with the claims procedures.

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

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

- the actual amount charged to the *cardholder's eligible credit card account* to purchase the *personal good(s)*; or
- A\$3,000 per claim in respect of jewellery, watches and fine arts; or
- A\$125,000 in any 12 month period in respect of any one *eligible credit card account*.

Extended warranty insurance policy

Extended warranty is a benefit available to Westpac *cardholders*. The cover extends the manufacturer's expressed *Australian warranty* on *personal good(s)*, purchased, provided the purchase is charged to the *cardholder's eligible credit card account*. The insurance does not affect the rights of *cardholders* against a manufacturer in relation to contravention of statutory or implied warranties under *Australian* legislation.

The insurance cover provided in respect of the purchase of *personal good(s)* comes into effect at the end of the *Australian warranty* period that applies to the *personal good(s)*, provided the *Australian warranty* is for a period of six months or more up to a period of four years.

Only items with a manufacturer's unique identification serial number on them are covered under this insurance.

This extended warranty period will be for an equivalent duration as the *Australian warranty* period, up to a maximum of one full year, and does not apply if the *Australian warranty* period is in excess of four years.

For example:

Australian warranty period	Extended warranty period
Six months	Six months
Eleven months	Eleven months
One to four years	One year
Over four years	No cover

This extended warranty only covers the failure of *personal good(s)* to operate for the purpose for which they were designed as a result of a breakdown or defect, provided the breakdown or defect is covered by the terms of the *Australian warranty*.

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

- the actual *Australian* dollar purchase price of the *personal good(s)* charged to an *eligible credit card account*; and
- in a 12 month period, the sum of A\$10,000 per *eligible credit card account*.

If a claim is to be paid under this insurance, *you* must obtain our approval prior to proceeding with any repairs or replacement of the *personal good(s)* which have broken down or are defective.

Transit accident insurance policy

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

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

The benefits listed under the Schedule of Benefits will be paid if whilst outside *Australia*, the *cardholder* and/or the *cardholder's spouse* and/or *dependent children* suffer a loss as a result on an *injury* suffered under the circumstances specified in points 1, 2, 3, 4 or 5 as follows:

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

an *injury* for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this policy.

4. If *your* body has not been found within one year of the date of your disappearance arising out of an *accident* which would give rise to a loss as specified in points 1, 2 or 3 above, it will be presumed that *you* died as a result of bodily *injury* caused by the *accident* at the time of your disappearance.
5. A benefit payable under this policy will be paid to the *injured* person or, in the event of *your* death the benefit will be paid to *your* legal representative.

Schedule of benefits

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

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

Summary of benefits for Earth Gold cardholders

Injury	Benefit Amount
Life	A\$250,000
Both hands or both feet	A\$250,000
One hand and one foot	A\$250,000
The entire sight of both eyes	A\$250,000
The entire sight of one eye and one hand or one foot	A\$250,000
One hand or one foot	A\$125,000
The entire sight of one eye	A\$125,000

Furthermore, *injury* with reference to hand or foot means complete severance through or above the wrist for the hand or through or above the ankle joint for the foot and, as used with reference to eye, means permanent, irrecoverable loss of the entire sight of the eye.

Limits on what we pay

The most we will pay in claims, under this “Transit *accident* insurance policy”, that result from the one incident (e.g. a bus crash) is A\$650,000, regardless of the number of persons in the incident.

This means that if as a result of one incident a number of *cardholders* and *spouses* were *injured*, we would pay each on a proportional basis (using the opposite schedule) up to a total of A\$650,000. Therefore, if one *cardholder*, one *spouse* and two *dependent children* lost their lives in the same bus crash, we would pay A\$162,500 per person to each of their legal representatives.

